Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 60 Years

RECEIVED

MAY 08 2019

PUBLIC SERVICE COMMISSION

1400 Rogersville Road Radcliff, KY. 40160

May 8, 2019

Hon. Gwen Pinson Executive Director - Kentucky Public Service Commission 211 Sower Blvd. P.O. Box 615 Frankfort, KY 40620-0615

SUBJECT: Filing of Response to Data Request No. 1

Case 2019 - 00067

Dear Director Pinson,

Enclosed please find an original and ten copies of our pre-filed testimony to be considered part of our application for the above filing. Due to the volume of material, we have included electronic responses for question 1 on a compact disc, which is provided within each binder.

HCWD1 filed a Motion for Deviation on April 29th in regards to the volume of material for question 1.

If you have any questions, please do not hesitate to call me or our attorney, Mr. David Wilson II (Phone: 270-351-4404).

Sincerely.

Stephen M. Hogan, General Manager

Cf; Mr. David Wilson II, HCWD1 Attorney

Phone 1-270-351-3222

FAX: 1-270-352-3055

VERIFICATION

The undersigned, Mr. Stephen M. Hogan, General Manager of the Hardin County Water District No. 1, hereby verifies that he has personal knowledge of the matters set forth in filed letter dated May 8, 2019, to PSC Case 2019-00067, and that he is duly designated by the Board of Commissioners of the Hardin County Water District No. 1 to sign and submit this information its behalf.

Hardin County Water District No. 1

By:

Stephen M. Hogan, General Manager

CERTIFICATION

This is to certify that a true and correct copy of the foregoing was delivered on or about the 8th day of May, 2019 to Ms. Gwen Pinson, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, KY. 40601-8204.

Mr. David T. Wilson II, ESQ.

Attorney for Hardin County Water District No. 1

STATE OF KENTUCKY COUNTY OF HARDIN

I, the undersigned, a Notary Public, do hereby certify that on this day of _______, 2019, personally appeared before me, Stephen M. Hogan and David T. Wilson, II, who, being by me first sworn subscribed to and acknowledged that they both represent the Hardin County Water District No. 1, a Kentucky Corporation, that they have signed the foregoing document as General Manager and Attorney of the Corporation.

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NOTARY PUBLIC, STATE OF KENTUCKY

Commission Expires; October 12, 2019

1. Provide a copy of Contract No. SP0600-11 -8271 between Hardin District No. 1 and the Defense Logistics Agency Energy (DLAE) and any amendments thereto (hereinafter collectively the Contract). If any portion of the Contract has previously been filed with the Commission, Hardin District No.1 may refer to those filings for those portions of the contract in lieu of refiling them herein.

ANSWER 1:

The Contract No. SP0600-11-8271 between Hardin County Water District No. 1 (HCWD1) and Defense Logistics Agency Energy (DLAE) was received by the PSC on April 20, 2012 when it was previously filed with the Commission as Case # 2011-00416.

An electronic version of all Contract amendments and modifications is provided with this response to information request behind tab 1.

WITNESS:

Mr. Brett Pyles, Fort Knox Systems Director, HCWD1

AME	NDMENT OF SOLICITATION	/MODIFICATION O	F CONTRAC	T	1. CONTRACT ID C	ODE	PAGE 1 OF 3
2. AMENDA	MENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQ	UISITI	ON/PURCHASE REQ. N	S. PROJECT NO. (If applicable)	
	ISSUED BY CODE SP0600 7. ADMINISTERED BY CODE (If other than Its DEFENSE LOGISTICS AGENCY ENERGY						
FORT B Buyer/Sy	HN J. KINGMAN ROAD, SUITE ELVOIR, VA 22060-6222 ymbol: Taina M. Rivera/DLA Ene (703) 767-8130 E-MAIL: Tain	ergy-EF					
8. NAME AN	D ADDRESS OF CONTRACTOR (NO)., street, city ,county, State, a	nd ZIP Code)	9	a. AMENDMENT OF S	OLICIT	ATION NO.
Hardin C	ounty Water District No. 1		100000150	9	b. DATED (SEE ITEM	11)	elither.
	ersville Road KY 40160-9343			X I	0a. MODIFICATION O SP0600-1		
DUNS: 13	0402811 CA	GE CODE: 316V9		1	0b. DATED (SEE ITE) Septembe		011
	11. THIS ITE	M ONLY APPLIES TO AM	IENDMENTS OF	SOLIC	CITATIONS	1	511137
desire to char olicitation a	THE HOUR AND DATE SPECIFIC nge an offer already submitted, such cound this amendment, and is received properties. NTING AND APPROPRIATION DATA	hange may be made by tel ior to the opening hour an	egram or letter,				
	EM APPLIES ONLY TO MODIFICATI	ONS OF CONTRACTS/OF	RDERS, IT MOD	IFIES T	THE CONTRACT/ORDI	R NO.	AS DESCRIBED
	A. THIS CHANGE ORDER IS ISSU THE CHANGES SET FORTH IN			ORDER	NO. IN ITEM 10A.	1005	HILL
X	B. THE ABOVE NUMBERED CON paying office, appropriation date,	etc.) SET FORTH IN ITEM	14, PURSUANT	TO THE	AUTHORITY OF FAR 4	3.103(b)	
	C. THIS SUPPLEMENTAL AGREE		PURSUANT TO	AUTHO	PRITY OF: FAR 43.103(a		
	D. OTHER (Specify type of modifical		All other time.	Free	del dimensioni la la	ma.	
	NT: Contractor [X] is not, [] is require					20.00E-2005	1
14. DESCRIP	Fort Knox	, Kentucky – Utilit	y Privatiza	tion (t matter	wnere jeasibie.)
	See	Potable Water U Additional Pages for	,				
Except as p	rovided herein, all terms and conditions of the		9A or 10A, as herete	ofore cha	nged, remain unchanged an		
15A. NAME A	ND TITLE OF SIGNER (Type or print)				TRACTING OFFICER OESSEL	Type or	print)
ISB. NAME O	F CONTRACTOR/OFFEROR	15C.DATE SIGNED			S OF AMERICA		DATE SIGNED
(Sign	ature of person authorized to sign)		(Signat	ure of C	ontracting Officer)	-1	

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0052 is hereby revised as follows:

FROM:

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

TO:

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

C. G.6 Accounting and Appropriation Data

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

Line of Accounting:

AB 02120112011 2020000 A22TT 13	1056QMIS 2334 0010098889 0020	0001382 021001 \$1,895,324.00
Funding Breakdown:		
Funding for ACRN AB:	On SubCLIN 0052AA	\$1,895,324.00
Total Funding:		\$1,895,324.00
Total Funding for ACRN AB:		\$1,895,324.00
Remaining Funds for ACRN AB:		\$0.00

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

AME	NDMENT OF SOLICITATION	/MODIFICATI	ON OF CO	NTRACT	1. CONTRACT ID	CODE PAGE 1 OF 3	
2. AMENDM	P00002	3. EFFECTIVE See Block		4. REQUIS	REQUISITION/PURCHASE REQ. NO. 5.1		
6. ISSUED BY CODE SP0600 7. ADMINISTERED BY CODE						other than Item 6)	
FORT BI Buyer/Sy	FN J. KINGMAN ROAD, SUITE ELVOIR, VA 22060-6222 mbol: Taina M. Rivera/DLA Ene (703) 767-8130 E-MAIL: Tain	ergy-EF	nil P.P. 8	a second pare			
8. NAME AN	D ADDRESS OF CONTRACTOR (NO	o, street, city county	State, and ZII	Code)	9a. AMENDMENT OF	SOLICITATION NO.	
Hardin Co	ounty Water District No. 1			Cararan	9b. DATED (SEE ITE	M 11)	
	ersville Road CY 40160-9343			X	the basic and differences	-11-C-8271	
DUNS: 130	0402811 CA	GE CODE: 316V	9		10b. DATED (SEE IT) Septemb	EM 13) per 30, 2011	
	11. THIS ITE	M ONLY APPLIES	TO AMEND	MENTS OF SO		APPLICATION OF	
solicitation ar 12. ACCOUNT Not Applicable		ior to the opening (If required)	hour and date	specified.	To ta ta ta ta USA	HALIM HALIM	
13. THIS ITE IN ITEM 14.	M APPLIES ONLY TO MODIFICATI	ONS OF CONTRA	CTS/ORDER	S, IT MODIFIE	S THE CONTRACT/ORI	DER NO. AS DESCRIBED	
	A. THIS CHANGE ORDER IS ISSU THE CHANGES SET FORTH IN				DER NO. IN ITEM 10A.	-03	
Х	B. THE ABOVE NUMBERED CON paying office, appropriation date, C. THIS SUPPLEMENTAL AGREE	TRACT/ORDER IS etc.) SET FORTH II	MODIFIED T N ITEM 14, PU	O REFLECT THE RSUANT TO T	HE ADMINISTRATIVE CH THE AUTHORITY OF FAR	R 43.103(b).	
			DINTOPURS	UANT TO AUT	HORITY OF: FAR 43.103	(a)	
	D. OTHER (Specify type of modifical	tion and authority)			Paper - ngra/Roud	1368r 1300	
	NT: Contractor [X] is not, [] is require FION OF AMENDMENT/MODIFICAT					(and the second	
14. DESCRIP		, Kentucky – Potable Wa	Utility Pr	ivatization		et mater where jeasine.	
		Additional Pa					
	rovided herein, all terms and conditions of the ND TITLE OF SIGNER (Type or print)	e document referenced		. NAME OF C	changed, remain unchanged a ONTRACTING OFFICE KOESSEL		
15B. NAME O	F CONTRACTOR/OFFEROR	15C.DATE SI	GNED 161		ATES OF AMERICA	16C.DATE SIGNED	
(Signa	nture of person authorized to sign)			(Signature o	f Contracting Officer)	- 1/20/11	

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0052 is hereby revised as follows:

FROM:

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

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052	ISDC Surcharge – Year 1				
0052AA	Months 1-12 of 60	12	mo	\$473,831,00	\$5,685,972.00
	ACRN: TBD				
	Period of Performance: February 1, 2012 - January 31, 2013				

\$0.00

C. G.6 Accounting and Appropriation Data

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

Line of Accounting:

AB 02120112011 2020000 A22TT 131056QMIS 2334 0010098889 0020001382 021001

Document Reference Number: MIPR10098889

Funding Breakdown:

Funding for ACRN AB: On SubCLIN 0052AA \$0.00

Total Funding in Mod P00001: \$1,895,324.00 **Total Funding Decreased in this Mod:** \$1,895,324.00

Total Funding for ACRN AB: \$0.00

Remaining Funds for ACRN AB: \$0.00

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

AMENDMENT/MODIFICATION NO.	3. EFFEC	TIVE DATE	4. REQUISI	TTION	N/PURCHASE REQ. NO.	5. PROJECT N	0. (1)
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8725 JOHN J. KINGMAN ROAD, SI		7/7 050/					
FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL: BRYAN SVEU	FAX (703)	767-8506					
PHONE (703) 767-9518	MIDESC-E						
Bryan.sveum@dla.mil							
NAME AND ADDRESS OF CONTRACTO	R (NO., street.city.co	ounty.State.and ZIP Coa	(e)	00	AMENDMENT OF SOLI	CITATION NO	
				1	And the control of social	citation no.	
Hardin County Water Dis	strict No.1	Servino C. Ca	inbriu ani	9b.	DATED (SEE ITEM 11)	The	
1400 Rogersville Road							
Radeliff, KY 40160-9343	3						
Phone: (270) 351-3222 e							
Fax: (270) 352-3055	At. 200						
POC: Jim Bruce, General	Managar						
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CAGE# 316V9	Suite 3725		X		SP0600-11-	-C-8271	
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77 -				_	The second secon	34	-
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15B. NAME OF CONTRACTOR/OFFEROR BY (Signature of person authorized to sign)	15C.DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C.DATE SIGNED 8 November 2011
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NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105

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

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

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

From:

BRIAN J KOESSEL JAMES JOHNSON

8725 John J. Kingman Road 8725 John J. Kingman Road

To:

Suite 3725 Suite 3725

Fort Belvoir, VA 22060 Fort Belvoir, VA 22060

DSN: 427-1595 DSN: 427-9554 Phone: (703) 767-1595 Phone: (703) 767-9554

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

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

END OF MODIFICATION

AMENDMENT OF SOLICITATION/MOD	IFICATION O	FCONTRACT	1. CONTRACT	ID C	ODE K		Page 1 of 2	
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTI	VE DATE nuary 2012	4. REQUISITION	/PUR N/A		5. PROJE	CT NO. (If applicab	
ISSUED BY	CODE	SP0600			D BY (If other than Item 6)			
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Bryan Sveum/DLA Energy-E PHONE: (703) 767-9518 E-MAIL: bryan	A sveum@dla.mil			zata:	ACCOUNTING IN CRINTER			
NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State,	and ZIP Code)		9a, AMENDMENT	OF SOLIC	TATION NO.	
Hardin County Water District No. 1 1400 Rogersville Road				Fing	9b. DATED (SEE II	TEM 11)	B. All ones is	
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				х	10a. MODIFICATI NO. SP0600-1		NTRACT/ORDER	
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE) 30 Se	ITEM 13) ptember 2011	4	
The above numbered solicitation is am			AMENDMENTS OF	FSOL	ICITATIONS			
2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MODITEM 14. A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT B. THE ABOVE NUMBERED CON	ED PURSUAN EM 10A.	OF CONTRACTS/OT TO: (Specify author)	ority) THE CHANGE:	S SET	FORTH IN ITEM 14	ARE MADE	IN THE	
office, appropriation date, etc.) S	ET FORTH IN I	TEM 14, PURSUA	NT TO THE AUTHO	RITY	OF FAR 43.103(b)	es (such as ci	unges in paying	
C. THIS SUPPLEMENTAL AGREE D. OTHER (Specify type of modification)		The second second second second	JANT TO AUTHORI	TY O	F:			
IMPORTANT: Contractor [X] is not, [] is			return copi	es to t	he issuing office.			
Except as provided herein, all terms and condition to the condition of the	See A	Potable Water Additional Pag	er Utility Privatiza er Utility Syste	Deta	iils.	hanged and in	n full force and effe	
5B. NAME OF CONTRACTOR/OFFEROR		SC DATE SIGNED	Jain	es Jo	binson S DE AMERICA		16C DATE SIGNEI	
BY			BY A		P-		18 January 2012	
(Signature of person authorized to sig NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	<i>i</i>)		Signati		Pro	ANDARD F escribed by G R (48 CFR)		

Modification P00004 SP0600-11-C-8271 Fort Knox, KY

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

FROM: HQ0105

DEFENSE FINANCE ACCOUNTING SERVICE

DFAS INDIANAPOLIS CENTER 899 E. 56^{TH} STREET

INDIANAPOLIS, IN 46249

TO:

HQ0490

DEFENSE FINANCE ACCOUNTING SERVICE

DFAS-INDY VP GFEBS

8899 E 56TH STREET

INDIANAPOLIS IN 46249-3800

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

END OF MODIFICATION

AMEN	DMENT OF SOLICITATION/MOR	DIFICATION	OF CONTRACT	L CONTRACT I	D C	DDE K and not	teoffilial	Page 1 of 2
2. AM	ENDMENT/MODIFICATION NO. P00005		TIVE DATE January 2012	4. REQUISITION/	PUR N/A	CHASE REQ. NO.	5. PROJ	ECT NO. (If applicable)
	ED BY	CODE	SP0600	7. ADMINISTE	RED	BY (If other than Item	16)	CODE
DLA 8725 FOR	ENERGY – ENERGY ENTERPRISE JOHN J. KINGMAN ROAD, SUITE T BELVOIR, VA 22060-6222 (/Symbol: Kenneth Richardson/DLA E NE: (703) 767-9559 E-MAIL: kenne	4950	of room not not only of the state of the sta	i.s. Amy Gard a to Familio C do I, mystlone, ots				nie die Castena id Regraph 2-13 b. (2) Rese la Fort Kons.
8. NAN	IE AND ADDRESS OF CONTRAC	TOR (NO., atr	eet city, county, State , an	d ZIP Code)		9a, AMENDMENT	OF SOLI	CTTATION NO.
1400	THE RESIDENCE OF THE PERSON NAMED IN			animpi zastni	3,8	9b. DATED (SEE F	havin las	ir Canazarisa Offi
Phon	liff, KY 40160-9343 e: (270) 351-3222 ext. 208 (270) 352-3055				x	NO. SP0600-1		ONTRACT/ORDER
DUN	D.R.130402011						ITEM 13) otember 20)	
	. 11.	. THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF	SOL	ICITATIONS	EL NE	
opy of FAILU OFFEI amends or letter	s: (a) By completing items 8 and 1 the offer submitted; or (c) By sepa RE OF YOUR ACKNOWLEDG IS PRIOR TO THE HOUR AND nent you desire to change an offer makes reference to the solicitation COUNTING AND APPROPRIATION SITEM APPLIES ONLY TO MODE 4.	arate letter or GMENT TO D DATE SPE already subm n and this am	telegram which includ BE RECEIVED AT CIFIED MAY RESI itted, such change ma endment, and is receiv	es a reference to the THE PLACE DES ULT IN REJECTI y be made by telegred ed prior to the open	e soli SIGN ON come or and come	icitation and amends ATED FOR THE OF YOUR OFFER or letter, provided ea hour and date specif	ment numi RECEIP L If by vir ach telegra lied.	pers. FOF the of this West to Forest m and the solar into the
	A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN I	TEM 10A.	and traffilling it.	In 116-3				
	B. THE ABOVE NUMBERED COR office, appropriation date, etc.) S	NTRACT/ORD SET FORTH IN	ER IS MODIFIED TO F I ITEM 14, PURSUANT	TO THE AUTHORI	INIS TY O	TRATIVE CHANGES F FAR 43.103(b)	s (such as c	hanges in paying
X	C. THIS SUPPLEMENTAL AGREE	the second second second second		NT TO AUTHORITY	OF	FAR 52-243-1		
E IMPO	D. OTFIER (Specify type of modifical DRTANT: Contractor [] is not, [X]			them I assis	en des 7	he issuing office.		
	CRIPTION OF AMENDMENT/MO						ject matter	where feasible.)
	Fe		Kentucky – Uti Potable Water Additional Pages	Utility Systen	n			
	provided herein, all terms and conditi		unent referenced in Item	9A or 10A, as heretof	ore a	hanged, remains unch	anged and i	i full force and offect.
JA		VERY !	MWABSE			RACTING OFFICE oins-Berntsen	R	
ISB, NA.	ME OF CONTRACTORIOS VEROS TOTAL SALL Signature of person authorized to sig		31-1)AN-2012		Dia	OF AMERICA Antracting Officer)	1	31 January 2012

NSN 754F01-152/8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 52:243 Modification P00005 SP0600-11-C-8271 Fort Knox, KY

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

From: To:

JAMES JOHNSON LISA GOINS-BERNTSEN 8725 John J. Kingman Road 8725 John J. Kingman Road

Suite 3725 Suite 3725

Fort Belvoir, VA 22060 Fort Belvoir, VA 22060 DSN: 427-9554 DSN: 427-7543 (703) 767-9554 (703) 767-7543

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

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

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

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

UTILITY SYSTEM BILL OF SALE

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

This BILL OF SALE made and entered into this 31 day of January, 2012, by and between the UNITED STATES OF AMERICA, hereinafter the "Government", acting by and through the Secretary of the Army, c/o Commander and District Engineer, United States Army Corps of Engineers, Louisville District, ATTN: CELRL-RE, P.O. Box 59, Louisville, Kentucky 40201-0059, hereinafter referred to as the "Seller", under and pursuant to 10 USC 2688 and in accordance with Contract No. SP0600-11-C-8271, which is attached hereto as Exhibit A, and HARDIN COUNTY WATER DISTRICT NO. 1, hereinafter the "Purchaser", 1400 Rogersville Road, Radcliff, Kentucky 40160-9343.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 31 day of January, 2012, by authority of the Secretary of the Army.

STATE OF KENTUCKY)

COUNTY OF JEFFERSON)

conditions thereof.

UNITED STATES OF AMERICA

Acting by and through the Secretary of the Army Veronica A. Hiriams, Chief Real Estate Division Louisville District U.S. Army Corps of Engineers The foregoing Bill of Sale was acknowledged before me this 3 January, 2012, by Veronica A. Hiriams, Chief, Real Estate Division, Louisville District, U.S. Army Corps of Engineers, Louisville, Kentucky, acting by and through the Secretary of the Army for the United States of America. My Commission Expires: 6-25-201 APPROVAL AND ACCEPTANCE: On this 31 day of JAN, 2012, Hardin County Water District No. 1 hereby approves and accepts this Bill of Sale and does hereby agree to all of the terms and

STATE OF Kentucky)
(SS)
(COUNTY OF Hardin)

The foregoing Bill of Sale was acknowledged before me this 31 day of the sale of Hard as Executive. Acst of Hard No. 1.

My Commission Expires: 10-12-2015

My Commission Expires: 10-12-2015

My Commission Expires: 10-12-2015

AMENDMENT OF SOLICITATION/MODI	FICATION O	OF CONTRACT	1. CONTRACT ID CODE K			Page 1 of 3
2. AMENDMENT/MODIFICATION NO. P00006		FIVE DATE January 2012	4. REQUISITION/PUE	RCHASE REQ. NO.		CT NO. (If applicable)
ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			CODE
DLA ENERGY — ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Kenneth Richardson/DLA En PHONE: (703) 767-9559 E-MAIL: kennet	mech est and sale l					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stre	et city, county, State , and	I ZIP Code)	9a. AMENDMENT	OF SOLIC	TATION NO.
Hardin County Water District No. 1 1400 Rogersville Road Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x	9b. DATED (SEE III 10a. MODIFICATI NO. SP0600-1	ON OF CO	
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			11.50		ITEM 13) otember 2011	1010
11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS		
methods: (a) By completing Items 8 and 15 copy of the offer submitted; or(c) By separ FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODIL (FEM 14.)	MENT TO DATE SPE itted, such cl and this ame DATA (If rec	elegram which includ BE RECEIVED AT CIFIED MAY RESU nange may be made by endment, and is receiv quired)0 OF CONTRACTS/OR	es a reference to the sol THE PLACE DESIGN ULT IN REJECTION y telegram or letter, pro- ed prior to the opening EDERS, IT MODIFIES	licitation and amendr NATED FOR THE OF YOUR OFFER wided each telegram hour and date specifi THE CONTRACT/OR	nent numbe RECEIPT . If by virtu ded.	of OF this amendment S DESCRIBED IN
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	EM IOA.				JARUL -	
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI					(such as cha	nges in paying
C. THIS SUPPLEMENTAL AGREE	MENT IS EN	TERED INTO PURSUA	NT TO AUTHORITY OF	FAR 52.243-1	1494DA	
D. OTHER (Specify type of modificat						
E. IMPORTANT: Contractor [X] is not, [] 14. DESCRIPTION OF AMENDMENT/MODE 14. DESCRIPTION OF AMENDMENT/MODE 15. DESCRIPTION OF AMENDMENT/MODE 16. DESCRI				the issuing office.	iect matter w	here feasible.)
		Kentucky – Ut	ility Privatization Utility System	0.0		2070 2070 2000
	See	Additional Page	s for Further Deta	ils. to be ar-		
Except as provided herein, all terms and condition	u nou	ment referenced in Item			Demeda	full force and effect.
DA MARIE AND TITLE OF SIGNER (Type	ar print)		The state of the s		MI 200	9207
BY (Signature of person authorized to sign	16 16	15C DATE SIGNED	BY Signature of	S OF AMERICA Contracting Officer)	T HISTORY MARKIN	16C DATE SIGNED
NSN 7540-01-152-8070	ACT			DE INCHES AND AND	- I Ibily	E01827

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0001 is hereby revised as follows:

FROM:

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

See Schedule 1 for Breakout of Monthly Utility Service Charge

TO:

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

CLIN 0052 is hereby revised as follows:

FROM:

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

TO:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052	ISDC Surcharge – Year 1				
0052AA	Month 1 and 2 of 60 ACRN: AB	2	Mo.	\$473,831.00	\$947,662.00
0052AB	Year 1 – Months 3-12 of 60 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

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

	AMENDMENT OF SOLICITATION/MODIFICATION OF CONT			T 1. CONTRACT ID CODE K				
2. AMENDMENT/MODIFICATION NO. 3. EFFI			VE DATE pril 2012	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If ap. N/A				
6. ISSUED BY		CODE	SP0600	7. ADMINISTE	RED	BY (If other than Item	0)	CODE
DLA ENERGY – ENERGY 8725 JOHN J. KINGMAN FORT BELVOIR, VA 22 Buyer/Symbol: Kenneth Ric PHONE: (703) 767-9559	ROAD, SUITE 4 060-6222 chardson/DLA En	ergy-EA	a mil					
8. NAME AND ADDRESS O	OF CONTRACT	OR (NO., street	city, county, State ,an	d ZIP Code)		9a. AMENDMENT	OF SOLIC	ITATION NO.
Hardin County Water Distr 1400 Rogersville Road	rict No. 1					9b. DATED (SEE IT)	EM 11)	
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. Fax: (270) 352-3055	. 208				x	NO. SP0600-1		NTRACT/ORDE
POC : Jim Bruce, General I DUNS # 130402811 CAGE #316V9	Manager					10b. DATED (SEE II 30 Sept	TEM 13) tember 2011	
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- The purpose of this modification is to provide 10 months of funding for SubCLIN 0001AB and SubCLIN 0052AB. Section B.3 is hereby revised as a result of these changes; and Section G.5 is revised to establish the applicable appropriation data.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0001 is hereby revised as follows:

FROM:

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

TO:

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

CLIN 0052 is hereby revised as follows:

FROM:

CLIN	Description	Qty	<u>Unit</u>	Unit Price	Total Price
0052	ISDC Surcharge – Year 1				
0052AA	Month 1 and 2 of 60 ACRN: AB	2	Mo.	\$473,831.00	\$947,662.00
0052AB	Year 1 – Months 3-12 of 60 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00

TO:

CLIN	<u>Description</u>	Qty	<u>Unit</u>	Unit Price	Total Price
0052	ISDC Surcharge – Year 1				
0052AA	Month 1 and 2 of 60 ACRN: AB	2	Mo.	\$473,831.00	\$947,662.00
0052AB	Year 1 – Months 3-12 of 60	10	Mo.	\$473,831.00	\$4,738,310.00
	ACRN: AC				

Modification P00007 SP0600-11-C-8271 Fort Knox, KY

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

AC 02120122012 2020000 A2ABH 131079QDPW 2540 0010132035 1012.502 2ABH0086 021001 \$7,200,030.00

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K Page 1 of 2				
AMENDMENT/MODIFICATION NO. P00008		TIVE DATE August 2012	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If a				CCT NO. (If applicable)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERE		(If other than Item	16)	CODE
DLA ENERGY – ENERGY ENTERPRISE 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy- PHONE: (703) 767-8576 E-MAIL: doanna	4950 -EA	ail					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stre	et city, county, State , ar	nd ZIP Code)	9	a. AMENDMENT	OF SOLIC	ITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE I		
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			3	**		ION OF CO 11-C-8271	NTRACT/ORDER
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				1	0b. DATED (SEE) 30 Sep	<i>ITEM 13)</i> ptember 2011	
11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SO	OLIC	ITATIONS		
FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND amendment you desire to change an offer a or letter makes reference to the solicitation ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODI	D DATE SPE already submin and this ame N DATA (If req	CCIFIED MAY RES atted, such change ma endment, and is receiver equired)0	SULT IN REJECTIO ay be made by telegrar ived prior to the opening	on OI am or I ing ho	F YOUR OFFER letter, provided ea ur and date specif	R. If by virt ach telegran fied.	nue of this n
ITEM 14.							
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	EM 10A.						
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SI	TRACT/ORDI ET FORTH IN	ER IS MODIFIED TO ITEM 14, PURSUAN	REFLECT THE ADMIN T TO THE AUTHORIT	NISTR Y OF	ATIVE CHANGES FAR 43.103(b)	S (such as ch	anges in paying
X C. THIS SUPPLEMENTAL AGREE	THE RESERVE OF THE PARTY OF THE	THE STATE OF THE S	ANT TO AUTHORITY	OF: F	AR 52.243-1 ALT	1	
D. OTHER (Specify type of modificati				i sala a			
E. IMPORTANT: Contractor [] is not, [X] is 14. DESCRIPTION OF AMENDMENT/MOI					issuing office. citation/contract sub	hiect matter v	vhere feasible.)
Fo Except as provided herein, all terms and condition	See A	Kentucky – Ut Potable Water Additional Page	tility Privatization Utility System es for Further December 1940 or 104, as heretofor	ion (Contract 3. unged, remains unch	nanged and in	
15A. NAME AND TITLE OF SIGNER (Type James Bruce, General Manager			16A. NAME OF CO Kenneth R	Richard	dson	R	
15B. NAME OF CONTRACTOR/OFFEROR		15C.DATE SIGNED	16B, UNITED STAT	TES C	OF AMERICA		16C.DATE SIGNED
BY (Signature of person authorized to sign	1)		BY (Signature of	of Con	ntracting Officer)	_	July 10, 2012

The purpose of this modification is to incorporate a fully executed copy of Department of the Army Easement No. DACA27-2-12-114, effective August 1, 2012 as Reference Document JR9, Easement.

To:

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

From:

LISA GOINS-BERNTSEN 8725 John J. Kingman Road Suite 3725 Fort Belvoir, VA 22060

DSN: 427-7543 (703) 767-7543

E-mail: lisa.goinsberntsen@dla.mil

KENNETH RICHARDSON 8725 John J. Kingman Road Suite 3725 Fort Belvoir, VA 22060

DSN: 427-9559 (703) 767-9559

E-mail: kenneth.richardson@dla.mil

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

DEPARTMENT OF THE ARMY

EASEMENT FOR POTABLE WATER UTILITY SYSTEM

LOCATED ON

FORT KNOX MILITARY RESERVATION

HARDIN COUNTY, KENTUCKY

This Easement is made on behalf of THE UNITED STATES OF AMERICA, between THE SECRETARY OF THE ARMY, acting by and through the Chief, Real Estate Division, U.S. Army Engineer District, Louisville, hereinafter referred to as the "Grantor", under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement is not incompatible with the public interest and having received Congressional Approval for the conveyance of the potable water utility system, and pursuant to the Bill of Sale for the conveyance of the potable water utility system, attached as Exhibit A and the Utility Contract No. SP0600-11-C-8271 hereinafter "Contract", Attachment 1 to Exhibit A and the Hardin County Water District #1, 1400 Rogersville Road, Radcliff, Kentucky 40160, hereinafter referred to as the "Grantee".

NOW THEREFORE;

The Grantor, for good and valuable consideration set forth below, the receipt and sufficiency of which are hereby acknowledged, upon and subject to the terms, covenants and conditions set forth in this Easement, does hereby:

Grant and convey to Grantee, an easement for the construction, operation, maintenance, replacement and repair of the potable water utility system as described in the Bill of Sale and Contract, and more particularly described in Attachment 2 to Exhibit "A", hereinafter referred to as the "Facilities", over, across, in and upon lands of the United States as identified in Exhibit "B", located on the Fort Knox Military Reservation, hereinafter "Installation", located in Hardin County, Kentucky, hereinafter referred to as the "Premises", and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is hereby granted for a term of fifty (50) years, beginning 01 February 2012 and ending 31 January 2062, so long as the Grantee remains in compliance with any or all of the conditions of this Easement, and the Contract remains in effect. If the Contract is extended, then the Term of this Easement will be extended to run with any extension of the Contract.

2. CONTRACT-EASEMENT RELATIONSHIP

This Easement and the Contract shall not merge and the terms and conditions of the Contract shall survive the execution and delivery of this Easement and any subsequent recordation thereof. In the event the terms and conditions of the Contract and Easement conflict, the terms and conditions of the Easement shall prevail as to the easement estate, protection of the underlying fee property of the United States, and title to the Facilities and the Contract shall prevail as to the obligations and operational agreement between the parties. A Termination Default under the Contract may constitute a Termination Default under this Easement and a Termination Default under the Easement may constitute a Termination Default under the Contract. Unless otherwise specified in this easement, any and all Government rights and remedies as set forth in the Contract and in this Easement will be available to the Government on a cumulative basis to enforce the provision of this Easement.

3. CONSIDERATION

The consideration for this Easement and conveyance of the Facilities is the value for the Facilities as set out in the Bill of Sale and Contract and the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of the Facilities located on the Premises for the benefit of the United States and the general public in accordance with the terms and conditions hereinafter set forth, and the terms and conditions of the Contract.

4. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Hardin County Water District #1, ATTN: Jim Bruce, General Manager, 1400 Rogersville Road, Radcliff, KY 40160; and, if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, U.S. Army Corps of Engineers, P.O. Box 59, Louisville, KY 40201-0059 or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

5. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Grantor", "Secretary", "Chief, Real Estate Division", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

6. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the Premises for the purposes herein granted shall be subject to this Easement under the general supervision and approval of the Grantor. The construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of said Facilities,

including any ancillary facilities, shall be performed in accordance with the terms of the Contract.

7. APPLICABLE LAWS AND REGULATIONS

- a. The grantee shall comply with all applicable Federal, State, county and municipal laws, ordinances and regulations wherein the Premises are located, and any additional specifically identified laws, ordinances, and regulations set out in the Contract. The Grantee shall be solely responsible for obtaining at its cost and expense any permits or licenses required for its operations under this Easement, independent of any existing permits or licenses held by the Grantor.
- b. The Grantee shall promptly report to the Grantor any incident for which the Grantee is required to notify a Federal, State or local regulatory agency or any citation by Federal, State or local regulatory agency of non-compliance with any applicable law, ordinance or regulation, and provide copies to the Grantor within a reasonable time

8. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States, except as set out in the Contract.

9. MAINTENANCE, INSPECTION AND REPAIRS

All right-of-ways shall be maintained by the Grantee if required by the Contract. The Grantee shall inspect the Facilities and the premises at reasonable intervals and immediately repair any defects found by such inspection or when required by Grantor to repair any such defects. All herbicide applications, including but not limited to, type of herbicide and method of application, shall be subject to approval as set out in the Contract or, if not covered in the Contract – by Garrison Commander. The trimming of trees in the right-of-ways, around buildings, and in cantonment areas of the Installation, shall be subject to approval as set out in the Contract or, if not covered in the Contract by the Garrison Commander. Trees that fall from outside of the Premises totally or partially into the right-of-way shall be the responsibility of the Grantee to clear, including disposal of all debris. Tree limbs may be chipped and disposed of on selected portions of the right-of-way as approved by the Grantor.

10. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a similar condition which meets the approval of the Grantor, which approval shall not be unreasonably withheld, or at the election of the Grantor, reimbursement

made therefore by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to the Grantor.

11. RIGHT TO ENTER

- a. The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any reasonable purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and unless as otherwise provided in the Contract, the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.
- b. The Grantee shall have the right to enter the Installation to exercise its rights under this Easement, subject to certain restrictions and/or special conditions required by the Installation. The Grantee acknowledges and recognizes that:
- (1) Premises are located on active U.S. Army installations and, as such, access to the easement activities may be subject to temporary closings and identification and/or routing requirements due to the occurrence of announced or unannounced events, actual or simulated, involving: mobilization, extreme weather conditions, security, anti-terrorist force protection measures, police, medical or fire-related emergencies; the occurrence of a national emergency declared by the President or Congress; or due to planned military training exercises affecting the Premises. It is expressly understood that the Grantor may limit or restrict the right of access granted in any manner considered necessary, in the Grantor's sole discretion.
- (2) Grantor, acting by and through its duly authorized Commander, Fort Knox, exercises command and control over and with respect to (i) the Premises, including traffic control, security, force protection, law enforcement, fire protection, activities performed thereon and command and control matters, and (ii) military personnel that may be at or otherwise present on the Premises from time to time.

12. TRANSFERS AND ASSIGNMENTS

Without prior written approval by the Grantor, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees

or others who may be on the premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

14. SUBJECT TO EASEMENTS

- a. This Easement is subject to all other existing easements, or those subsequently granted, as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of the Grantor, interfere with the use of the Premises by the Grantee.
- b. At the request of the Grantee, but subject to the provisions of this Easement, the Grantor will grant easements or other outgrants, in accordance with all applicable Federal, state, county and municipal laws, ordinances and regulations, over the Premises and other areas of the Installation if reasonably required for the proper exercise of the Contract, so long as such easement or other outgrants do not materially interfere with the operation of the Installation. Any such easement or other outgrants will provide that the Grantor may terminate such use if the easement or other outgrant materially interferes with future activities on the Installation. In the event that the Grantor denies the Grantee's request or terminates an easement or other outgrant previously granted, the Grantor will coordinate with the Grantee to identify alternative means of access, service or other use that the requested easement or other outgrant was intended to provide.
- c. The Grantee is responsible to obtain any easements or rights-of-way over areas that are not owned or controlled by the Grantor, yet are required for performance under the Contract, at the Grantee's sole cost and expense.

15. RELOCATION OF FACILITIES

- a. This easement is granted subject to existing structures and improvements and the Grantor will not be required to relocate existing Facilities, improvements, or encroachments on the Premises, except as otherwise agreed in the Contract.
- b. In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the Grantor, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by Grantor, subject to contract modification. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the Grantor may cause such relocation. Depending on the size, complexity and urgency associated with any such relocation, and with due regard for extreme weather conditions, in the sole discretion of the Grantor, additional time for said relocation may be granted by the Grantor.

16. TERMINATION

- a. <u>Noncompliance with the Easement</u>. The Grantee is charged at all times with full knowledge of all the limitations and requirements of this Easement, the necessity for correction of deficiencies, and with compliance with the terms and conditions. The Grantor will notify the Grantee of any Noncompliance with the Easement, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the Noncompliance.
- b. <u>Default of Easement</u>. If the Grantee fails to satisfactorily correct, or reach agreement on the corrective action necessary to reach compliance, the Grantor may elevate the Noncompliance to a Default upon delivery to the Grantee of a written notice of Default, giving a period of time in which to correct the Default.
- c. Termination Default Right to Terminate Easement or Proceed with other Remedies. If the Grantee fails to satisfactorily correct, or reach agreement on the corrective action necessary to stop Default, Grantor may elevate the Default to a Termination Default. In the event of a Termination Default, the Grantor may send Notice to Terminate the Easement because of the Termination Default, or, alternatively, may stay the sending of Notice to Terminate the Easement, may seek damages, may seek specific future measures to prevent the reoccurrence of such Default, and/or pursue any other remedy available under law or equity. The termination date for the Easement shall be effective as of a day specified in the Notice to Terminate, if sent.

d. Termination for other than Non-Compliance with Easement,

- (1) This Easement may be terminated by the Grantor upon thirty (30) days written Notice to Terminate to the Grantee if the Grantor determines that the right-of-way hereby granted interferes with the use or disposal of said land by the United States. The Grantor will provide Notice to Terminate, but the process for noncompliance set out above is not applicable.
- (2) This Easement may be terminated by the Grantor if the parties agree that the Premises have been abandoned or not used for a period of two (2) years by the Grantee. If Grantor has made a good faith effort to locate Grantee to provide Notice to Terminate, but Grantee cannot be located or no longer exists as a corporate entity, the Grantor may proceed with termination, and provide notice in the land records by any appropriate method required to clear title.
- (3) This Easement may be terminated by the Grantor if the Grantee fails to comply with the terms and conditions of, or is in default under, the Contract. In addition, if the Contract is terminated, expires or becomes void, then this Easement may be terminated.

17. SOIL AND WATER CONSERVATON

Upon the Premises, the Grantee shall maintain, in a manner satisfactory to the Grantor, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein

granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by the Grantor. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

18. ENVIRONMENTAL PROTECTION

- a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate, or local governmental agency having jurisdiction to abate or prevent pollution. Compliance with Condition 7, APPLICABLE LAWS AND REGULATIONS, including those affecting the environment, is a condition of this Easement.
- b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, and local laws and regulations, including the Installation's Integrated Pest Management Plan. The Grantee must obtain approval in writing from the Garrison Commander before any pesticides or herbicides are applied to the Premises.
- c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources. If the Grantee fails to conduct any necessary remediation in a satisfactory manner, as determined by the Grantor and regulatory authorities, then the Grantor may correct the deficiency and address reimbursement for costs in accordance with rights established under the Contract, rights established by applicable laws or regulations, or may pursue the matter as an affirmative claim or through litigation.
- d. For hazardous chemical, hazardous waste, or petroleum, oil and lubricant (POL) spills caused by or under the control of the Grantee, the Grantee will contain the spill with Grantee-furnished materials in accordance with the Integrated Contingency Plan (ICP). While the spill is being contained, the Ft. Knox Fire and Emergency Services Division and environmental management office shall be notified immediately. Containment and notification should occur simultaneously. Cleanup and restoration shall be the responsibility of the Grantee.
- e. The Grantee shall not use the Premises for the storage or disposal of non-Department of Defense owned hazardous or toxic materials, as defined in 10 U.S.C. 2692, unless authorized under 10 U.S.C. 2692 and properly approved in the Contract. The Grantee may bring onto the Installation only those materials needed to fulfill the Grantee's purpose in regards to management of the utility.
- f. Additional environmental analysis may be required to stay in compliance with applicable environmental laws. The Grantee shall be responsible for preparing any necessary documents that are driven, in whole or in part, by Grantee initiatives. Draft documents should be submitted to Ft. Knox, chief of the environmental management office for review and approval before they are submitted to regulatory agencies. Grantee shall also be responsible for costs incurred to meet

public participation obligations, including but not limited to printing, publication of notices and conducting public meetings.

19. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

20. RESTORATION

- a. On or before the termination or expiration without renewal of this Easement, the Grantee shall, without expense to the Grantor, except as set out in the Contract, and within such time as the Grantor may indicate, remove all properties and materials of the Grantee, except the Facilities, and restore the Premises to the satisfaction of the Grantor. In the event the Grantee shall fail to remove said properties and materials and restore the Premises, the Grantor shall have the option to take over said properties, materials and facilities without compensation, or to remove same and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action, except as otherwise provided by the Contract.
- b. On or before the expiration or termination date of this Easement or portion thereof, the Grantee shall deliver a bill of sale to the Grantor conveying all of the Grantee's right, title and interest in and to the Facilities as part of the termination of the Easement, for consideration as set out in the Contract.

21. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

22. NO INDIVIDUAL LIABILITY OF GOVERNMENT OFFICIALS

No covenant or agreement contained in this Easement shall be deemed to be the covenant or agreement of any individual officer, agent, employee or representative of the Government, in his or her individual capacity and none of such persons shall be subject to any personal liability or accountability by reason of the execution of this Easement, whether by virtue of any constitution, statute or rule of law or by the enforcement of any assessment or penalty, or otherwise.

23. IDENTIFICATION OF GOVERNMENT AGENCIES, STATUTES, PROGRAMS AND FORMS

Any reference in this Easement, by name or number, to a government department, agency, statute, regulation, program, or form shall include any successor or amendment department, agency, statute, regulation, program or form.

24. FAILURE OF GRANTOR TO INSIST UPON COMPLIANCE

- a. Neither the failure of the Grantor to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this Easement, nor Grantor's pursuit of compliance under the Contract rather than the Easement, shall not be construed as a waiver or relinquishment of the Grantor's right to the current or future performance of any such terms, covenants or conditions and the Grantee's obligations in respect to such performance shall continue in full force and effect.
- b. No remedy herein or otherwise conferred upon or reserved to Grantor shall be considered to exclude or suspend any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing at or in equity, regulation or by statute, and every power and remedy given by this Easement to Grantor may be exercised from time to time and so often as occasion may arise or as may be deemed expedient.

25. RIGHT-OF-WAY WIDTH FOR DISTRIBUTION SYSTEM AND DISTRIBUTION SYSTEM MAPPING AND RECORDS

- a. The right-of-way for above ground lines/pipes shall be a total of thirty (30) feet in width. The right-of-way for underground lines/pipes shall be a total of fifteen (15) feet in width. The right-of-way for fenced, related facilities, such as pump stations, water plants, etc., containing operational components of the Grantee-owned system shall include the entire area inside the fence line that encloses the area and an area of 4 feet outside of the perimeter of the fence line.
- b. The maps attached as Exhibit "B" reflect the most current information available regarding the existing components of Facilities and their location.

26. JOINT USE

- a. The Easement Premises are not exclusive to the Grantee. It is understood and agreed, however, that future easements granted by the Government and/or the future installation of structures and improvements by the Government or its suppliers/contractors on the Premises shall in all events avoid interference with Grantee's use of the Premises.
- b. The Grantor reserves the right to construct, use and maintain across, over and/or under the Premises and other Facilities in such a manner as may be necessary for Army operations.

Grantor acknowledges that such action could impede or inhibit Grantee's ability to comply with the terms of the Contract, and may require a contract modification.

27. SUBSURFACE EXCAVATION

- a. The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify the Chief of the Environmental Division and protect the site and material from further disturbance until they give clearance to proceed.
- b. The Grantee shall not conduct any subsurface excavation, digging, drilling or other disturbance of the surface without the prior written approval of the Grantor in accordance with the Contract.

28. NON-TRANSFERRABLE RIGHTS

Conditions 6, 9, 10, 11, 13, 15, 16, 20 are non-transferable rights of the United States. In the event of disposal of the United States' underlying fee, these rights and conditions will not transfer with the land.

29. DISPUTES

- a. Except as provided in the Contracts Disputes Act (CDA), all disputes arising under or related to this Easement shall be resolved under this Condition and the provisions of the CDA. However, if the Parties mutually agree, they can concurrently pursue alternative dispute resolution.
- b. A claim or dispute by a party shall be made in writing and submitted to the Grantor. The Grantee shall proceed diligently with performance of this Easement, pending final resolution of any request for relief, claim, appeal, or action arising under this Easement.
- c. If the dispute involves both the Contract and the Easement, the dispute may be combined.

30. MORTGAGE OF THE EASEMENT INTEREST

During the term of this Easement, the Grantee may, with written consent from the Grantor, encumber its interest in the Easement. If the Grantee wishes for Grantor to provide notices to the Mortgagee, the Grantee will furnish the Grantor the name and address of each record holder of a Mortgage (excluding parties holding participation interests in the Mortgage) to be used in such notice. Further, the Grantee shall notify the Grantor promptly of any lien or encumbrance that has been created or attached to the Grantee's interest in the Easement, whether by act of the Grantee or otherwise, of which the Grantee has actual notice.

31. HISTORIC PRESERVATION

a. The Grantee shall not construct or make or permit its subgrantee or assigns to construct or make any alterations, additions, or improvements to, or installations upon, or otherwise modify or alter the Premises in any way which may adversely affect the Ft.Knox's historic register or historic register-eligible properties, or cultural resources, without the prior written consent of the Garrison Commander.

32. SOLID WASTE MANAGEMENT UNIT

a. For construction or alterations, additions, modifications, improvements, or installations (collectively "work"), in the proximity of operable units or solid waste management units (SWMUs) that are part of any Federal or State Resource Conservation & Recovery Act (RCRA) Corrective Action Program, State Remediation Consent Orders, or the Army Integrated Resource Plan (IRP), such consent may include a requirement for written approval by the Grantor's Remedial Project Manager. Except as such written approval shall expressly provide otherwise, all such approved alterations, additions, modifications, improvements, and installations shall become Government property when annexed to the Premises.

33. PROHIBITION OF COMMINGLING ARMY AND NON-ARMY HAZARDOUS WASTES.

The Installation's accumulation points for hazardous and other wastes will not be used by the Grantee or any subgrantee. Neither will the Grantee or subgrantee permit its hazardous wastes to be commingled with hazardous waste of the Department of the Army.

34. REQUIREMENT FOR HAZMAT SPILL PLAN.

The Grantee shall prepare and maintain a Government-approved plan for responding to hazardous waste, fuel, and hazardous material spills prior to commencement of operations on the Premises. Such a plan shall be independent of the Ft. Knox plan and, except for initial fire response and/or spill containment, shall not rely on installation personnel or equipment. Should the Government provide any personnel or equipment, whether for initial fire response and/or spill containment, or otherwise on request of any Government officer conducting timely cleanup actions, the Grantee agrees to reimburse the Government for its costs.

35. LEAD-BASED PAINT WARNING AND COVENANT:

a. The Premises do not contain residential dwellings and are not being outgranted for residential purposes. The Grantee is notified that the easement Premises contains buildings, structures, material, and equipment, built prior to 1978 that may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to use of

easement Premises.

- b. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Screening Document (ESD), which has been provided to the Grantee.
- c. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this Easement.
- d. The Grantee shall not permit use of any buildings or structures on the easement Premises for residential habitation without first obtaining the written consent of the Army. The Grantee agrees to be responsible for any future remediation of lead-based paint found to be necessary on the easement Premises.
- e. The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors or assigns, subgrantee, or to any other person, including members of the general public, arising from or incident to possession and/or use of any portion of the easement Premises containing lead-based paint as residential housing. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents, and employees, from and against all suits, claims, demands, actions, liabilities, judgments, costs, and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by, or arising out of the possession and/or use of any portion of the easement Premises containing lead-based paint as residential housing. This section and the obligations of the Grantee hereunder shall survive the expiration or termination of this Easement and any conveyance of the easement Premises to the Grantee. The Grantee's obligation hereunder shall apply whenever the United States of America incurs costs or liabilities for actions giving rise to liability under this section.

36. NOTICE OF THE PRESENCE OF ASBESTOS COVENANT:

- a. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos-containing materials ("ACM") have been found on the easement Premises, as described in the Environmental Screening Document (ESD). The ACM on the easement Premises does not currently pose a threat to human health or the environment. All friable asbestos that posed a risk to human health has been removed, repaired, encapsulated, or enclosed.
- b. The Grantee covenants and agrees that its use and occupancy of the easement Premises will be in compliance with all applicable laws relating to asbestos, and that the Grantor assumes no liability for future remediation of asbestos or damages for personal injury, illness, disability, or death, to the Grantee, its successors, or assigns, subgrantees, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever

with asbestos on the easement Premises described in this Easement, whether the Grantee, its successors, or assigns have properly warned or failed to properly to warn the individual(s) injured. The Grantee agrees to be responsible for any future remediation of asbestos found to be necessary on the Premises.

37. REQUIREMENTS FOR ENDANGERED OR OTHER PROTECTED SPECIES.

a. The Grantee shall in no way interfere with the management of or modify habitat designated for the management of federally listed endangered or threatened species or other protected species without coordinating with Installation's environmental management office. Any actions with the potential to disturb vegetation, animals, soils, or initiate soil erosion will be coordinated through the Installation's environmental management office. Recurring maintenance of easements will be established through a Memorandum of Agreement with the Installation DPW to establish acceptable standard methods including the use of herbicides, removal of vegetation by mechanical means, transport of equipment for same purposes, placement of utilities underground, or other actions with the potential to disturb soils, or modify the environment.

b. The installation has an Integrated Natural Resources Management Plan (INRMP), which will be made available for review.

38. UNEXPLODED ORDNANCE

The Grantee will be aware that since the Premises are on a military installation with a history of ordnance and explosives (OE) use, there is a potential for OE to be present on the property. In the event the Grantee or its successors and assigns should discover any OE on the property, they shall not attempt to remove or destroy it, but they shall immediately notify the military police. Competent U.S. Army Explosive Ordnance personnel will be dispatched promptly to dispose of such OE properly at no expense to the government.

EASEMENT NO. DACA27-2-12-114

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this
ACKNOWLEDGEMENT
COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON SS
BEFORE me a Notary Public in and for the County of Jefferson, personally appeared <u>Veronica</u> <u>A. Hiriams</u> to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.
GIVEN under my hand and seal this 14th day of May 2012.
Sisa M. Patrick Notary Public
My Commission Expires: 6-24-2014

EASEMENT NO. DACA27-2-12-114

THIS EASEMENT is also executed by the Grantee this day of, 2012.
HARDIN COUNTY WATER DISTRICT No. 1
NAME: James Sibercan TITLE: GENERAL MANNER
TITLE: GENERAL MANNOER
ACKNOWLEDGEMENT
COMMONWEALTH OF KENTUCKY
SS COUNTY OF HARDIN HARDIN BEFORE me a Notary Public in and for the County of Jacticson, personally appeared James Bruce to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.
GIVEN under my hand and seal this 30th day of April 2012.
Notary Public

This instrument is an easement and is exempt from transfer tax under the provisions of KRS 142.050(1)(a).

This instrument was prepared by:

LISA M. PATRICK

Assistant District Counsel U.S. Army Corps of Engineers Louisville District

P.O. Box 59

Louisville, KY 40201-0059

UTILITY SYSTEM BILL OF SALE

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this 31 50 co. day of January, 2012, by authority of the Secretary of the Army.

> UNITED STATES OF AMERICA Acting by and through the Secretary of the Army Veronica A. Hiriams, Chief Real Estate Division Louisville District U.S. Army Corps of Engineers

STATE OF KENTUCKY COUNTY OF JEFFERSON

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

My Commission Expires: 6-25-2014

Sua M. Patrick

Notary Public, State at Large, Kentucky

APPROVAL AND ACCEPTANCE:

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

STATE OF Kentucky)
() SS
(COUNTY OF Hardin)

The foregoing Bill of Sale was acknowledged before me this 31st day of human through 2012 by Angrea Palmer as Executive. Asst of Hard Notary COUNTY WATER DISTRICT NO. 1.

My Commission Expires: 10-12-2015

Notary Public, State at Large,

				1. CONTRACT ID CODE	YES COLUMN	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	E DATE	4. REQUISI	4. REQUISITION/PURCHASE REQ. NO. 5. PI		
P00009	July 18, 2	2012	ASE ADI ES	(If applicable)		
6. ISSUED BY DEFENSE LOGISTICS AGENCY ENI 8725 JOHN J. KINGMAN ROAD, SUI		SP0600	Services	ISTERED BY CODE (If other I	188 2	
FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna A Young/DLA PHONE: (703) 767-8576 FAX: (703) E-MAIL: daonna young@dla.mii P			s and the			
8, NAME AND ADDRESS OF CONTRACTOR	(NO., street, city coun		Code)	9a. AMENDMENT OF SOLIS	(GIII)	
Hardin County Water District No. 1				9b. DATED (SEE ITEM 11)		
1400 Rogersville Road Radeliff, KY 40160-9343			X MARIE	10a. MODIFICATION OF CO SP0600-11-C		
DUNS: 130402811	CAGE CODE: 316	/9		10b. DATED (SEE ITEM 13) September 30		
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The purpose of this modification is to establish CLIN 0057 assign the applicable appropriation data. The Government and the System Owner agree that there will be no increase to the applicable Operations and Maintenance (O&M) and /or Renewals and Replacement (R&R) costs applicable to this project. Accordingly, the contract in Block 10A above is modified as follows:

A. SECTION B - Supplies or Services -

CLIN 0057 is hereby established as follows:

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

B. G.6 Accounting and Appropriation Data

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

Line of Accounting:

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

Document Reference Number: MIPR0010195917

Funding Breakdown:

Total Funding for ACRN AD:	On CLIN 0057	\$4,869.46
Total Obligated for ACRN AD:		\$4,869.46
Remaining Funds for ACRN AD:		\$0

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

. AM	ENDMENT/MODIFICATION NO. P00010	3. EFFECTI 29 Jan	VE DATE mary 2013	4. REQUISITION/PU		PROJECT NO. (If applicable	
ISS	UED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			
FOR Buye	A ENERGY – ENERGY ENTERPRISE 5 JOHN J. KINGMAN ROAD, SUITE 4 LT BELVOIR, VA 22060-6222 er/Symbol: Weston Goodman/DLA Ener DNE: (703) 767-9560 E-MAIL: weston	gy-FEEAB	nil				
NA	ME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State ,an	d ZIP Code)	9a. AMENDMENT OF S	SOLICITATION NO.	
	din County Water District No. 1				9b. DATED (SEE ITEM)	(1)	
Rad Pho	0 Rogersville Road cliff, KY 40160-9343 ne: (270) 351-3222 ext. 208 (270) 352-3055			2		OF CONTRACT/ORDER -8271	
POO	: Jim Bruce, General Manager NS # 130402811 IE #316V9				10b. DATED (SEE ITEM 30 Septemb		
	11.	THIS ITEM O	NLY APPLIES TO	AMENDMENTS OF SO	DLICITATIONS		
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Modification P00010 SP0600-11-C-8271 Fort Knox, KY

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0002 is hereby established as follows:

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

CLIN 0052 is hereby revised as follows:

FROM:

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

Modification P00010 SP0600-11-C-8271 Fort Knox, KY

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$1,440,006.00

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

AMENDMENT OF SOLICITATION/MOD	FICATION O	F CONTRACT	1, CONTRACT ID CODE K Page			Page 1 of 3		
2. AMENDMENT/MODIFICATION NO. P00011	3. EFFECT 28 N	IVE DATE March 2013	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. N/A					ECT NO. (If applicable)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6) CODE			CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE- FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ener PHONE: (703) 767-9560 E-MAIL: westor	gy-FEEAB	mil						
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	t city, county, State ,and	d ZIP Code)		9a. AMENDMENT	OF SOLIC	CITATION NO.	
Hardin County Water District No. 1					9b. DATED (SEE I	TEM 11)		
1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	10a MODIFICATI NO. SP0600-1		ONTRACT/ORDER	
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 30 Sep	<i>ITEM 13)</i> ptember 201	II.	
11.	THIS ITEM (ONLY APPLIES TO	AMENDMENTS OF	SOL	ICITATIONS			
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C. THIS SUPPLEMENTAL AGREE	MENT IS ENT	ERED INTO PURSUA	ANT TO AUTHORITY	OF				
D. OTHER (Specify type of modifical	tion and authori	לעם						
E. IMPORTANT: Contractor [X] is not, [14. DESCRIPTION OF AMENDMENT/MO					he issuing office.			
	ort Knox,	Kentucky – Ut Potable Water	ility Privatizat Utility Systen s for Further D	tion	Contract			
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type		nent referenced in Item			hanged, remains uncha		n full force and effect.	
			KEN	VE.	TH RICHARDS	SON		
15B. NAME OF CONTRACTOR/OFFEROR		15CDATE SIGNED	16B, UNITED SE	TE	S OF AMERICA		16C.DATE SIGNED	
) Par			nv //	(M		12/2/12	
(Signature of person authorized to sign	1)		BY (Signature	oft	Constituting Officer)		DIC DIL	
NSN 7540-01-152-8070			1	/		NDARD F	OPM 20 /PEV 10 92V	

PREVIOUS EDITION UNUSABLE

STANDARD FORM 36 (REV 10-83) Prescribed by GSA FAR (48 CFR) 52.243

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

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

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Months 13-14 of 60 ACRN: AE	2	Mo.	\$473,831.00	\$947,662.00
0053AB	Months 15-24 of 60 ACRN: TBD	10	Mo.	\$473,831.00	\$4,738,310.00

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$2,160,009.00

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC			OF CONTRACT ID CODE		DE	PAGE	OF PAGES	
2. AMENDME	ENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQ	UISITION NUMBER	5. PROJEC	CT NUMBE	R (If applicable
P00033		See Block 16C						Mil senii
8725 JOH FORT BEI Buyer/Syn	Y CODE BY – UTILITY SERVICES IN J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 nbol: Matthew Fox/DLA Energy-FEEBB (703) 617-1421 E-MAIL: Matthew.fox@d	SP0600	7. ADMINISTERED BY	(If oth	er than Item 6)	code om sirti gritteni di set (0 servite)	to sed obliga 08 to 0 motor	quio edT A (f 16 8
8. NAME AN	ID ADDRESS OF CONTRACTOR (NO.,	street city, county, State ,	and ZIP Code)		9A. AMENDME	NT OF SOLI	CITATION	NUMBER
1400 Rogers Radcliff, KY Phone: (270) Fax: (270) 35	40180-9343) 351-3222 ext. 208 52-3055 ruce, General Manager	to March 31, 201 to March 31, 201 ings – Schodulg 1, iter Datrict 1 (MCV 2 value by \$158.9			9B. DATED (SEI 10A. MODIFICA 10B. DATED (SE	TION OF CO	ONTRACT/	A se
CODE		ACILITY CODE M ONLY APPLIES TO	AMENDMENTS OF	9011	SP0600-11-C-8271			71
communication specified.		ation makes reference to the (red)	policitation and this amendment	ONTR	ACTS/ORDER	to the openin		d date
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	RSUANT TO: (Specify authority	(y) THE CHANGES SET FO	RTH II	N ITEM 14 ARE MA	DE IN THE	CONTRAC	TORDER
	B. THE ABOVE NUMBERED CONTRACT/(appropriation data, etc.) SET FORTH IN					changes in p	paying offic	e,
	C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification an		NT TO AUTHORITY OF: 52.	243-1	Changes Fixed	-Price Altern	ate I	7
	or or the reposit type or meancastra	o domony,	183	OBAT	a of porton	Perior		
E. IMPORT	TANT: Contractor ☐ is not ☒ is	required to sign this do	ocument and return 1	copi	es to the issuin	g office.		
14. DESCRIPT	TION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	Sum		1: 100 d of perion sty 1:2017-	ACORA Perio	sible.)	
Except as prov	vided herein, all terms and conditions of the do	cument referenced in Item 9A	or 10A, as heretofore chan	ged, re	emains unchanged	and in full for	rce and eff	ect.
	IND TITLE OF SIGNER (Type or print)	Resid that the	CARL SILVERS					FICER
15B. CONTRA	ACTOR/OFFEROR Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF SILVERSTONE.CARL.137702304 (Signatur	4 Date:	RICA by suppositive STONE CARE, 150 post 702 pt 12:2002 90000 ontracting Officer)	7023044	Wat in	DATE SIGNED ruary 1, 2017

Previous edition unusable

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

SubCLBs 6055AC to hareby revised as follows:

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

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

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

TO:

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

SubCLIN 0056AC is hereby revised as follows:

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Pi	rice
0056AC	Month 57-59 of 60	3	Mo	\$399,702.35	\$1,199,10	07.05
	ACRN: AL Period of performance:					
00.001,000	October 1, 2016- December 31, 2016				SEPARATION	11
0056AD	Month 60 of 60 ACRN: TBD	1	Мо	\$399,702.35	\$399,70	2.35
	Period of performance:					1.1
	January 1, 2017- January					
00:016.090	31, 2017			200		

TO:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price	е
0056AC	ACRN: AL Period of performance:	4	Мо	\$399,702.35	\$1,598,809.	40
885,225,00 845,140,00	October 1, 2016- January 31, 2017			60.0	160.4903 100.5723	35

CLIN 0006 and subCLIN 0006AA are hereby established:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM	12	Мо	\$245,094.00	\$2,914,128.00
	Period of performance:				
00 400,000	February 1, 2017 -				
044414	January 31, 2018			V0.865	SHE SE

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

B.4 Monthly Utility Service Charge – Schedule 1

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

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
CO SEC SPECIAL	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00

5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00			\$335,258.00	\$4,023,096.00	
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	
26	\$365,686.00			\$365,686.00	\$4,388,232.00	
27	\$372,095.00			\$372,095.00	\$4,465,140.00	
28	\$378,616.00			\$378,616.00	\$4,543,392.00	
29	\$385,252.00			\$385,252.00	\$4,623,024.00	
30	\$392,005.00			\$392,005.00	\$4,704,060.00	
31	\$398,875.00			\$398,875.00	\$4,786,500.00	
32	\$405,866.00			\$405,866.00	\$4,870,392.00	
33	\$412,980.00			\$412,980.00	\$4,955,760.00	
34	\$420,218.00			\$420,218.00	\$5,042,616.00	
35	\$427,583.00			\$427,583.00	\$5,130,996.00	
36	\$435,077.00			\$435,077.00	\$5,220,924.00	
37	\$442,703.00			\$442,703.00	\$5,312,436.00	
38	\$450,462.00			\$450,462.00	\$5,405,544.00	
39	\$458,357.00			\$458,357.00	\$5,500,284.00	
40	\$466,390.00			\$466,390.00	\$5,596,680.00	
41	\$474,565.00			\$474,565.00	\$5,694,780.00	
42	\$482,882.00			\$482,882.00	\$5,794,584.00	
43	\$491,346.00			\$491,346.00	\$5,896,152.00	
44	\$499,957.00			\$499,957.00	\$5,999,484.00	
45	\$508,720.00			\$508,720.00	\$6,104,640.00	
46	\$517,636.00			\$517,636.00	\$6,211,632.00	
47	\$526,709.00			\$526,709.00	\$6,320,508.00	
48	\$535,940.00			\$535,940.00	\$6,431,280.00	
49	\$545,334.00			\$545,334.00	\$6,544,008.00	
50	\$554,892.00		10.300.100	\$554,892.00	\$6,658,704.00	

86,507,695

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

Project No.	Year 6 – 10 Project Name	CIP Totals
1	Muldraugh WTP Improvements	\$4,845,000.00
2	1.5 MG Old Ironsides Tank	\$5,054,000.00
3	1.5 MG Education Center Tank	\$5,060,000.00
4	Park Road 14' Main Extension	\$290,000.00
5	Automatic Flusher Installed in Dietz Area	\$13,000.00
6	Line Improvement - Gold Vault Area	\$163,000.00
7	Line Improvements - North Frazier Area	\$30,000.00
8	Line Improvements - 7th Armon Division Cut off Road	\$143,000.00
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00
10	Installation of Check Valves New Education Center Tank	\$70,000.00
11	Remove Frazier Tank	\$76,000.00
12	Remove Van Voorhis Tank	\$60,000.00
13	Remove Prichard Tank	\$76,000.00
14	Automatic Flusher Installed in Dietz Area	\$13,000.00
15	Automatic Flusher Installed in Prichard Area	\$13,000.00
16	Remove HRC Tank	\$76,000.00
17	Remove Fort Knox High School Tank	\$76,000.00
18	Remove Old Ironside Tank	\$76,000.00
A MANAGEMENT	Total:	\$16,293,000.00

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

MIPR10940300 dated October 25, 201	6 Basic	\$1,289,592.70
ant religion when daily and a daily with visit tax	Amend 1	\$644,796.35
which the total amount payable by the	Amend 2	\$644,796.35
present of approximate the personnel state.	Total	\$2,579,185.40
Breakdown Funding	data reflection that point will be reached and	belanites adl (1)
P0003	1 On CLIN 0005 (subCLIN 0005AD)	\$490,188.00
treupoadus is not asuals airis or in P0003	1 On CLIN 0056 (sub CLIN 0056AC)	\$799,404.70
ed at bottomed ones and vid besself. P0003	2 On CLIN 0005 (subCLIN 0005AD)	\$245,094.00
bettime transfero electro agreemb and et P0003	2 On CLIN 0056 (sub CLIN	\$399,702.35

compared of continuous employees in States	0056AC)	colf so There's (
P00033	On CLIN 0005 (subCLIN 0005AD)	\$245,094.00
P00033	On CLIN 0056 (sub CLIN 0056AC)	\$399,702.35
Total Funding for ACRN AL	countries on the repetitive	\$2,579,185.40

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

MIPR10969832 Basic as follows:

MIPR10969832 dated Dec	ember 27, 2016	Basic	\$516,680.00
		Total	\$516,680.00
Fund	ding Breakdown	make ya ki ki in 100 K. Kata kata kata kata kata kata kata kata	
State of	P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
Total Funding	for ACRN AM		\$516,680.00

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

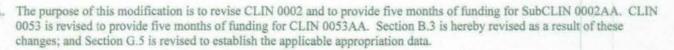
- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$41,342,633.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date 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.
- G. The total amount obligated is increased by \$1,161,476.35 from \$40,181,157.11 to \$41,342,633.46.
- H. The total value of the contract is decreased by \$158,952.00 from \$250,523,961.46 to \$250,365,009.46.
- All other Terms and Conditions shall remain unchanged and in full force and effect.

2. AMENDMENT/MODIFICATION NO.	3. EFFECT	DEF DATE I	4. REQUISITION/PURCHASE REQ. NO. 5. PR			5 ppo	PROJECT NO. (If applicab		
P00012	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TRANSPORT NAMED IN COLUMN TWO IS NAMED I	April 2013	4. REQUISITION	N/A			N/A		IEC1 NO. (ij applicae
S. ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6)			6)	CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE- FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ener PHONE: (703) 767-9560 E-MAIL: westor	rgy-FEEAB	mil							
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State , an	d ZIP Code)		9a. AMENDMENT	OF SOLI	CITATION NO.		
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE 7)	EM 11)			
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				х	10a MODIFICATI NO. SP0600-1		ONTRACT/ORDER		
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE) 30 Sep	TEM 13) otember 20			
11.	THIS ITEM (ONLY APPLIES TO	AMENDMENTS OF	SOL	ICITATIONS				
FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND	DATE SPEC	IFIED MAY RES	ULT IN REJECTI	ON (OF YOUR OFFER	. If by vis	rtue of this amendme		
THIS CHANGE ORDER IS ISSU	DATE SPEC nitted, such cha a and this amen N DATA (If requ IFICATIONS O	CIFIED MAY RESI ange may be made b idment, and is receiv uired/0 DF CONTRACTS/OR	ULT IN REJECTI y telegram or letter, yed prior to the open	ON o	OF YOUR OFFER ided each telegram nour and date specifi HE CONTRACT/OR	ied.	AS DESCRIBED IN		
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Unit Price



B. Section B - Supplies or Services and Prices/Costs - As a result of the changes described in Paragraph A, the following line items are incorporated into Section B.3 as follows:

B.3 Schedule

Utility Service Payment by the Government

Description

CLIN 0002 is hereby revised as follows:

FROM:

T

CLIN

			30.1	Dilli	Differ Hos	100011100
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Month 13-15 of 600 ACRN: AE	3	Mo.	\$246,172.00	\$738,516.00
10:	0002AB	Months 16-24 of 600 ACRN: TBD	9	Mo.	\$246,172.00	\$2,215,548.00
1000						
	CLIN	Description	Qty	Unit	Unit Price	Total Price
	0002	Monthly Utility Service Charge (Year 2)				
	0002AA	Month 13-20 of 600 ACRN: AE	8	Mo.	\$246,172.00	\$1,969,376.00
		Period of Performance: February 1, 2013- September 30, 2013				
	0002AB	Months 21-24 of 600	4	Mo.	\$246,172.00	\$984,688.00
		ACRN: TBD Period of Performance: August 1, 2013- January 31, 2014				

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Month 13-15 of 60 ACRN: AE	3	Mo.	\$473,831.00	\$1,421,493,00
0053AB	Months 16-24 of 60 ACRN: TBD	9	Mo.	\$473,831.00	\$4,264,479.00

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

AE 02120132013 2020000 A2ABH 131079QDPW 2334 0010288700 S.0005431,31.504.2 021001

\$5,760,024.00

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

AMENDMENT OF SOLICITATION/MODII	FICATION OF CONTRACT	1 CONTRACT H	C	ODE K	-	Page 1 of 3
	NAME OF TAXABLE PARTY.					rage 1 of 3
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5 PROJECT			IECT NO. (If applicable	
6 ISSUED BY	CODE SP0600	7. ADMINISTERED BY (if other than Item 6) COD			CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 49 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energ PHONE: (703) 767-9560 E-MAIL Weston	y-FEEAB			THE OF CLOSES LOGICAL MORE LOGICAL MORE LOGICAL MORE LOGICAL LOGICAL		ion neg 12 data 2012 Sept 15 data 2 data 2 Sept 18 data 2 data 2 Sept 18 data 2 data 2 Sept 18 data 2 data 2
NAME AND ADDRESS OF CONTRACTO	OR (NO., street city, county, State, and	I ZIP Code)		9a. AMENDMENT	-	CITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road				9b DATED (SEE I	TEM (1)	of autodicates
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055		111111	x	10a MODIFICATI NO. SP0600-1		ONTRACT/ORDER
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b, DATED (SEE 30 Se	ITEM 13) ptember 20	11
	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF S	SOL	ICITATIONS	1	No. of Party States
2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MODII TEM 14. A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO, IN ITE	DATA (If required)0 PICATIONS OF CONTRACTS/OF ED PURSUANT TO: (Specify author)	EDERS, IT MODIFIE	ST	HE CONTRACT/OF	EDER NO.	
B. THE ABOVE NUMBERED CONT office, appropriation date, etc.) SE	RACT/ORDER IS MODIFIED TO I T FORTH IN ITEM 14, PURSUANT				(such as c	hanges in paying
C. THIS SUPPLEMENTAL AGREEM	MENT IS ENTERED INTO PURSUA	INT TO AUTHORITY	OF	FAR 52.243-1 ALT		
D. OTHER (Specify type of modification)				2000		OF PERSONS
IMPORTANT: Contractor [] is not, [X] i DESCRIPTION OF AMENDMENT/MOD			_	the issuing office.	Vact matter	where fracible
participal areasts	AND THE PERSON OF THE PERSON O	man mannings. On mine	6	- 50%		a suspe
Fo	rt Knox, Kentucky – Ut Potable Water See Additional Page	Utility System	1	ils.		
incept as provided herein, all terms and condition	ns of the document referenced in Item	9A or 10A, as heretofo	ore c	hanged, remains unch	anged and i	n full force and effect.
	IERM MANAGER	KENN	NE'	TH RICHARDS		
BY Signisture of person authorized to sign	9-SEPT-2013	BY Stehanye	2	S OF AMERICA Contracting Officers		9 sept 3

NSN 7540-01-152-8070 PRE VIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 52 243

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0053 is hereby revised as follows:

FROM:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0053	ISDC Surcharge - Year 2				
0053AA	Month 13-20 of 60	8	Mo.	\$473,831.00	\$3,790,648.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013-				
0053AB	Months 21-24 of 80	4	Mo.	\$473,831.00	\$1,895,324.00
	ACRN: TBD				
	Period of Performance:				
	August 1, 2013- January 31, 2014				
0054	ISDC Surcharge - Year 3				
0054AA	Month 25-36 of 60	12	Mo.	\$473,831.00	\$5,685,972.00
	ACRN: TBD Period of Performance: February 1, 2014-				
	January 31, 2015				
0055	ISDC Surcharge - Year 4				
0055AA	Month 37-48 of 60	12	Mo.	\$473,831.00	\$5,685,972.00
	ACRN: TBD Period of Performance: February 1, 2015- January 31, 2016				
0056	ISDC Surcharge - Year 5				
0056AA	Month 49-60 of 60	12	Mo.	\$473,831.00	\$5,685,972.00
	ACRN: TBD Period of Performance: February 1, 2016- January 31, 2017				

TO:

,790,648.00
DATE TO BE AND
598,809,40
796,428.20
796,428.20
796,428.20

- C. The total amount obligated remains unchanged at \$14,997,447.46.
- D. The total value of the contract is decreased by \$2,965,146.00 from \$253,848,015.46 to \$250,882,869.46.
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.
- F. For and in consideration of the above, HCWD#1 hereby fully and finally releases and discharges Ft. Knox Army Installation, the Defense Logistics Agency Energy, the Department of Defense, the United States of America, and their officers, employees, agents, successors, and assigns from any and all liability, claim or claims, demand or demands, cause or causes of action, accrued or unaccrued, known or unknown, arising from the modification of CLINs 0053, 0054, 0055, and 0056 under Contract SP0600-11-C-8271. All such contract claims and potential claims on behalf of HCWD#1 are hereby released and satisfied in full and all such controversies and potential litigation in favor of HCWD#1 are hereby compromised and settled.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID	CODE K		Page 1 of 3	
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECT See	IVE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJU			OJECT NO. (If applicab	
, ISSUED BY	CODE	SP0600		D BY (If other than Iter		CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 6 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Ener PHONE: (703) 767-9560 E-MAIL: westor	950 gy-FEEAB		turoli relinia i tano sila es				
NAME AND ADDRESS OF CONTRACT	nd ZIP Code)	9a. AMENDMEN	T OF SOL	ICITATION NO.			
Hardin County Water District No. 1 1400-Rogersville-Road				9b. DATED (SEE	ITEM 11)	velt saires 2 vallat	
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x			CONTRACT/ORDER 71	
POC: Jim Bruce, General Manager DUNS #130402811 CAGE #316V9				10b. DATED (SEE 30 S	TTEM 13) eptember 20		
11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SO	DLICITATIONS		W	
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NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV.10-83) Prescribed by GSA FAR (48 CFR) 52.243

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

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

TO:

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

CLIN 0053 is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$1,291,748.70

D. The total amount obligated is increased by \$1,291,748.70 from: \$14,997,447.46 to: \$16,289,196.16.

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

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



DEPARTMENT OF THE ARMY US ARMY INSTALLATION MANAGEMENT COMMAND HEADQUARTERS, US ARMY GARRISON COMMAND 125 6TH AVENUE, SUITE 320

FORT KNOX, KENTUCKY 40121-5719

REPLY TO ATTENTION OF

IMKN-PWM

MEMORANDUM FOR Garrison Commander, US Army Garrison - Fort Knox, 111 Chaffee Avenue, Fort Knox, KY 40121

DE

SUBJECT: Request Site Approval for Hardin County Water District #1 Operations Building, Fort Knox

- Reference: Army Regulation 420-1, Army Facilities Management, 28 Mar 09.
- 2. Request Garrison Commander's approval of the site for Hardin County Water District #1 Operations Building, Fort Knox
- The proposed siting has been reviewed and evaluated under ASHRAE Standard 189.1 (Sec 5) "Mandatory Provision") and meets the criteria for "Allowable Sites".
- Hardin County Water District #1 began operation of the Fort Knox water system in February 2012. Since taking over operation of the water system HCWD#1 has conducted operations in temporary locations. HCWD#1 is approved to build a permanent location for its operations office on Fort Knox. The attached map shows the location as approved by DPW (Enclosure 1).
- 5. Point of contact for this action is Mr. Matt Brackett, Chief, Master Planning Division, 624-4708; email: matthew.j.brackett2.civ@mail.mil.

Encl Director of Public Works

DISAPPROVED:

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID C	1. CONTRACT ID CODE K		
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)		
o, ISSUED BY	CODE SP0600	7. ADMINISTERED	BY (If other than Iten	n 6) CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4	1950 gy-FBEAB	199			
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State,	and ZIP Code)		F OF SOLICITATION NO.	
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone; (270) 351-3222 ext. 208 Fax: (270) 352-3055			9b. DATED (SEE I	TEM 11) ION OF CONTRACT/ORDER	
			NO. SP0600-11-C-8271 10b. DATED (SEE ITEM 13) 30 September 2011		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					
11.	THIS ITEM ONLY APPLIES T	O AMENDMENTS OF SOI	LICITATIONS	ACCUPATION COOL	
FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm or letter makes reference to the solicitation ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODITEM 14.	DATE SPECIFIED MAY RE itted, such change may be made and this amendment, and is rec DATA (If required)0 FICATIONS OF CONTRACTS/	ESULT IN REJECTION by telegram or letter, pro- eived prior to the opening ORDERS, IT MODIFIES T	OF YOUR OFFER vided each telegram hour and date specif THE CONTRACT/OR	ied. RDER NO. AS DESCRIBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN ITI B. THE ABOVE NUMBERED CON	EM 10A.		1, 2013	tell received	
office, appropriation date, etc.) SI	ET FORTH IN ITEM 14, PURSUA	NT TO THE AUTHORITY O	OF:	s (such as changes in paying	
C. THIS SUPPLEMENTAL AGREE					
X D. OTHER (Specify type of modification)					
E. IMPORTANT: Contractor [X] is not, [] 14. DESCRIPTION OF AMENDMENT/MOD	DIFICATION (Organized by UCF	section headings, including so	the issuing office.	bject matter where feastble.)	
		W HE I	Marine Savied (III	ALL SAME SOUTH	
				S-EY (Union) ANDROID	
	rt Knox, Kentucky - U	Itility Privatization			
		er Utility System		Tito tionalli Lypopolish	
	See Additional Page	ges for Further Deta	ile		
Except as provided herein, all terms and condition		em 9A or 10A, as heretofore c	changed, remains unch	anged and in full force and effect.	
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME OF CON KENNE	FRACTING OFFICE TH RICHARDS		
15B. NAME OF CONTRACTOR/OFFEROR	15C.DATE SIGNED	16B. UNITED STATE	SQEAMERICA	16C,DATE SIGNED	
ву		BY lax	lul	12/11/18	
(Signature of person authorized to sign		(Signature of	Contracting Officer)		

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

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

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

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

IN 0053 is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$1,937,623.05

D. The total amount obligated is increased by \$645,874.35 from: \$16,289,196.16 to: \$16,935,070.51.

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

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID	Page 1 of 3					
2. AMENDMENT P00	/MODIFICATION NO.	A CONTRACTOR OF THE PARTY OF TH	IVE DATE Block 16C	4. REQUISITION/PU		5. PROJE	CT NO. (If applicable)		
SSUED BY		CODE	SP0600	7. ADMINISTERE	BY (If other than Item	0)	CODE		
8725 JOHN J. KI FORT BELVOIR Buyer/Symbol: D	UTILITY SERVICES NGMAN ROAD, SUITE 4 , VA 22060-6222 aonna Young/DLA Energy- 7-8576 E-MAIL: daonna	FEEAA	ON DATOM SELLE	Les Supplies in Services et al Inluse Corp. As a coult of the interior in the control of the con					
8. NAME AND AD	DRESS OF CONTRACT	OR (NO., stree	t city, county, State ,an	d ZIP Code)	9a. AMENDMENT	OF SOLICI	TATION NO.		
Hardin County W 1400 Rogersville Radeliff, KY 401					9b. DATED (SEE ITEM 11) 10a. MODIFICATION OF CONTRACT/ORDER				
Phone: (270) 351 Fax: (270) 352-30	-3222 ext. 208		X			OTHERS IN PR			
POC : Jim Bruce, DUNS # 1304028 CAGE #316V9	General Manager 811			10b. DATED (SEE) 30 Sep	ITEM 13) ptember 2011	160,09			
	11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SO	DLICITATIONS	MANUAL SE	ne delet		
Offers must acknomethods: (a) By ecopy of the offer s FAILURE OF YOU OFFERS PRIOR you desire to chan or letter makes refi	specified for receipt of (wledge receipt of this an ampleting Items 8 and 15 ubmitted; or(c) By separ OUR ACKNOWLEDG TO THE HOUR AND ge an offer already subm erence to the solicitation AND APPROPRIATION	nendment pri b, and returning ate letter or to MENT TO I DATE SPE itted, such ch and this ame	or to the hour and daingcopy of the elegram which include BE RECEIVED AT CIFIED MAY RESUMING may be made builted in the elegram wired of the elegram which includes the elegram with the elegram which includes the elegram with	te specified in the solice e amendment;(b) By ac- les a reference to the so THE PLACE DESIG ULT IN REJECTION by telegram or letter, pro- yed prior to the opening	cknowledging receipt blicitation and amenda NATED FOR THE I I OF YOUR OFFER ovided each telegram a hour and date specifi	of this amer nent number RECEIPT (. If by virtu ied.	ndment on each SS. OF e of this amendment		
THIS FREM AI ITEM 14.	PPLIES ONLY TO MODI	FICATIONS	OF CONTRACTS/OF	RDERS, IT MODIFIES	THE CONTRACT/OR	RDER NO. A	S DESCRIBED IN		
	CHANGE ORDER IS ISSU RACT ORDER NO. IN IT		NT TO: (Specify author)	ity) THE CHANGES SET	FORTH IN ITEM 14 A	RE MADE I	NTHE		
	BOVE NUMBERED CON appropriation date, etc.) SI					(such as cha	nges in paying		
7 - 11 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	UPPLEMENTAL AGREE	THE RESIDENCE OF THE PARTY OF T	The state of the s	The state of the s	E:				
	R (Specify type of modificat Contractor [X] is not, []				the besieve office	1	alla remiliori		
	OF AMENDMENT/MOI				solicitation/contract sub	ject matter w	here feasible.)		
			1				15.00		
	Fo	rt Knox,	Kentucky – Ut	ility Privatizatio	on Contract		500		
			Potable Water	Utility System			Arrogen		
		See	Additional Page	es for Further Det	ails.				
	erein, all terms and condition		ment referenced in Item	9A or I0A, as heretofore	changed, remains uncha	anged and in t	full force and effect.		
15A. NAME AND	TITLE OF SIGNER (T)pi	or print)			NTRACTING OFFICE ETH RICHARDS		ALCOHOL:		
ВУ	NTRACTOR/OFFEROR of person authorized to sign		15C DATE SIGNED	BY (Spranue of	ES OF AMERICA Contracting Officer)		1/7//4		

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 52 243

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

Utility Service Payment by the Government

CLIN 0002 is hereby revised as follows:

FROM:

CLIN	Description			Qty	Unit	Unit Price	Total Price
0002	Monthly Utility Service Ch	parge (Year 2)					
0002AA	Month 13-20 of 600 ACRN: AE			8	Mo.	\$246,172.00	\$1,969,376.00
	Period of Performance: February 1, 2013-		OF THE PERSON.				
0002AB	Month 21-23 of 600			3	Mo.	\$246,172.00	\$ 738,516.00
	ACRN: AF Period of Performance: October 1, 2013- December 31, 2013		r samuer, m				
0002AC	Month 24 of 600			1	Mo.	\$246,172.00	\$246,172.00
9600,600	ACRN: TBD Period of Performance: January 1, 2014– January 31, 2014		A SET THOSE SET				

CLIN	Description	Qty	Unit	Unit Price	Total Price
0002	Monthly Utility Service Charge (Year 2)	tis I - yakusus 1	Carrier of		
0002AA		8	Mo.	\$246,172.00	\$1,969,376.00
	ACRN: AE Period of Performance: February 1, 2013- September 30, 2013		-1K)45		
0002AB	Month 21-24 of 600	4	Mo.	\$246,172.00	\$ 984,688.00
2 000 0700 111	Period of Performance: October 1, 2013- January 31, 2014				
0002AC	Reserved				

CLIN 0053 is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$2,583,497.40

- D. The total amount obligated is increased by \$645,874.35from: \$16,935,070.51 to: \$17,580,944.86.
- E. The total value of the contract remains unchanged at \$250,882,869.46.

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

			1. CONTRACT ID CODE K Page 1 of 3					
AMENDMENT/MODIFICATION NO. P00017	3. EFFECTI See I	VE DATE Block 16C	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable N/A					
ISSUED BY	CODE	SP0600	7. ADMINISTERED	BY (If other than Item	6)	CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Weston Goodman/DLA Energ PHONE: (703) 767-9560 E-MAIL: weston.gc		P.P. 8.2			nii atai bsa			
NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State ,ar	nd ZIP Code)	9a. AMENDMENT	OF SOLICE	TATION NO.		
Hardin County Water District No. I				9b. DATED (SEE I	9b. DATED (SEE ITEM 11)			
1400 Rogersville Road		the Clovernaver	yell kminiden	TER I CITIODRER				
Radoliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x	NO. SP0600-11-C-8271				
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE) 30 Sep	TTEM 13) otember 2011	MOM		
· 11.	THIS ITEM O	NLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS		114		
that makes reference to the sometention	and this americ	iment, and is received	ved prior to the opening	hour and date specifi	ed.			
ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODI M 14.	DATA (If requi	red)0 F CONTRACTS/OI		THE CONTRACT/OR	DER NO. AS			
ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODI	DATA (If requi FICATIONS O ED PURSUANT EM 10A.	red)0 F CONTRACTS/OI TO: (Specify author	RDERS, IT MODIFIES 1	THE CONTRACT/OR	EDER NO. AS	THE		
ACCOUNTING AND APPROPRIATION THIS FTEM APPLIES ONLY TO MODI M 14. A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITE B. THE ABOVE NUMBERED CONTRACT OFFICE, appropriation date, etc.) SE	DATA (If requi FICATIONS O ED PURSUANT EM 10A. TRACT/ORDER ET FORTH IN IT	red)0 F CONTRACTS/OI TO (Specify author IS MODIFIED TO TEM 14, PURSUANT	RDERS, IT MODIFIES TO THE CHANGES SET	THE CONTRACT/OR FORTH IN ITEM 14 A STRATIVE CHANGES OF:	EDER NO. AS	THE		
ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODI M 14. A. THIS CHANGE ORDER IS ISSUI CONTRACT ORDER NO. IN 111 B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE C. THIS SUPPLEMENTAL AGREEM	DATA (If required to the pursuant of the pursu	red)0 F CONTRACTS/OI TO: (Specify author IS MODIFIED TO: EM 14, PURSUAN) RED INTO PURSUA	RDERS, IT MODIFIES TO THE CHANGES SET REFLECT THE ADMINIST TO THE AUTHORITY OF ANT TO AUTHORITY OF	THE CONTRACT/OR FORTH IN ITEM 14 A STRATIVE CHANGES OF:	EDER NO. AS	THE		
ACCOUNTING AND APPROPRIATION THIS FIEM APPLIES ONLY TO MODI M 14. A. THIS CHANGE ORDER IS ISSUIT CONTRACT ORDER NO. IN 111 B. THE ABOVE NUMBERED CONTRACT ORDER NO. IN 111 CONTRACT ORDER (Specify type of modification of the contractor of the	DATA (If required to sign and authority is required to sign authority is required to sign authority is required to sign authority in the sign authority in the sign authority is sign authority in the sign authority in the sign authority is sign authority in the sign authority in the sign authority is sign authority in the sign authority in the sign authority is sign authority in the sign authority in the sign authority is sign authority in the sign authority in the sign authority is sign authority in the sig	TO: (Specify authorities 14, PURSUAN) DEPTH 14, PURSUAN RED INTO PURSUAN DEPTH 252.232 In this document and	RDERS, IT MODIFIES TO THE CHANGES SET REFLECT THE ADMINIST TO THE AUTHORITY OF THE AUTHORITY OF THE TO THE AUTHORITY OF THE TO THE TO THE AUTHORITY OF THE TO THE THE TO THE TO THE THE TO THE THE TO THE	FORTH IN ITEM 14 A STRATIVE CHANGES OF: the issuing office.	RE MADE IN	THE ages in paying		
ACCOUNTING AND APPROPRIATION THIS FIEM APPLIES ONLY TO MODI M 14. A. THIS CHANGE ORDER IS ISSUIT CONTRACT ORDER NO. IN 118 B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE C. THIS SUPPLEMENTAL AGREEM D. OTHER (Specify type of modification MPORTANT: Contractor [X] is not, [] DESCRIPTION OF AMENDMENT/MODI	DATA (If required to see A	TO: (Specify authority (Specify authority) and 14, PURSUANT (Per 14, PURSUANT) DFARS 252.232 (In this document and Organized by UCF second authority) and Draw (Potable Water dditional Page)	RDERS, IT MODIFIES TO THE CHANGES SET REFLECT THE ADMINIST TO THE AUTHORITY OF ANT TO AUTHORITY OF TOO TO THE TOO THE TOO THE TOO TO THE TOO T	FORTH IN ITEM 14 A STRATIVE CHANGES OF: the issuing office. tolicitation/contract subj	RE MADE IN (such as chan lect matter who	THE ages in paying.		
ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODI M 14. A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN 1TE B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE C. THIS SUPPLEMENTAL AGREEM D. OTHER (Specify type of modificati MPORTANT: Contractor [X] is not, [] DESCRIPTION OF AMENDMENT/MOD	ED PURSUANT EM 10A. TRACT/ORDER ET FORTH IN IT MENT IS ENTE On and authority is required to sig DIFICATION (C	TO: (Specify authority (Specify authority) and 14, PURSUANT (Per 14, PURSUANT) DFARS 252.232 (In this document and Organized by UCF second authority) and Draw (Potable Water dditional Page)	RDERS, IT MODIFIES REFLECT THE ADMINIS I TO THE AUTHORITY OF ANT TO AUTHORITY OF 7007 return copies to ction headings, including s tility Privatization r Utility System es for Further Deta	FORTH IN ITEM 14 A STRATIVE CHANGES OF: the issuing office. solicitation/contract subj	RE MADE IN (such as chan lect matter who	THE ages in paying ere feasible.)		

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

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

CLIN	Description	_Q	ty U	nit	Unit Price	Total Price	
0003	Monthly Utility Service Charge (Year 3)						
0003AA	Month 25-36 of 600 ACRN: TBD Period of Performance: February 1, 2014-	To Kino 1 NC ANEN NATIVAL NA VANIO	2	Mo.	\$251,528.00	\$3,018,336.00	
	September 30, 2014						

CLIN	Description			Qty	Unit	Unit Price	Total Price	
0003	Monthly Utility Service Ch	earge (Year 3)	df) liftsomes (c)					
0003AA	Month 25-26 of 600				Mo.	\$251,528.00	\$503,056.00	
	ACRN: AF Period of Performance: February 1, 2014-							
0003AB	March 31, 2014 Month 27-32 of 600			6	Mo.	\$251,528.00	\$1,509,168.00	
	ACRN: TBD Period of Performance: March 1, 2014- September 30, 2014	or the state of th						
0003AC	Month 33-36 of 600					\$251,528.00	\$1,006,112.00	
	ACRN: TBD Perlod of Performance: October 1, 2014- January 31, 2015							

CLIN 0054 is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$1,302,460.70

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

End of Modification

	FICATION O	FCONTRACT). CONTRACT ID CODE K				Page 1 of 5
2. AMENDMENT/MODIFICATION NO. P00018	3. EFFECT	IVE DATE Blook 16C	4. REQUISITIO	N/PUR N/A	CHASE REQ. NO.	5. PROJE	CT NO. (L'applicable
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 4 FORT BELVOIR, VA 22060-6222 Buyer/Symbel: Weston Goodman/DLA Energ	y-FBEAB	SP0600	, the total count. As a result of th	- 310	BY (fother than tem t	a dolar	
PHONE: (703) 767-9560 E-MAIL: weston.go			Inna II		Co. Asserting to the control of the	DE GOLLEG	T L WYON NO
8. NAME AND ADDRESS OF CONTRACTO Hardin County Water District No. 1 1400 Rogersville Road	OR (NO., street	city, county, State ,a	ad ZIP Code)		9a. AMENDMENT (9b. DATED (SEE 77)	M 11)	slotudoš t
Radoliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	No. SP0600-11		TRACT/ORDER
POC: Jim Bruce, Guneral Manager DUNS # 130402811 CAGE #316V9						EM 13) ember 2011	976d et £000 I/I.
11. The above numbered solicitation is ame		NLY APPLIES TO	AMENDMENTS C	FSOL	ICITATIONS		
2. ACCOUNTING AND APPROPRIATION 2. THIS ITEM APPLIES ONLY TO MODIFIEM 14. A. THIS CHANGE ORDER IS ISSUE	ICATIONS O	F CONTRACTS/OI			A comment of the comment		
CONTRACT ORDER NO. IN ITE B. THE ABOVE NUMBERED CONT office, appropriation date, etc.) SE	M 10A. RACT/ORDER	R IS MODIFIED TO	REFLECT THE AD	MINIST	RATIVE CHANGES (altubient)	I MUD
C. THIS SUPPLEMENTAL AGREEM		The same of the sa	and an inches to be a first to be a first		THE RESERVE AND ADDRESS OF THE PARTY OF THE		
ST ALLOW WORLD THE THE PROPERTY.	The second second	Charles and the same of the sa	ati ionomona	i i Or.	PAR DESTO TABLE		
D. OTHER (Specify type of modification	required to sig	a this downwant and a			hadamina aftina	-	AAAAA
IMPORTANT: Contractor[] is not, [X] is D. DESCRIPTION OF AMENDMENT/MODI	t Knox, K	Organized by UCF see Kentucky – Ut Potable Water	ction headings, inclu ility Privatiz	ding so	Contract		646000
. IMPORTANT: Contractor[] is not, [X] is 4. DESCRIPTION OF AMENDMENT/MODI	rt Knox, K I See A	Greenized by UCF see Kentucky — Ut Potable Water dditional Page	flity Privatize Utility Systems of Further	ation em	Contract	Tobolomy 1 Vancto 11, Valent 27- Valent 1, 20 Suplember Valent 13, Valent 13, Valent 13, Valent 23, Valent 23,	620000 DA6000
IMPORTANT: Contractor [] is not, [X] is 4, DESCRIPTION OF AMENDMENT/MODI	See A	Greenized by UCF see Kentucky — Ut Potable Water dditional Page	ility Privatize Utility Systems for Further 19A or 10A, as hereb	ntion em Detai	Contract	ned and in fu	620000 DA6000

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

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

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

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

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

Monthly Utility Service Charge- Schedule 1

FROM:

FROM:							
	Monthly	Purchase	Credit as	Monthly Utility	Annual Utility	\$474,56	
Contract Year	Service	Price Recovery	Payment of Purchase	Service	Service	\$462.00	2/2
i eai	Charge	Surcharge	Price	Charge	Charge	8401,49	EA
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	\$4,9676	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00		
3	\$251,528.00	\$85,968.00	(\$85,968.00)	\$251,528.00	\$3,018,336.00	\$517,63	
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00	\$526,70	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00		35
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00		
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	26,430	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00		
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00		:OT
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00		-
11	\$281,786.00		and Advisory	\$281,786.00	\$3,381,432.00		
12	\$286,725.00			\$286,725.00	\$3,440,700.00		
13	\$291,751.00			\$291,751.00	\$3,501,012.00		
14	\$296,864.00		CYT.04.9# (0	\$296,864.00	\$3,562,368.00	TOWER OF	
15	\$302,067.00		(c) \$2n6.472	\$302,067.00	\$3,624,804.00		2
16	\$307,361.00			\$307,361.00	\$3,688,332.00		
17	\$312,748.00		3255,936	\$312,748.00	\$3,752,976.00		- 1
18	\$318,230.00			\$318,230.00	\$3,818,760.00		
19	\$323,807.00	00 53,100,08		\$323,807.00	\$3,885,684.00	\$258,340	
20	\$329,483.00		SHA SASA (O	\$329,483.00	\$3,953,796.00		
21	\$335,258.00	.00 83.209.70	9267,476	\$335,258.00	\$4,023,096.00	5287,479	
22	\$341,134.00		01 6272,183	\$341,134.00	\$4,093,608.00		
23	\$347,113.00			\$347,113.00	\$4,165,356.00	\$276,03	
24	\$353,196.00			\$353,196.00	\$4,238,352.00		
25	\$359,387.00		8290,728	\$359,387.00	\$4,312,644.00		
26	\$365,686.00		8291,751	\$365,686.00	\$4,388,232.00		
27	\$372,095.00			\$372,095.00	\$4,465,140.00		41
28	\$378,616.00	00 \$3,634.80	\$502,087	\$378,616.00	\$4,543,392.00		15
29	\$385,252.00		100,7000	\$385,252.00	\$4,623,024.00		
30	\$392,005.00		AKC CHER	\$392,005.00	\$4,704,060.00		2.5
31	\$398,875.00			\$398,875.00	\$4,786,500.00		
32	£405 000 00			\$405,866.00	\$4,870,392.00		
33	#140 000 00			\$412,980.00	\$4,955,760.00	8328,485	
34	6400 040 00		\$335,258	\$420,218.00	\$5,042,616.00		
35	\$427 E92 00		AST, 1902	\$427,583.00	\$5,130,996.00		
36				\$435,077.00	\$5,220,924.00	\$347.11	
37	6440 702 00		981,2887	\$442,703.00	\$5,312,436.00	51,0002	
38	# 4F0 400 00			\$450,462.00	\$5,405,544.00		

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge
39	\$458,357.00			\$458,357.00	\$5,500,284.00
40	\$466,390.00			\$466,390.00	\$5,596,680.00
41	\$474,565.00			\$474,565.00	\$5,694,780.00
42	\$482,882.00			\$482,882.00	\$5,794,584.00
43	\$491,346.00			\$491,346.00	\$5,896,152.00
44	\$499,957.00	2 482 56 70		\$499,957.00	\$5,999,484.00
45	\$508,720.00			\$508,720.00	\$6,104,640.00
46	\$517,636.00			\$517,636.00	\$6,211,632.00
47	\$526,709.00			\$526,709.00	\$6,320,508.00
48	\$535,940.00			\$535,940.00	\$6,431,280.00
49	\$545,334.00			\$545,334.00	\$6,544,008.00
50	\$554,892.00	NAMES OF	Cast Ches	\$554,892.00	\$6,658,704.00

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Credit as Payment of Purchase Price	Monthly Utility Service Charge	Annual Utility Service Charge	5281 186 6286, 729 8281, 759
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	Mr. 853
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	SML MES
11	\$281,786.00	00 84.271 18	Aut ran	\$281,786.00	\$3,381,432.00	101,000
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00	DC 85.042 NA	S. C. Wall	\$335,258.00	\$4,023,096.00	BIZ COVS
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	

AMENDMENT/MODIFICATION NO. P00019 ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 49 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FPHONE: (703) 767-8576 E-MAIL: daonna.yo NAME AND ADDRESS OF CONTRACTO Hardin County Water District No. 1 1400 Rogersville Road Radeliff, KY 40160-9343	CODE 250 EEAB ung@dla.mil P	Block 16C SP0600	e ilasso e siA – ucircili	N/A	CHASE REQ. NO. BY (If other than Item		ODE	plicabl
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, SUITE 49 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-FPHONE: (703) 767-8576 E-MAIL: daonna.young/DLA Energy-FPHONE: (703) 767-8576 E-MAIL: daonna.young/	950 BEAB ung@dla.mil P	TEXAS POPULATE OF	e ilasso e siA – ucircili					20134
8725 JOHN J. KINGMAN ROAD, SUITE 49 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy-F PHONE: (703) 767-8576 E-MAIL: daonna.yo NAME AND ADDRESS OF CONTRACTO Hardin County Water District No. 1 1400 Rogersville Road	EEAB ung@dla.mil P	P.P. 8.2	usedta					
NAME AND ADDRESS OF CONTRACTO Hardin County Water District No. 1 1400 Rogersville Road			e funding of July					
1400 Rogersville Road				Г	9a. AMENDMENT		ATION NO).
					9b. DATED (SEE IT	EM 11)	olubady	
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	10a. MODIFICATIONO. SP0600-1	ON OF CONT	TRACT/OR	DER
POC: Jim Bruce, General Manager DUNS #130402811 CAGE #316V9					10b. DATED (SEE ITEM 13) 30 September 2011			
11.	THIS ITEM O	NLY APPLIES TO	AMENDMENTS OF	FSOL	ICITATIONS		72.52	
ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODII EM-14. A. THIS CHANGE ORDER IS ISSUE	ED PURSUAN	F CONTRACTS/OF			A 540 A 54	Columbia Columbia		ED IN
B. THE ABOVE NUMBERED CONT office, appropriation date, etc.) SE	RACT/ORDE					(such as chang	ges in paying	g
C. THIS SUPPLEMENTAL AGREEM						-		-
D. OTHER (Specify type of modification								
MPORTANT: Contractor [X3] is not, [] DESCRIPTION OF AMENDMENT/MOD					o the issuing office.			
For	See A	Kentucky – Ut Potable Water Additional Page	r Utility Syste	m Detai	Contract		AAUUN	effect.
A. NAME AND TITLE OF SIGNER (Type JIM BRUCE, GENERAL MA	or pr(ni)		16A. NAME OF	CONT	TRACTING OFFICE	R I had		
NAME OF CONTRACTOR/OFFENGR	_	SCHATE SIGNED	16B UNITED ST				6C.DATE SI	GNED //

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

Utility Service Payment by the Government

CLIN 0003AB is hereby revised as follows:

January 31, 2015

FROM:

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

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

CLIN 0054AB is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$3,875,246.10

D. The total amount obligated is increased by \$3,875,246.10 from: \$18,872,693.56 to \$22,747,939.66.

The total value of the contract remains unchanged at \$250,818,597.46.

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

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

\$1,291,748.70

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

AMENDMENT OF SOLICITATION/MODI	FICATION OF	CONTRACT	1. CONTRACT	ID C	ODE K		P	age 1 of 4
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTI See I	VE DATE Block 16C	4. REQUISITION	4. REQUISITION/PURCHASE REQ. NO. 5. PRO			OJECT N	O. (If applicable,
6. ISSUED BY	CODE	SP0600	7. ADMINISTE	RED	BY (If other than Item	(6)	COD	E
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 1046 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ener PHONE: (703) 617-1439 E-MAIL: marlene.a	00 rgy-FEEAA		casvallet in	A.E	bru C.E nellosic a collect actions of a ballibouryday	ni bate	noglosi	
8. NAME AND ADDRESS OF CONTRACTO	OR (NO., street	city, county, State ,ar	nd ZIP Code)		9a. AMENDMENT	OF SO	LICITAT	ION NO.
Hardin County Water District No. 1 1400 Rogersville Road Radeliff, KY 40160-9343				Tibe	9b. DATED (SEE I	neissai	LIS/VIII	CT/OPDED
Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	NO. SP0600-1			A MULTO
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 30 Se	ITEM 13 ptember		MOST
[]The above numbered solicitation is ame	THE RESERVE OF THE PARTY OF THE		AMENDMENTS OF	SOI	ICITATIONS	Section 1	STAN	
OFFERS PRIOR TO THE HOUR AND								
or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE ITEM 14.	DATA (If requi	nge may be made bedment, and is received) F CONTRACTS/O	by telegram or letter ved prior to the oper RDERS, IT MODIF	ning IES T	vided each telegram hour and date specif	ied.		SCRIBED IN
or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE ITEM 14. A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN ITE	DATA (If required for the first section of the firs	inge may be made be direct, and is received. DF CONTRACTS/O	rity) THE CHANGES	IES T	vided each telegram hour and date specifications of the CONTRACT/OI FORTH IN ITEM 14 /	Ted. RDER N ARE MA	DE IN TH	SCRIBED IN
I2. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE ITEM 14. A. THIS CHANGE ORDER IS ISSU- CONTRACT ORDER NO. IN ITI B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE	DATA (If required in the second in the secon	inge may be made be direct, and is received) OF CONTRACTS/OF TO: (Specify authority a	rity) THE CHANGES REFLECT THE ADM	SET I	vided each telegram hour and date specifications of the CONTRACT/OIL FORTH IN ITEM 14 A TRATIVE CHANGES DF:	Ted. RDER N ARE MA S (such a	DE IN TH	SCRIBED IN
IZ. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE ITEM 14. A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN ITE B. THE ABOVE NUMBERED CON- office, appropriation date, etc.) SE C. THIS SUPPLEMENTAL AGREER	DATA (If required for the following formula for the following formula for the following for the formula for th	inge may be made be direct, and is received. OF CONTRACTS/OF TO: (Specify authority authority) R IS MODIFIED TO TEM 14, PURSUAN ERED INTO PURSU.	rity) THE CHANGES REFLECT THE ADM T TO THE AUTHORIT	SET I	vided each telegram hour and date specifications of the CONTRACT/OIL FORTH IN ITEM 14 A TRATIVE CHANGES DF:	Ted. RDER N ARE MA S (such a	DE IN TH	SCRIBED IN
OR letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODE ITEM 14. A. THIS CHANGE ORDER IS ISSUE CONTRACT ORDER NO. IN ITE B. THE ABOVE NUMBERED CON office, appropriation date, etc.) SE C. THIS SUPPLEMENTAL AGREED X D. OTHER (Specify type of modification)	DATA (If required in the second in the secon	inge may be made to diment, and is received. F CONTRACTS/O. T TO: (Specify authority authority) R IS MODIFIED TO TEM 14, PURSUAN ERED INTO PURSUAN O) DFARS 252.232-7	rity) THE CHANGES REFLECT THE ADM T TO THE AUTHORIT	SET INIS	vided each telegram hour and date specifications and date specifications are contract/of the CONTRACT/OF TRATIVE CHANGES OF: : FAR 52.243-1 ALT	Ted. RDER N ARE MA S (such a	DE IN TH	SCRIBED IN
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- A. The purpose of this modification is to provide funding in the amount of \$1,291,748.70 for October 1, 2014 thru November 30 2014 (months 33 -34 of 600) for SubCLIN 0003AC and (months 33 -34 of 60) for SubCLIN 0054AC.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, the following line item is incorporated into Section B.3 and B.4 as follows:.
 - (1) B.3. Schedule is hereby modified to reflect the funding of SubCLINs 0003AC and 0054AC.

Utility Service Payment by the Government

CLIN 0003AC is hereby revised as follows:

FROM:

CLIN	Description	me ko a servi kinez il is d	Qty	Unit	Unit Price	Total Price	
0003	Monthly Utility Service	Charge (Year 3)					
0003AA	Month 25-26 of 600		2	Mo.	\$246,172.00	\$492,344.00	
	ACRN: AF Period of Performance: February 1, 2014- March 31, 2014		AR. MAKCI Harayattava Lampe de la			SA BLOV 10 X BT 07 SOLAR B. Marone of	
0003AB	Month 27-32 of 600		6	Mo.	\$246,172.00	\$1,477,032.00	
nosen ver	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014						
0003AC	Month 33-36 of 600		4	Mo.	\$246,172.00	\$984,688.00	
tree of the proof	ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015						
	January 31, 2015						

TO:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0003	Monthly Other Scratce Charge (1 car 3)				
0003AA	Month 25-26 of 600	2	Mo.	\$246,172.00	\$492,344.00
	ACRN: AF Period of Performance: February 1, 2014- March 31, 2014				
0003AB	Month 27-32 of 600	6	Mo.	\$246,172.00	\$1,477,032.00
	ACRN: AG				*
	Period of Performance: April 1, 2014-				
	September 30, 2014				

Month 33-34 of 600 ACRN: AH October 1, 2014-

Period of Performance: November 30, 2014

Mo.

2

\$246,172.00

\$492,344.00

0003AD Month 35-40 of 600 ACRN: TBD Period of Performance: December 1, 2014-January 31, 2015

\$246,172.00 \$984,688.00

C.S Accounting and Appropriation Plans

I. The total amongst obligated to increased by 2

CLIN 0054AC is hereby revised as follows:

FROM:

CLI	N Description		Qty	<u>Unit</u>	Unit Price	Total Price
005	4 ISDC Surcharge – Year 3	of and in full Super and effect and of Manticenting		MOUNT TORS		and a manny year
0054	AA Months 25-26 of 60 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014		2	Mo.	\$399,702.35	\$799,404.70
0054A	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014		6	Mo.	\$399,702.35	\$2,398,214.10
0054A	ACRN: TBD Period of Performance: October 1, 2014- January 31, 2015		4	Mo.	\$399,702.35	\$1,598,809.40
TO:						
CLIN 0054			Qty	Unit	Unit Price	Total Price
0054A	A ACRN: AF Period of Performance: February 1, 2014- March 31, 2014		2	Mo.	\$399,702.35	\$799,404.70
0054A	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014		6	Mo.	\$399,702.35	\$2,398,214.10
005 4A	C Months 33-34 of 60 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014		2	Mo.	\$399,702.35	\$799,404.70
0054 A	D Months 35-36 of 60 ACRN: TBD Period of Performance: December 1, 2014 – January 3	11, 2015	2	Mo.	\$399,702.35	\$799,404.70

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

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

End of Modification

AMENDMENT OF SOLICITATION/MODI	IFICATION OF	CONTRACT	1. CONTRACT I	D C	ODE K		Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00021	3. EFFECTI Sec.	VE DATE Block 16C	4. REQUISITION/I	PUR N/A		5. PROJI	ECT NO. (If applicable
. ISSUED BY	CODE	SP0600	7. ADMINISTER	RED	BY (If other than Item	6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.	ergy-FEEAA	nil P.P. 8.2			ecologia and Procession Research Secondary and Edward Iona		
. NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State ,an	d ZIP Code)		9a. AMENDMENT	OF SOLIC	CITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE F)	TEM 11)	ofplings E.S.
Radoliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	10a. MODIFICATI NO. SP0600-1		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9	4		8-19		10b. DATED (SEE) 30 Sep	ITEM 13) otember 201	1 MCDRIE
ii.	THIS ITEM O	ONLY APPLIES TO	AMENDMENTS OF	SOI	ICITATIONS	WEEK,	12/03
2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MOD TEM 14. A. THIS CHANGE ORDER IS ISSU	N DATA (If required in the control of the control o	ured) OF CONTRACTS/O	RDERS, IT MODIFI	ES T	THE CONTRACT/OF	DER NO.	
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	TRACT/ORDE					(such as ch	anges in paying
C. THIS SUPPLEMENTAL AGREE	and the second second second second		AND THE RESERVE TO STATE OF THE PARTY OF THE	11/12/20		Nileway -	
x D. OTHER (Specify type of modifica		**					
IMPORTANT: Contractor [X] is not, []				247.114	the issuing office.	menum —	(Budy)
4. DESCRIPTION OF AMENDMENT/MO			tility Privatiza		moi te		wnere jeastole.j
Sald Mart - every Aut	80	Potable Water	r Utility Syster	n	Let'th		
	See A	Additional Page	es for Further D		nils.	Maul	
except as provided herein, all terms and condition	ons of the docum	nent referenced in Iten	n 9A or 10A, as heretof	fore (changed, remains uncha		a full force and effect.
15A. NAME AND TITLE OF SIGNER (Typ. JIM BRUCE, GENERAL M					TRACTING OFFICE		a Nichor
5B. NAME OF CONTRACTOR/OFFEROR		15C,DATE SIGNED	16B. UNITED ST.	ATE	S OF AMERICA	HIROM Hothin	16C.DATE SIGNED
(Signature of person authorized to sig	n)		BY Signatur	Jos.	Contracting Officer)	-	11/19/2011

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

Utility Service Payment by the Government

CLIN 0003AC is hereby revised as follows:

FROM:

CLIN	Description	Qty	Unit	Unit Price	Total Price
0003	Monthly Utility Service Charge (Year 3)	17-11-11			
0003AA	Month 25-26 of 600 ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$246,172.00	\$492,344.00
0003AB	Month 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014	6	Mo.	\$246,172.00	\$1,477,032.00
0003AC	Month 33-34 of 600 ACRN: AH Period of Performance: October 1, 2014- November 30, 2014	2	Mo.	\$246,172.00	\$984,688.00
0003AD	ACRN: TBD Period of Performance: December 1, 2014- January 31, 2015	1	Мо	\$246,172.00	\$984,688.00

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

Modification P00020 SP0600-11-C-8271 Fort Knox, KY

> 0003AC Month 33-35 of 600 3 Mo. \$246,172.00 \$738,516.00 ACRN: AH Martin US III of 15 Period of Performance: October 1, 2014-December 31, 2014 0003AD ACRN: TBD \$246,172.00 \$246,172.00 Period of Performance: January 1, 2015-January 31, 2015

CLIN 0054AC is hereby revised as follows:

FROM:

CLIN	Description	Gty	<u>Unit</u>	Unit Price	Total Price
0054	ISDC Surcharge - Year 3				
	andre (in Direct City APPR No			hitegannya biza	gottlemerse, 2,2)
0054AA	Months 25-26 of 60	2	Mo.	\$399,702.35	\$799,404.70
	February 1, 2014-	DEBOOKS ENGERNATION PURE AND			
	March 31, 2014	n acest/mi/22 and struct			
0054AB	Months 27-32 of 60	6 ·	Mo.	\$399,702.35	\$2,398,214.10
	ACRN: AG Period of				
	Performance: April 1, 2014- September 30, 2014				
0054AC	Months 33-34 of 60 ACRN: AH Period of	2	Mo.	\$399,702.35	\$1,598,809.40
	Performance: October 1, 2014- November 30, 2014				
0054 AD	Months 35-36 of 60 ACRN: TBD	2	Mo.	#200 702 2E	\$799,404.70
	Period of Performance: December 1, 2014 – January 31, 20		MO.	\$399,702.35	\$795,404.70
ro:					
CLIN	Description	Qty	Unit	Unit Price	Total Price
0054	ISDC Surcharge - Year 3				
0054AA	ACRN: AF Period of Performance: February 1, 2014- March 31, 2014	2	Mo.	\$399,702.35	\$799,404.70
0054AB	Months 27-32 of 60	6	Mo.	\$399,702.35	\$2,398,214.10
	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014				

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

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

End of Modification

AMENDMENT OF SOLICITATION/MOD	U MOLALION U	FONIRACI	1. CONTRACT ID C	ODE A		Page 1 of 7
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECT Sec	IVE DATE Block 16C	4. REQUISITION/PUR N/A	The state of the s	5. PROJECT	NO. (If applicable
. ISSUED BY	CODE	SP0600	7. ADMINISTERED	BY (If other than Item	6 CO	DE
DLA BNERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.	ergy-FEEAA	mil P.P. 8.2		violati hau escivi O den 13,5 mai 11 1 of Corchag (co.		
NAME AND ADDRESS OF CONTRACT	OR (NO., stree	t city, county, State , and	ZIP Code)	9a, AMENDMENT	OF SOLICITA	ATION NO.
Hardin County Water District No. 1 1400 Rogersville Road		in SubCLIN OF ITS and CORAC (and	(Collo DE CE un brasa (CONTO AL-SA para	96. DATED (SEE I	TEM 11)	denti (e)
Radeliff, K.Y. 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055	to the third so the un		A LIB TO THE SEC.	NO. SP0600-1	ION OF CONT 11-C-8271	RACT/ORDER
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE 30 Se	TTEM 13) ptember 2011	alahadak 1.57
ii.	THIS ITEM	ONLY APPLIES TO A	MENDMENTS OF SOI	ICITATIONS		
ou desire to change an offer already submit letter makes reference to the solicitation 2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MODITEM 14. A. THIS CHANGE ORDER IS ISSU	and this amer	ndment, and is receive ulrady OF CONTRACTS/ORI	d prior to the opening	hour and date specif	RDER NO. AS I	
B. THE ABOVE NUMBERED CON	EM 10A. TRACT/ORDE	ER IS MODIFIED TO R	EFLECT THE ADMINIS	TRATIVE CHANGES	T. CHISTA	August a confession of the
office, appropriation date, etc.) S C. THIS SUPPLEMENTAL AGREE			CONTRACTOR OF THE PARTY OF THE PARTY.			
D. OTHER Specify type of modifical	ion and authori	ity) DFARS 252,232-700	7		11114	
. IMPORTANT: Contractor [] is not. [X] i 4. DESCRIPTION OF AMENDMENT/MO				he issuing office:		A 46 S
For except as provided herein, all terms and condition	See A	Potable Water Additional Pages	for Further Deta	Contract	Criscolar Countries ACTEC TS ACTEC TS Perfect of Incurant	force and effect.
15A NAME AND TITLE OF SIGNER (Typ JIM BRUCE, GENERAL M			16A. NAME OF CON KENNE	TRACTING OFFICE		monitor Transfer
5B. NAME OF GONTRACTOR/OFFEROR BY Significant of person authorized to sign	_	13C.DATE SIGNED 09-FEB-2015	BY SINGS	S OF AMERICA Softwarting Officer)		8-Feb-10
SN 7540-01-132-8070 REVIOUS EDITION UNUSABLE			10	Pres	ANDARD FORF scribed by GSA R (48 CFR) 52.24	M 30 (REV.10-83)

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

Utility Service Payment by the Government

CLIN 0003 is hereby revised as follows:

FROM:

0003	Monthly Utility Service Charge (Year 3)	Qty	Unit		Unit Price	Total Price
0003AA	Month 25-26 of 600	2	Mo		\$246,172.00	\$492,344.00
9,700)	ACRN: AF Period of performance: February 1, 2014- March 31, 2014	A 11 TO	ecte in			
0003AB	Months 27-32 of 600	6	Мо		\$246,172.00	\$1,477,032.00
	ACRN: AG Period of Performance: April 1, 2014- September 30, 2014			hari		
0003AC	Months 33-35 of 600	3	Мо		\$246,172.00	\$738,516.00
	ACRN: AH Period of Performance: October 1, 2014- December 31, 2014		int - g	Complete 25	end Ind	
0003AD	Months 36-36 of 600	1	Mo		\$246,172.00	\$246,172.00
	ACRN: TBD Period of Performance: January 1, 2015- January 31, 2015		looges h	an Picture	200	

TO:

0003	Monthly Utility Service Charge	(Year 3)	Qty	Unit	Unit Price	Total Price
0003AA	Month 25-26 of 600		2	Mo	\$246,172.00	\$492,344.00
	ACRN: AF Period of performance: February 1, 2014- March 31, 2014	50.00		158	5	ALDUCA Palarmologa bi bote ALDIC J. yesholo ALDIC J. C. wash
0003AB	Months 27-32 of 600 ACRN: AG Period of Performance: April 1, 2014- September 30, 2014			Mo	\$246,172.00	\$1,477,032.00
0003AC	Months 33-36 of 600 ACRN: AH		4	Мо	\$246,172.00	\$984,688.00
	Period of Performance: October 1, 2014- January 31, 2015	ey lav in				

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-48 of 600	12	Mo	\$255,936.00	\$3,071,232.00
	ACRN: TBD Period of performance:				
	February 1, 2015- January 31, 2016		100		With the Edition

0004	Monthly Utility Service Charge -Ye	ar 4 Qty	Unit	Unit Price	Total Price
0004AA	Month 37-38 of 600	2	Mo	\$246,172.00	\$492,344.00
	ACRN: AH				
	Period of performance:	000			
	February 1, 2015-				
	March 31, 2015				
0004AB	Month 39-44 of 600	6	Mo	\$246,172.00	\$1,477,032.00
	ACRN: TBD				
	Period of performance:				
	April 1, 2015-				
	September 30, 2015	1 1			
0004AC	Month 45-48 of 600	4	Mo	\$246,172.00	\$984,688.00
	ACRN: TBD				
	Period of performance:				
	October 1, 2015-		27 M		ACRE (80)
	January 31, 2016				February performance

Modification P00022 SP0600-11-C-8271 Fort Knox, KY

CLIN 0054 is hereby revised as follows:

FROM:

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

TO:

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

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-48 of 60	12	Mo	\$399,702.35	\$4,796,428.20
	ACRN: TBD Period of performance: February 1, 2015- January 31, 2016	140			

00.100.004

TO:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-38 of 60	2	Мо	\$399,702.35	\$4,796,428.20
	ACRN: AH				
	Period of performance: February 1, 2015-				
	March 31, 2015	SOTEM 4096			so atty, sokil
0055AB	Months 39-44 of 60	6	Мо	\$399,702.35	\$2,398,214.10
	ACRN: TBD				The second second
	Period of performance:			6 L	
8.	April 1, 2015- September 30, 2015	00,570,20,56			06.035/1504
0055AC	Months 45-48 of 60	00 011-0014	Mo	\$399,702.35	\$1,598,809.40
	ACRN: TBD				6.37.36.354
	Period of performance:	00 100,000			
	October 1, 2015- January 31, 2016				00,000,7600

B.4 Monthly Utility Service Charge - Schedule 1

The B.4 schedule is revised as follows:

FROM:

					MANAGER FLEE	
Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$255,936.00	\$85,968.00	(\$85,968.00)	\$255,936.00	\$3,071,232.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00	orbinal in		\$286,725.00	\$3,440,700.00	
13	\$291,751.00	ČI VIDA.		\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483,00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00			\$335,258.00	\$4,023,096.00	
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	
26	\$365,686.00			\$365,686,00	\$4,388,232.00	

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

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge	
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00	
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	

Modification P00022 SP0600-11-C-8271 Fort Knox, KY

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

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

End of Modification

MENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE K Page					
2. AMENDMENT/MODIFICATION NO. P00023		CTIVE DATE ee Block 16C	4. REQUISITION/P	PUR N/A		5. PROJE	ECT NO. (If applicable
6. ISSUED BY	CODE	SP0600			BY (If other than Item	6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.	ergy-FEEAA	a.mil P.P. 8.2					
8. NAME AND ADDRESS OF CONTRACT	OR (NO., str	eet city, county, State ,and	d ZIP Code)		9a, AMENDMENT	OF SOLIC	ITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road					9b. DATED (SEE I	TEM 11)	power Willell
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055				x	10a. MODIFICATI NO. SP0600-1		
DUNS # 130402811			607 18		10b. DATED (SEE 30 Sep	ITEM 13) otember 201	1 8000 8 69000
		MONLY APPLIES TO	AMENDMENTS OF	SOL	LICITATIONS	NA min	10000
you desire to change an offer already subnor letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MOD TEM 14.	n and this and this and this and this and this and this and the this and the this and the this and thi	required) S OF CONTRACTS/OF	red prior to the open	ing l	hour and date specif	RDER NO. A	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT B. THE ABOVE NUMBERED CON	'EM 10A.						of controls
office, appropriation date, etc.) S						jauen da en	inges in paying
C. THIS SUPPLEMENTAL AGREE				OF	FAR 52.243-1 ALT I	Number 1	
x D. OTHER (Specify type of modifical E. IMPORTANT: Contractor [X] is not, [] is				to th	e issuing office.	a de la Carl	
14. DESCRIPTION OF AMENDMENT/MO	DIFICATIO	N (Organized by UCF see	ction headings, includi	ng so	olicitation/contract sub	iject matter v	
			r Utility System		Astronomical States		
	Sec	e Additional Page	es for Further D	eta	uls.		
Except as provided herein, all terms and conditi	ons of the do	cument referenced in Item	9A or 10A, as heretof	ore o	changed, remains unch	anged and in	full force and effect.
15A. NAME AND TITLE OF SIGNER (Typ. JIM BRUCE, GENERAL M.		R	A CONTRACT OF THE PROPERTY OF THE PARTY OF T		TRACTING OFFICE		
15B, NAME OF CONTRACTOR/OFFEROI		15C.DATE SIGNED	16B. UNITED ST		A STATE OF THE STA		16C.DATE SIGNED
BY			RICHARD BY 1617	SON	I.KENNETH.E.129306	Digitally signed by Ri DN: c=US, c=U.S. Gov cn=RiCHARDSON XEN Date: 2015.03.10 08.5	CHARDSON.KENNETHE.1293061617 ermment, ou=DoD, ou=PKI, ou=DLA, NETHE.1293061617 G-41-04'00'
(Signature of person authorized to sig	n)			e of	Contracting Officer)		
NSN 7540-01-152-8070		-			STA	NDARD FO	ORM 30 (REV.10-83)

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

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-38 of 600	2	Mo	\$246,172.00	\$492,344.00
	ACRN: AH Period of performance: February 1, 2015- March 31, 2015			No.	
0004AB	Month 39-44 of 600	6	Mo	\$246,172.00	\$1,477,032.00
Carlo 1	ACRN: TBD Period of performance: April 1, 2015- September 30, 2015				
0004AC	Month 45-48 of 600	4	Mo	\$246,172.00	\$984,688.00
	ACRN: TBD Period of performance: October 1, 2015- January 31, 2016				

0004	Monthly Utility Service Charge -Year 4	Qty	Unit	Unit Price	Total Price
0004AA	Month 37-41 of 600	5	Mo	\$246,172.00	\$1,230,860.00
	ACRN: AH Period of performance: February 1, 2015- June 30, 2015				1 4 F 7 1
0004AB	Month 42-44 of 600	3	Мо	\$246,172.00	\$738,516.00
	ACRN: TBD Period of performance: July 1, 2015- September 30, 2015		rest i		110 4 1909
0004AC	Month 45-48 of 600	4	Mo	\$246,172.00	\$984,688.00
	ACRN: TBD				
	Period of performance:				
	October 1, 2015 –				
	January 31, 2016				

CLIN 00055 is hereby revised as follows:

FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

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

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

End of Modification

BY SILVERSTONE.CAR Digitally signed by SILVERSTONE.CAR Digitally s	AMENDMENT OF SOLICITATION/MODI			1. CONTRACT ID		Page 1 of 5			
DIA. RNBROY - LITHLITY SERVICES 8733 KORN J. KINGMAN ROAD, STP 10:00 PORT BELVORY, VA 2006-0212 Biyer/Symbol: Markene Amedoma/DIA. Pinergy-FEEBB PRIORIE (70) 61-149 E-MAIL. Immines amedoma/DIA. Pinergy-FEEBB PRIORIE (70) 513-202 et. 208 Fac. (27) 352-3053 PRIOR. (27) 352-3053 PRIOR		A				HASE REQ. NO.	5. PROJI	DJECT NO. (If applicable)	
Hardin County Water District No. 1 1400 Rogenville Road Raddiff, X 9400-0343 Raddiff, X 9400-0343 Road 208 Raddiff, X 9400-0343 POC. If in Brace General Manager DOC 375 June Brace General Man	DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene	00 rgy-FEEBB		7. ADMINISTERE	D B	Y (If other than Item	6)	CODE	
ACCOUNTING AND APPROPRIATION DATA (Urequired) A THIS CHANGE ORDER IS ISSUED PURSUANT TO . (Specify authority) THE CHANGES SET FORTH IN ITEM 4. PRESENCE (170 SET FORTH IN ITEM 14. ARE MADE IN THE CONTRACT ORDER NO. AS DESCRIBED	8. NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State , and	d ZIP Code)		9a. AMENDMENT	OF SOLIC	CITATION NO.	
Phone: (270) 351-3222 eat. 208 FSec: (270) 352-3055 POC: Jim Bruse, General Manager DUNS # 313-00591 11. THIS TTEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning					ŀ	9b. DATED (SEE II	TEM 11)		
DUNS # 130402811 ACGE #316V9 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS [The above numbered solicitation is nameded as set forth in Item 14. The hour and date specified for receipt of Offers J is extended. [J is not extended.] Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning	Phone: (270) 351-3222 ext. 208			2	х				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must aknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning	DUNS # 130402811							1	
The hour and date specified for receipt of Offers 1 is extended, 1 is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning	11,	THIS ITEM C	ONLY APPLIES TO	AMENDMENTS OF SO	OLI	CITATIONS			
CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X. D. OTHER (Specify type of modification and authority) DPARS 252.232-7007 Limitation of Government's Obligation (Apr 2014) 3. IMPORTANT: Contractor [] is not. [X] is required to sign this document and return	you desire to change an offer already submor letter makes reference to the solicitation 2. ACCOUNTING AND APPROPRIATION THIS ITEM APPLIES ONLY TO MODITIEM 14.	itted, such cha and this amen DATA (frequ FICATIONS (ange may be made budment, and is receivaled DF CONTRACTS/OF	y telegram or letter, proved prior to the opening	roving h	ided each telegram our and date specifi HE CONTRACT/OR	ied.	AS DESCRIBED IN	
office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF: C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: X D. OTHER (Specify type of modification and authority) DFARS 252,232-7007 Limitation of Government's Obligation (Apr 2014) E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and efficiency of the interpretation of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and efficiency of the interpretation of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and efficiency of the interpretation of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and efficiency of the interpretation of the interpretatio	CONTRACT ORDER NO. IN IT	EM 10A.							
D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 Limitation of Government's Obligation (Apr 2014) IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. See Additional Pages for Further De							(such as ch	anges in paying	
IMPORTANT: Contractor [] is not, [X] is required to sign this document and return copies to the issuing office. 4. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. See Additional Pages for	C. THIS SUPPLEMENTAL AGREE	MENT IS ENT	ERED INTO PURSUA	ANT TO AUTHORITY O	OF:				
Fort Knox, Kentucky — Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. See Additional Pages for Fur					_		014)		
Fort Knox, Kentucky – Utility Privatization Contract Potable Water Utility System See Additional Pages for Further Details. See Additional Pages for Fur					23400				
JIM BRUCE, GENERAL MANAGER CARL SILVERSTONE 15C.DATE SIGNED 16B. UNITED STATES OF AMERICA SILVERSTONE.CAR Digital squared by SIVESTONE.CAR, 1377023044 Disc. Cold., Cold. S. Government. Cus-Dolt. Cusi-PR. Optical Segment and Cold. Cold. Solid S		See A	Potable Water Additional Page	s for Further De	tai	ls.	inged and in	full force and effect.	
SB. NAME OF CONTRACTOR/OFFEROR 15C.DATE SIGNED 16B. UNITED STATES OF AMERICA SILVERSTONE.CAR Digitally injuncted by SILVERSTONE.CAM. 1377023044 By L. 1377023044 Signature of person authorized to sign) 16C.DATE SIGNED 16C.DATE SIGNED 16C.DATE SIGNED SILVERSTONE.CAR Digitally injuncted by SILVERSTONE.CAM. 1377023044 Date: 2017-02-0049 Signature of Contracting Officer) June 22, 2							R		
SILVERSTONE.CAR Digitally signed by SILVERSTONE.CAR Digitally sign			MC DATE COMM					Lucanum	
	By James Bluce	_		SILVERST BY L.137702	ON 304	E.CAR Digitally signed by 58.VER DN: cvUS, cvUS, Governm ouvDLA, cnvSEVERSTONI Date: 2015.26.22 16:27:49	570NE.CARL.1377023044 heet.cu=DoD, cu=PKL LCARL.1377023044 -04700**	June 22, 2015	
SN 7540-01-152-8070	(Signature of person authorized to sign			(Signature o	of C				

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

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

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

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

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

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

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

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

CLIN 00055 is hereby revised as follows:

FROM:

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

TO:

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

C. Section G - Contract Administration Data

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

From:

To:

KENNETH RICHARDSON 8725 John J. Kingman Road Suite 3725 Fort Belvoir, VA 22060 DSN: 427-9559

(703) 767-9559 E-mail: kenneth.richardson@dla.mil CARL SILVERSTONE 8725 John J. Kingman Road STP 10400 Fort Belvoir, VA 22060-6221

DSN: 767-1408 (703) 617-1408

E-mail: carl.silverstone@dla.mil

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

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

Kevin Addison IMCOM Atlantic, USARMY 125 6th Ave, STE 320 Bldg 1110, Room 311 Fort Knox, KY 40121 DSN: (504) 624-5436

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

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

G.5 Accounting and Appropriation Data

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

		CLIN 0004 (sub CLIN 0004AA) CLIN 0054 (sub-CLIN 0054AC)	\$1,969,376.00 \$1,598,809.40
-14	Funding Breakdown	CLIN 0003 (sub-CLIN 0003AC)	\$984,688.00
		Total	\$7,750,492.20
	MIPR10603343 dated May 29, 2015	Amend 0004	\$1,937,623.05
	MIPR10603343 dated March 03, 2015	Amend 0003	\$1,937,623.05
	MIPR10603343 dated February 02, 2015	Amend 0002	\$1,937,623.05
	MIPR10603343 dated November 07, 2014	Amend 0001	\$645,874.35
	MIPR10603343 dated October 08, 2014	Basic	\$1,291,748.70

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

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

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

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

(End of clause)

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

AMENDMENT OF SOLICITATION/MODI	FICATION OF	FCONTRACT	1. CONTRACT ID C	ODE K	Page 1 of 5		
2. AMENDMENT/MODIFICATION NO. P00025	DIFICATION NO. 3. EFFECTIVE DATE See Block 16C			4. REQUISITION/PURCHASE REQ. NO. 5. I			
5. ISSUED BY	CODE	SP0600	7. ADMINISTERED	BY (If other than Item	n 6) CODE		
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol:Marlene Amedome/DLA Ener PHONE: (703) 617-1439 E-MAIL: marlene.a	gy-FEEBB	nil P.P. 8.2	ASTURBUTY CON		AZUDENAS		
3. NAME AND ADDRESS OF CONTRACTO	OR (NO., street	city, county, State , and	I ZIP Code)	9a. AMENDMENT	T OF SOLICITATION NO.		
Hardin County Water District No. I 1400 Rogersville Road			eveniment to part to	9b. DATED (SEE)	ITEM II)		
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x		ION OF CONTRACT/ORDER 11-C-8271		
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			an we would record to	10b. DATED (SEE 30 Se	ITEM 13) eptember 2011		
	THIS ITEM C	ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS			
2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MODITEM 14. A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT	ED PURSUAN	OF CONTRACTS/OF					
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	TRACT/ORDE				S (such as changes in paying		
C. THIS SUPPLEMENTAL AGREE	MENT IS ENT	ERED INTO PURSUA	ANT TO AUTHORITY C	F: FAR 43.103(a), Mu	tual Agreement between both Parties		
D. OTHER (Specify type of modifical	Part of the Part o		and the said of the	la me la casa			
E. IMPORTANT: Contractor [] is not, [X] is not. 4. DESCRIPTION OF AMENDMENT/MO				e issuing office.	thiect matter where feasible)		
		Kentucky – Ut Potable Water	ility Privatization Utility System	on Contract			
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Type	ons of the docum	elogi Bolimby (A	cam your year lay.		hanged and in full force and effect.		
JIM BRUCE, GENERAL M	ANAGER	100000000000000000000000000000000000000	CARL SIL	VERSTONE			
BY Signature of person authorized to sign	-	3-JEP-15	BY RL.13770	ONE.CA COMMITTEE OF THE PERSON NAMED IN COLUMN	Sept 03, 2015		

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 52 243 A. The purpose of this modification is to incorporate DFARS Clause 252.204-7012 Safeguarding Unclassified Controlled Technical Information (NOV 2013) under Section I.5, Other Clauses.

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(a) Definitions. As used in this clause-

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

"Attribution information" means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

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

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

"Exfiltration" means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

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

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

- (b) Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—
 - (1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—
 - (i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or
 - (ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—
 - (A) The required security control identified in the following table is not applicable; or
 - (B) An alternative control or protective measure is used to achieve equivalent protection.

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

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

Table 1 -- Minimum Security Controls for Safeguarding

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

Access Control	Audit & Accountability	Identification and Authentication	Media Protection	System & Comm Protection
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	Lo 3 (4)	SC-7
AC-6	AU-7	- West sampling faid	Physical and Environmental Protection	SC-8(1)
AC-7	AU-8	Incident Response	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	Configuration Management	IR-5	exten.	SC-28
AC-19	CM-2	IR-6	Program Management	
AC-20(1)	CM-6	the less actions to making the	PM-10	System & Information Integrity
AC-20(2)	CM-7	Maintenance	5.351124	SI-2
AC-22	CM-8	MA-4(6)	Risk Assessment	SI-3
CIP.	Partie of the parties	MA-5	RA-5	SI-4
Awareness & Training	Contingency Planning	MA-6	e 1/4	
AT-2	CP-9	The state of the s	alby of	

Legend:

AC: Access Control

AT: Awareness and Training

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

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

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

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

(End of clause)

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K Page 1 of 4				
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECT Sec	FIVE DATE Block 16C	4. REQUISITION/PUR N/A		5. PROJECT NO		
S. ISSUED BY	CODE	SP0600		BY (If other than Item			
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene a	rgy-FEEBB	mil P.P. 8.2				e Witte	
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	et city, county, State ,and	I ZIP Code)	9a. AMENDMENT	OF SOLICITATI	ON NO.	
Hardin County Water District No. 1 1400 Rogersville Road				9b. DATED (SEE IT	EM II)	ula ELB	
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x	10a. MODIFICATIONO. SP0600-1		CT/ORDER	
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE ITEM 13) 30 September 2011			
The above numbered solicitation is amount of the second solicitation in the second solicitation is a second solicitation.	- CONTRACTOR AND CONTRACTOR		AMENDMENTS OF SO	LICITATIONS			
FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS ITEM APPLIES ONLY TO MODI TEM 14.	DATE SPE itted, such cl and this ame DATA (If rea FICATIONS	CIFIED MAY RESI nange may be made by endment, and is receive quired) OF CONTRACTS/OF	ULT IN REJECTION y telegram or letter, pro ed prior to the opening RDERS, IT MODIFIES	OF YOUR OFFER, vided each telegram hour and date specific THE CONTRACT/OR	ed. DER NO. AS DES	SCRIBED IN	
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify authori	ty) THE CHANGES SET	FORTH IN ITEM 14 A	RE MADE IN THE	3	
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S.					(such as changes in	n paying	
C. THIS SUPPLEMENTAL AGREE	MENT IS EN	TERED INTO PURSUA	NT TO AUTHORITY OF				
X D. OTHER (Specify type of modifical				Control of the Contro	nent's Obligation (Apr 2014)	
E. IMPORTANT: Contractor [X] is not, [] is not, 4. DESCRIPTION OF AMENDMENT/MO					iect matter where fi	easible)	
	ort Knox, See	Kentucky – Ut Potable Water Additional Page	ility Privatizatio Utility System s for Further Deta	n Contract			
15A. NAME AND TITLE OF SIGNER (Typ	e or print)			TRACTING OFFICE	R		
ISD NAME OF CONTRACTOR OFFER OF		ISC DATE STONES	CARL SILV	And the second second	Live	MTE SIGNER	
BY		15C.DATE SIGNED	171	CARL.13 Doylady agend by SAVIRSTONE.CA. ON early, early, early, Saviesment, acres (and support of the Saviesment, acres (and Saviesment,		ber 20, 2015	
(Signature of person authorized to sign	1)		(Signature of	Contracting Officer)		The state of	

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

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004 is hereby revised as follows:

FROM:

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

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

CLIN 00055 is hereby revised as follows:

FROM:

0055	ISDC Surcharge Yr. 4	Qty	Unit	Unit Price	Total Price
0055AA	Months 37-44 of 60	8	Мо	\$399,702.35	\$3,197,618.80
Mb.Q	ACRN: AH Period of performance: February 1, 2015- September 30, 2015			Thurst and	enciosas (Hrat(di)
0055AB	Months 45-47 of 60	3	Мо	\$399,702.35	\$1,199,107.05
	ACRN: TBD Period of performance:				
		MACAN OF			
0055AC	Months 48 of 60	1	Мо	\$399,702.35	\$399,702.35
	January 1, 2016-				2 of business in tisk
	January 31, 2016				

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

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

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

G.5 Accounting and Appropriation Data

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

ACRN AJ 02120162016 2020000 A2ABH 131079QDPW 233	4 0010776114 S.0005431.31.504.2 021001	12 12
MIPR10776114 dated October 13, 2015	Basic	\$1,937,623.0
	Total	\$1,937,623.0
Funding Breakdown		
	CLIN 0004 (sub CLIN 0004AB)	\$738,516.0
	CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.0
Total Funding for ACRN AJ		\$1,937,623.0

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE K Page 1			
AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE See Block 16C			4. REQUISITION/PUR N/A		5. PROJE	CT NO. (If applicable
ISSUED BY	CODE	SP0600	7. ADMINISTERED	BY (If other than Item	6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Marlene Amedome/DLA Ene PHONE: (703) 617-1439 E-MAIL: marlene.a	rgy-FEEAA	nil P.P. 8.2	Courses of the mines			interior di - Surgi Section di - Surgi Section des incident
NAME AND ADDRESS OF CONTRACT	OR (NO., street	city, county, State ,an	d ZIP Code)	9a. AMENDMENT	OF SOLICI	TATION NO.
Hardin County Water District No. 1 1400 Rogersville Road			Mark of Physics Street	9b. DATED (SEE I	TEM 11)	OF BRACE (S)
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x	10a. MODIFICATI NO. SP0600-1	ION OF CO!	VTRACT/ORDER
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			ion (USC) (2 - 10 cod) 1,075, (4 12 - 10 cod) (4 1	10b. DATED (SEE 30 Se	ITEM 13) ptember 2011	of July (b) autori)
The above numbered solicitation is amo			AMENDMENTS OF SOI	LICITATIONS		
2. ACCOUNTING AND APPROPRIATION 3. THIS ITEM APPLIES ONLY TO MODIFIEM 14. A. THIS CHANGE ORDER IS ISSU	N DATA (If requ IFICATIONS (uired) DF CONTRACTS/OI	RDERS, IT MODIFIES	THE CONTRACT/O	RDER NO. A	
CONTRACT ORDER NO. IN IT B. THE ABOVE NUMBERED CON	EM 10A. TRACT/ORDE	R IS MODIFIED TO	REFLECT THE ADMINIS	TRATIVE CHANGES		
office, appropriation date, etc.) S						
C. THIS SUPPLEMENTAL AGREE X D. OTHER (Specify type of modifical		The second secon			2014) and FA	R 52.241-7 Change in
Rates or Terms and Conditions of Ser IMPORTANT: Contractor [] is not, [X] is	vice for Regulat	ed Services (Feb 1995)	e issuing office.	A STATUS	
DESCRIPTION OF AMENDMENT/MO					bject matter w	here feasible.)
Fo	ort Knox,	Kentucky – Ut Potable Water	tility Privatization r Utility System	n Contract		
	See A	Additional Page	es for Further Deta	ails		
xcept as provided herein, all terms and condition	ons of the docum	nent referenced in Item		HAT IN	anged and in	full force and effect.
JIM BRUCE, GENERAL M	ANAGER		16A. NAME OF CON CARL S	TRACTING OFFICE ILVERSTONE		
BY Signature of person authorized to sign	- 1	4-JAN-ZOL	BY .13770230	NE.CARL Digitally organic by SALVERSTONE CARL, 1877	PRINT, GUNDIO, DUNPRI NE CARL, 1977021044	1/14/2016

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

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0004AC is hereby revised as follows:

FROM:

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

TO:

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

CLIN 0005 is hereby revised as follows:

FROM:

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

TO:

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

CLIN 0055AC is hereby revised as follows:

FROM:

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

TO:

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

CLIN 0056 is hereby revised as follows:

FROM:

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

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

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

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

FROM:

Contract	Monthly Coming	Purchase	Macthi	Manthly Helle	Annual Heller Conde
Year Year	Monthly Service Charge	Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$260,422.00	\$85,968.00	(\$85,968.00)	\$260,422.00	\$3,125,064.00
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00
11	\$281,786.00			\$281,786.00	\$3,381,432.00
12	\$286,725.00			\$286,725.00	\$3,440,700.00
13	\$291,751.00			\$291,751.00	\$3,501,012.00
14	\$296,864.00			\$296,864.00	\$3,562,368.00
15	\$302,067.00			\$302,067.00	\$3,624,804.00
16	\$307,361.00			\$307,361.00	\$3,688,332.00
17	\$312,748.00			\$312,748.00	\$3,752,976.00
18	\$318,230.00			\$318,230.00	\$3,818,760.00
19	\$323,807.00			\$323,807.00	\$3,885,684.00
20	\$329,483.00			\$329,483.00	\$3,953,796.00
21	\$335,258.00			\$335,258.00	\$4,023,096.00
22	\$341,134.00			\$341,134.00	\$4,093,608.00
23	\$347,113.00			\$347,113.00	\$4,165,356.00
24	\$353,196.00			\$353,196.00	\$4,238,352.00
25	\$359,387.00			\$359,387.00	\$4,312,644.00
26	\$365,686.00			\$365,686.00	\$4,388,232.00
27	\$372,095.00			\$372,095.00	\$4,465,140.00
28	\$378,616.00			\$378,616.00	\$4,543,392.00
29	\$385,252.00			\$385,252.00	\$4,623,024.00
30	\$392,005.00			\$392,005.00	\$4,704,060.00
31	\$398,875.00			\$398,875.00	\$4,786,500.00
32	\$405,866.00			\$405,866.00	\$4,870,392.00
33	\$412,980.00			\$412,980.00	\$4,955,760.00
34	\$420,218.00			\$420,218.00	\$5,042,616.00
35	\$427,583.00			\$427,583.00	\$5,130,996.00
36	\$435,077.00			\$435,077.00	\$5,220,924.00
37	\$442,703.00			\$442,703.00	\$5,312,436.00
38	\$450,462.00			\$450,462.00	\$5,405,544.00
39	\$458,357.00			\$458,357.00	\$5,500,284.00
40	\$466,390.00			\$466,390.00	\$5,596,680.00
41	\$474,565.00			\$474,565.00	\$5,694,780.00

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

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$258,340.00	\$85,968.00	(\$85,968.00)	\$258,340.00	\$3,100,080.00
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00
11	\$281,786.00			\$281,786.00	\$3,381,432.00
12	\$286,725.00			\$286,725.00	\$3,440,700.00
13	\$291,751.00			\$291,751.00	\$3,501,012.00
14	\$296,864.00			\$296,864.00	\$3,562,368.00
15	\$302,067.00			\$302,067.00	\$3,624,804.00
16	\$307,361.00			\$307,361.00	\$3,688,332.00
17	\$312,748.00			\$312,748.00	\$3,752,976.00
18	\$318,230.00			\$318,230.00	\$3,818,760.00
19	\$323,807.00			\$323,807.00	\$3,885,684.00
20	\$329,483.00			\$329,483.00	\$3,953,796.00
21	\$335,258.00			\$335,258.00	\$4,023,096.00
22	\$341,134.00			\$341,134.00	\$4,093,608.00
23	\$347,113.00			\$347,113.00	\$4,165,356.00
24	\$353,196.00			\$353,196.00	\$4,238,352.00
25	\$359,387.00			\$359,387.00	\$4,312,644.00
26	\$365,686.00			\$365,686.00	\$4,388,232.00
27	\$372,095.00			\$372,095.00	\$4,465,140.00
28	\$378,616.00			\$378,616.00	\$4,543,392.00
29	\$385,252.00			\$385,252.00	\$4,623,024.00
30	\$392,005.00			\$392,005.00	\$4,704,060.00
31	\$398,875.00			\$398,875.00	\$4,786,500.00
32	\$405,866.00			\$405,866.00	\$4,870,392.00
33	\$412,980.00			\$412,980.00	\$4,955,760.00
34	\$420,218.00			\$420,218.00	\$5,042,616.00

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

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

G.6 Accounting and Appropriation Data

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

ACRN AJ 02120162016 2020000 A2ABH 131079QDPW 2	334 0010776114 S.0005431.31.504.2 021001 \$2	,583,497.40
MIPR10776114 dated October 13, 2015	Basic Basic	\$1,937,623.05
MIPR10776114 dated December 22, 2015	(Amd.1)	\$645,874.35
and transfer assume in water box their each of so should	emerged voltage per manager Total	\$2,583,497.40
Funding Breakdown	to the it to be the best deciment with them the	
P00026	On CLIN 0004 (sub CLIN 0004AB)	\$738,516.00
P00026	On CLIN 0055 (sub-CLIN 0055AB)	\$1,199,107.05
P00027	On CLIN 0004 (sub CLIN 0004AC)	\$246,172.00
P00027	On CLIN 0055 (sub-CLIN 0055AC)	\$399,702.35
Total Funding for ACRN AJ		\$2,583,497.40

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

	ACRN AK 02120162016 2020000 A2ABH 131079QDPW 2		
-	MIPR10807852 dated January 05, 2016	Manuferon of the Coverment."	\$645,874.35
	c a title followed a surroun manufact a some salare de	Total	\$645,874.35
1	Funding Breakdown	Maria Standard (Calla Oliva Incaration and Standard Incaration and	
1	P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00
	P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35
	Total Funding for ACRN AK		\$645,874.35

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$33,727,803.61 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, it 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 ne Contract Year Period of Performance.

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

AMENDMENT OF SOLICITATION/MODI	FICATION OF CONTRACT	1. CONTRACT ID C	ODE K	Page 1 of 45
2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PUR N/A		5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE SP0600	7. ADMINISTERED	BY (If other than Item	6) CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy- PHONE: (703) 617-1425 E-MAIL: daonna yo	FEEAA			
8. NAME AND ADDRESS OF CONTRACT	OR (NO., street city, county, State, an	nd ZIP Code)	9a. AMENDMENT	OF SOLICITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road			9b. DATED (SEE I	TEM 11)
Radeliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055		x	A CONTRACTOR OF THE PARTY OF TH	ION OF CONTRACT/ORDER 11-C-8271
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			10b. DATED (SEE 30 Se	ITEM 13) ptember 2011
11,	THIS ITEM ONLY APPLIES TO	AMENDMENTS OF SOI	LICITATIONS	
FAILURE OF YOUR ACKNOWLEDG OFFERS PRIOR TO THE HOUR AND you desire to change an offer already subm or letter makes reference to the solicitation 12. ACCOUNTING AND APPROPRIATION 13. THIS FTEM APPLIES ONLY TO MOD ITEM 14.	DATE SPECIFIED MAY RES itted, such change may be made and this amendment, and is received DATA (If required)	SULT IN REJECTION by telegram or letter, pro wed prior to the opening	OF YOUR OFFER vided each telegram hour and date specif	R. If by virtue of this amendment lied.
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		rity) THE CHANGES SET	FORTH IN ITEM 14	ARE MADE IN THE
B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	TRACT/ORDER IS MODIFIED TO ET FORTH IN ITEM 14, PURSUAN			S (such as changes in paying
X C. THIS SUPPLEMENTAL AGREE		ANT TO AUTHORITY OF	FAR 52.243-1 ALT	1 ChangesFixed Price
D. OTHER (Specify type of modifican				
E. IMPORTANT: Contractor [] is not, [X] is 14. DESCRIPTION OF AMENDMENT/MO				hiert matter where feasible \
Except as provided herein, all terms and condition 15A. NAME AND TITLE OF SIGNER (Typ.	See Additional Pag	es for Further Deta n 9A or 10A, as heretofore	uils. changed, remains unch	žR .
JIM BRUCE, GENERAL M		The second secon	ILVERSTONE	
BY (Signature of person authorized to sign	24- FEB-2016	47.4	ONE.CA Supredy required by SEVERSTONE A	OAR, LOPPE, IN-DEA. 16C. DATE SIGNED 2/25/2015
NSN /546-01-152-8070		The second second second	ST.	ANDARD FORM 30 (REV.10-83)

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

B.3 Schedule

Utility Service Payment by the Government

CLIN 0005 is hereby revised as follows:

FROM:

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

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

CLIN 00056 is hereby revised as follows:

FROM:

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

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

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

G.6 Accounting and Appropriation Data

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

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

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

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

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

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

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ISSUED BY	CODE	SP0600	7. ADMINISTE	RED	BY (If other than Item	16)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy PHONE: (703) 617-1425 E-MAIL: daonna.y	-FEEBB	P. 8.2	mary 31, 2019 S				
NAME AND ADDRESS OF CONTRACT				1901	9a. AMENDMENT	OF SOLIC	ITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road				Tipe.	9b. DATED (SEE II	TEM II)	yella)
Pax. (270) 332-3033				x	NO. SP0600-1		NTRACT/ORDER
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				ino:	10b. DATED (SEE 30 Se		e dian
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A. The purpose of this modification is to:

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

B.5 – Initial System Deficiency Corrections Charges Schedule B.5 is hereby revised as follows:

FROM:

Project No.	Project Name	Project Completion (Contract Year)	Project Cost
ISDC#1	System Survey/ Assessment and Re-Map the Utility System	1	\$121,610
ISDC#2	Leak Detection Survey	1	\$49,530
ISDC#3	Hydraulic Model	1	\$22,050
ISDC#4	Master Flow Meters at the WTP	1	\$24,909
ISDC#5	20-inch Raw Valves	1	\$89,319
ISDC#6	New Raw Water Main from the Muldraugh WTP to the 16-inch Raw Water Line Between Otter Creek PS and Central WTP	11	\$1,946,203
ISDC#7	Otter Creek Pump Station	1	\$117,449
ISDC#8	Muldraugh HLPS	1	\$108,234
ISDC#9	Central WTP	1	\$64,202
ISDC#10	Central WTP Clear Well	1	\$1,825,443
ISDC#11	Fire Hydrants	4	\$1,957,620
ISDC#12	THIS ITEM PURPOSEFULLY LEFT BLANK		****
ISDC#13	Water Storage Tank No. 5	1	\$439,499
ISDC#14	Automatic Transfer Switches	2	\$248,658
ISDC#15	Pipe between Otter Creek PS and Central WTP	2	\$1,773,822
ISDC#16	Water Storage Tank No. 6	2	\$395,98
ISDC#17	Water Storage Tank No. 8	2	\$395,98
ISDC#18	Water Storage Tank No. 7	3	\$199,98
ISDC#19	SCADA System	3	\$335,78
ISDC#20	Distribution System Pipe and Valves	3	\$1,113,333
ISDC#21	Distribution System Pipe and Valves	3	\$3,034,103
ISDC#22	Distribution System Pipe and Valves	3	\$188,402
ISDC#23	Distribution System Pipe and Valves	4	\$6,618,77

Project No.	Project Name	Project Completion (Contract Year)	Project Cost
ISDC#24	Water Tank No. 1	3	\$24,398
ISDC#25	Water Tank No. 2	no seed out of many 3 at	\$24,398
ISDC#26	Water Tank No. 4	3 10 3	\$45,636
ISDC#27	West Point Well Field	India i an went of the	\$63,891
ISDC#28	Van Voorhis Pump Station	to Dear Type - Advisor 1967	\$8,776
ISDC#29	Decommission Muldraugh WTP	minimal a filtrania 5 Al	\$496,146
ISDC#30	Muldraugh WTP Operation Year 1	1	\$999,495
ISDC#31	Muldraugh WTP Operation Year 2	2	\$997,297
ISDC#32	Muldraugh WTP Operation Year 3	3	\$997,297
ISDC#33	Muldraugh WTP Operation Year 4	4	\$997,297
ISDC#34	Muldraugh WTP Operation Year 5	5	\$997,297

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

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

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

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

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

B.6 – Capital Improvement ProjectsSchedule B.6 is hereby established as follows:

Project No.	Year 6 – 10 Project Name	CIP Totals	
1	Muldraugh WTP Improvements	\$4,845,000.00	
2	1.5 MG Old Ironsides Tank	\$5,054,000.00	
3	1.5 MG Education Center Tank	\$5,060,000.00	
4	Park Road 14' Main Extension	\$290,000.00	
5	Automatic Flusher Installed in Dietz Area	\$13,000.00	
6	Line Improvement - Gold Vault Area	\$163,000.00	
7	Line Improvements - North Frazier Area	\$30,000.0	
8	Line Improvements - 7th Armon Division Cut off Road	\$143,000.00	
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00	
10	Installation of Check Valves New Education Center Tank	\$70,000.00	
11	Remove Frazier Tank	\$76,000.00	
12	Remove Van Voorhis Tank	\$60,000.00	
13	Remove Prichard Tank	\$76,000.00	

Remove Old Ironside Tank	\$76,000.00
Remove Fort Knox High School Tank	\$76,000.0
Remove HRC Tank	\$76,000.0
Automatic Flusher Installed in Prichard Area	\$13,000.0
Automatic Flusher Installed in Dietz Area	\$13,000.0
	Automatic Flusher Installed in Prichard Area Remove HRC Tank

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

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

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

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

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2. AMENDMENT/MODIFICATION NO. P00030		FIVE DATE e Block 16C	N/A	TION/PURCHASE REQ. NO. 5.		CT NO. (If applicable
ISSUED BY	CODE	SP0600	7. ADMINISTERED BY (If other than Item 6)			CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 1 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Ener PHONE: (703) 617-1425 E-MAIL: daonna	gy-FEEAA	P.P. 8,2	Den gan - en l			Section 6 - page realized to believe
NAME AND ADDRESS OF CONTRAC	CTOR (NO., stre	et city, county, State ,and	ZIP Code)	9a. AMENDMENT	OF SOLIC	TTATION NO.
Hardin County Water District No. 1 1400 Rogersville Road			stilled at angle	9b. DATED (SEE I	TEM 11)	50 0 1000 1000
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x	10a. MODIFICATI NO. SP0600-1		NTRACT/ORDER
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE 30 Se	ITEM 13) ptember 201	1 46600
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- A. The purpose of this modification is to revise the B.3 Schedule in accordance with the accepted CIP proposal executed in modification SP0600-11-C-8271 P00029. As a result, there is hereby a (\$1,078) reduction in the Monthly Utility Service Charge for Contract Year 5, starting in month 55 (August 2016) through month 60 (January 2017).
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:

B.3 Schedule

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

FROM:

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

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

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

G.6 Accounting and Appropriation Data

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

MIPR10807852 dated January 05, 2016	Basic	\$645,874.35	
MIPR10807852 Amend 01 dated February 05, 2016	Amendment 01	\$4,521,120.45	
Deobligation (\$2,156.00)	Modification P00030	(\$2,156.00)	
funds for the comparison with compact fractions.	Total	\$5,164,838.80	
Funding Breakdown	2005 400 20760		
P00027	On CLIN 0005 (sub CLIN 0005AA)	\$246,172.00	
P00027	On CLIN 0056 (sub-CLIN 0056AA)	\$399,702.35	
P00028	On CLIN 0005 (sub CLIN 0005AB)	\$1,723,204.00	
P00028	On CLIN 0056 (sub CLIN 0056AB)	\$2,797,916.45	
P00030	On CLIN 0005 (subCLIN 0005AB)	\$1,230,860.00	
P00030	On CLIN 0005 (sub CLIN 0005AC)	\$490,188.00	
Total Funding for ACRN AK		\$5,164,838.80	

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

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

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

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

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

2. AMENDMENT/MODIFICATION NO. P00031			1.01 3.231.5.2.2.2.3.2.2.		DDE K		Y.M. mink met
	3. EFFECT See	IVE DATE Block 16C	4. REQUISITION/PU	R(CHASE REQ. NO.	EQ. NO. 5. PROJECT NO. (If	
6. ISSUED BY	CODE	SP0600	7. ADMINISTERE	D	BY (If other than Item	6)	CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Daonna Young/DLA Energy PHONE: (703) 617-1425 E-MAIL: daonna	y-FEEBB		roeto e 1A - 10167 o antheoli orbitos				of - B author II - B author II - B author II - I
8. NAME AND ADDRESS OF CONTRACT	TOR (NO., stree	et city, county, State ,and	ZIP Code)		9a. AMENDMENT	OF SOLIC	TTATION NO.
Hardin County Water District No. 1 1400 Rogersville Road			17-		9b. DATED (SEE IT	EM 11)	promotors 6.5
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			garde.	X	10a. MODIFICATIONO. SP0600-1		
POC : Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9					10b. DATED (SEE 1) 30 Sep	TEM 13) otember 201	1 HORY
高品表明	. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF S	OL	ICITATIONS		THE STATE OF THE S
copy of the offer submitted; or(c) By sepa FAILURE OF YOUR ACKNOWLEDGOFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation. 12. ACCOUNTING AND APPROPRIATION. 13. THIS ITEM APPLIES ONLY TO MODE.	GMENT TO I D DATE SPE mitted, such ch on and this ame ON DATA (If rec	BE RECEIVED AT CIFIED MAY RESU nange may be made by ndment, and is receive	THE PLACE DESIGNATION TO THE PLACE DESIGNATION OF THE PLACE DESIGNATION	GN N Oroving h	ATED FOR THE I OF YOUR OFFER. rided each telegram nour and date specifi	RECEIPT If by virt	OF ue of this amendment
ITEM 14. A. THIS CHANGE ORDER IS ISS							
CONTRACT ORDER NO. IN I	TEM 10A.						
X office, appropriation date, etc.)						isuen as en	anges in paying
C. THIS SUPPLEMENTAL AGRE			NT TO AUTHORITY	OF:	-		
D. OTHER (Specify type of modific				el-	I		
E. IMPORTANT: Contractor [X] is not, [14. DESCRIPTION OF AMENDMENT/MO	the same of the sa				issuing office.	iect matter	where feasible.)
		Kentucky – Ut	o conf	à	a laders rikrad		
			Utility System				
	See	Additional Page	es for Further De	eta	ils.		
	tions of the docu		9A or 10A, as heretofo	re c		inged and in	

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

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

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

TO:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-58 of 60	2	Mo	\$245,094.00	\$490,188.00
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	November 30, 2016	100		2 U.H. 1/2.1	
0005AE	Month 59-60 of 60	2	Mo	\$245,094.00	\$490,188.00
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

SubCLIN 0056AC is hereby revised as follows:

FROM:

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

TO:

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

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

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

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:	to indigit bits knot the no small suffit to some	CLASSIC MODERNIES OF 1 (N)
ACRN AL 02120172017 2020000 A2ABH 131079QDPW 2	334 0010940300 S.0045978.28.3 021001	\$1,289,592.70
A contact purporaging (c) and car of the second		
MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
Funding Breakdown	"Innertation and the sequences	2 nd nominate (* leisma
P00031	On CLIN 0005 (subCLIN 0005AD)	\$490,188.00
P00031	On CLIN 0056 (sub CLIN 0056AC)	\$799,404.70
Total Funding for ACRN AL		\$1,289,592.70

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

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

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

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

AMENDMENT OF SOLICITATION/MOD	FICATION O	F CONTRACT	1. CONTRACT ID C	CODE K	Page 1 of 4
2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECT See	IVE DATE Block 16C	4. REQUISITION/PUI	The state of the s	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED	BY (If other than Item	n 6) CODE
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 104 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-F PHONE: (703) 617-1421 E-MAIL: Matthew	EEBB		Charles of the control of		to colleged to decided. If the colleged to be shown
8. NAME AND ADDRESS OF CONTRACT	OR (NO., stree	t city, county, State ,and	d ZIP Code)	9a. AMENDMENT	Γ OF SOLICITATION NO.
Hardin County Water District No. 1 1400 Rogersville Road				9b. DATED (SEE 1	TEM II)
Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055			x		ION OF CONTRACT/ORDER 11-C-8271
POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				10b. DATED (SEE 30 Se	TTEM 13) eptember 2011
11.	THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS	MAN MAN AND AND AND AND AND AND AND AND AND A
copy of the offer submitted; or(c) By separate FAILURE OF YOUR ACKNOWLEDGOFFERS PRIOR TO THE HOUR AND you desire to change an offer already submor letter makes reference to the solicitation. 12. ACCOUNTING AND APPROPRIATION TO MODE TO MO	MENT TO E DATE SPEC nitted, such ch and this ame	BE RECEIVED AT CIFIED MAY RES ange may be made b ndment, and is receiv	THE PLACE DESIG ULT IN REJECTION by telegram or letter, proved prior to the opening	NATED FOR THE OF YOUR OFFER ovided each telegram hour and date specif	RECEIPT OF R. If by virtue of this amendment fied.
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT		NT TO: (Specify author)	ity) THE CHANGES SET	FORTH IN ITEM 14	ARE MADE IN THE
X B. THE ABOVE NUMBERED CON office, appropriation date, etc.) S	TRACT/ORDI	ER IS MODIFIED TO I	REFLECT THE ADMINI	STRATIVE CHANGES OF: 43.103(b)	S (such as changes in paying
C. THIS SUPPLEMENTAL AGREE					
D. OTHER (Specify type of modifica				A STATE OF SAME	
E. IMPORTANT: Contractor [X] is not, [] 14. DESCRIPTION OF AMENDMENT/MO				ne issuing office.	
Except as provided herein, all terms and conditi	See	Potable Water Additional Page	tility Privatization Utility System es for Further Det	ails.	nanged and in full force and effect.
15A. NAME AND TITLE OF SIGNER (Type	e or print)		The state of the s	SILVERSTONE	
15B. NAME OF CONTRACTOR/OFFEROR		15C.DATE SIGNED	16B. UNITED STAT	ES OF AMERICA NE.CA Originally signed by	16C.DATE SIGNED
BY (Signature of person authorized to sig	n)		BY RL.137702.	Gontracting Officer)	December 16, 2016

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

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

0005	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0005AD	Month 57-58 of 60	2	Mo	\$245,094.00	\$490,188.00
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	November 30, 2016	1,200			
0005AE	Month 59-60 of 60	2	Mo	\$245,094.00	\$490,188.00
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

TO:

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

SubCLIN 0056AC is hereby revised as follows:

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-58 of 60	2	Mo	\$399,702.35	\$799,404.70
	ACRN: AL				
	Period of performance:				
	October 1, 2016-				
	November 30, 2016				
0056AD	Month 59-60 of 60	2	Mo	\$399,702.35	\$799,404.70
	ACRN: TBD				
	Period of performance:				
	December 1 2016-				
	January 31, 2017				

TO:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Price
0056AC	Month 57-59 of 60	3	Mo	\$399,702.35	\$1,199,107.05
	Period of performance:				
(4) 10 1	October 1, 2016- December 31, 2016	abyah la	no (026) a	and wild long daing to	multi veiner ab e
0056AD	Month 60 of 60	1	Мо	\$399,702.35	\$399,702.35
	ACRN: TBD				
	Period of performance:				
	January 1, 2017-				
	January 31, 2017				

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

\$1,289,592.70	Basic	MIPR10940300 dated October 25, 2016
\$644,796.35	Amend 1	". Opinial" for his some on tibre according oil
\$1,934,389.05	Total	and other the state of the bears of the state of the
nty will be amortigible.	ote a gran structure place el Karago granteca los celebras	Funding Breakdown
\$490,188.00	On CLIN 0005 (subCLIN 0005AD)	P00031
\$799,404.70	On CLIN 0056 (sub CLIN 0056AC)	P00031
\$245,094.00	On CLIN 0005 (subCLIN 0005AD)	P00032
\$399,702.35	On CLIN 0056 (sub CLIN 0056AC)	P00032
\$1,934,389.35		Total Funding for ACRN AL

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

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

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

2. AMENDME	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				. 1. CONTRACT ID CODE PAGE		4	OF PAGES
2. AMENDMENT/MODIFICATION NUMBER 3. EFFECTIVE DATE			4. REQUISITION/PURCHA	SE REQ	E REQUISITION NUMBER 5. PROJE		TNUMBE	R (If applic
P00033		See Block 16C						YOU
6. ISSUED BY	Y CODE	SP0600	7. ADMINISTERED BY	(If oth	er than Item 6)	CODE		
8725 JOH FORT BEI Buyer/Syn	FY – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 nbol: Matthew Fox/DLA Energy-FEEBB 703) 617-1421 E-MAIL: Matthew.fox@d	la.mil P.P. 8.2	refer 667,6482 N					
. NAME AN	D ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)		9A. AMENDME	NT OF SOLIC	ITATION	NUMBER
1400 Rogers Radcliff, KY	40160-9343) 351-3222 ext. 208				9B. DATED (SE		IV.	A 18
	ruce, General Manager 402811			×	10A. MODIFICA	SPO		RDER NU
CODE		ACILITY CODE	10000		equid a el	SP0600-1	1-C-82	71
	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS			
pecified.		red) tion Data PPLIES ONLY TO MO	DIFICATIONS OF CO	ONTR	ACTS/ORDER	S	g hour and	date
OLIFOR ONE		E CONTRACT/ORDER	A STATE OF THE REAL PROPERTY.				ONTELO	
CHECK ONE	A, THIS CHANGE ORDER IS ISSUED PUF NUMBER IN ITEM 10A.	SOANT TO: (Specify authori	ny) THE CHANGES SET FO	KIHIP	ITEM 14 ARE MA	DE IN THE C	ONTRAC	ORDER
	B. THE ABOVE NUMBERED CONTRACT/			4.000	and the same of th			
	appropriation data, etc.) SET FORTH IN					changes in pa	aying office	to E
	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAL	HE AUTHORITY OF FAR 43	.103(b)	S TELEVALO	Celta	800	10
	appropriation data, etc.) SET FORTH IN	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAL	HE AUTHORITY OF FAR 43 NT TO AUTHORITY OF: 52.	.103(b) 243-1 -	S TELEVALO	I-Price Alterna	800	10
	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAL distribution authority)	HE AUTHORITY OF FAR 43	.103(b) 243-1 -	- Changes Fixed	I-Price Alterna	800	10
IMPORT	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification an	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAL d authority) required to sign this de	NT TO AUTHORITY OF FAR 43 NT TO AUTHORITY OF: 52. Ocument and return 1 dings, including solicitation	.103(b) 243-1 - copii	- Changes Fixed es to the issuin	d-Price Alterna	te I	10
IMPOR	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification an TANT: Contractor is not is	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAL d authority) required to sign this de	NE AUTHORITY OF FAR 43 NT TO AUTHORITY OF: 52. Ocument and return 1 dings, including solicitation	.103(b) 243-1 - copia	- Changes Fixed es to the issuin ract subject matte	d-Price Alterna	te I	10
IMPORTAL DESCRIPT	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification an TANT: Contractor is not is	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAN d authority) required to sign this described by UCF section head	NE AUTHORITY OF FAR 43 NT TO AUTHORITY OF: 52. Ocument and return 1 dings, including solicitation	.103(b) 243-1 - copii	- Changes Fixed es to the issuin	d-Price Alterna	ible.)	10
Except as prov	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and TANT: Contractor is not is TON OF AMENDMENT/MODIFICATION (Organized) Additional of the doubt in the second of th	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAN d authority) required to sign this description and authority by UCF section head current referenced in Item 94	NT TO AUTHORITY OF: 52. Ocument and return 1 dings, including solicitation A or 10A, as heretofore channels. NAME AND TITLE C	copie	es to the issuin	and in full force	ible.)	143)
E. IMPORT 4. DESCRIPT 54. DESCRIPT 55. NAME A	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and TANT: Contractor is not is TON OF AMENDMENT/MODIFICATION (Organization of the doubt of the december	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAN d authority) required to sign this description and authority by UCF section head current referenced in Item 94	A or 10A, as heretofore chan 16A. NAME AND TITLE C	copie	changes Fixed es to the issuin ract subject matter mains unchanged ITRACTING OFFIC	and in full force	te i ible.) ce and effe	ct.
Except as provided to the second as provided to the second as provided to the second as the second a	appropriation data, etc.) SET FORTH IN C. THIS SUPPLEMENTAL AGREEMENT IS D. OTHER (Specify type of modification and TANT: Contractor is not is TON OF AMENDMENT/MODIFICATION (Organized) Additional of the doubt in the second of th	ITEM 14, PURSUANT TO THE SENTERED INTO PURSUAN d authority) required to sign this description and authority by UCF section head current referenced in Item 94	A or 10A, as heretofore channels. NAME AND TITLE CORRUSTIVERS. CARL SILVERS. SILVE TONE CARL 137702304	copie copie copie copie copie copie copie copie cont cont cont cont cont cont cont cont	changes Fixed es to the issuin ract subject matter mains unchanged ITRACTING OFFIC	and in full force	te I ible.) ce and effe print) G OF	143)

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

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

Utility Service Payment by the Government

SubCLIN 0005AD is hereby revised as follows:

FROM:

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

TO:

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

SubCLIN 0056AC is hereby revised as follows:

FROM:

0056	Monthly Utility Service Charge -Year 5	Qty	Unit	Unit Price	Total Pr	ice
0056AC	Month 57-59 of 60	3	Mo	\$399,702.35	\$1,199,10	7.05
	ACRN: AL Period of performance:					
	October 1, 2016- December 31, 2016					
0056AD	Month 60 of 60	1	Мо	\$399,702.35	\$399,702	.35
The Spiliton	ACRN: TBD			100	Hart Horse	
	Period of performance:					
	January 1, 2017- January					
	31, 2017					

TO:

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

CLIN 0006 and subCLIN 0006AA are hereby established:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM	12	Мо	\$245,094.00	\$2,914,128.00
	Period of performance:			00.810	
	February 1, 2017 – January 31, 2018				

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

B.4 Monthly Utility Service Charge - Schedule 1

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

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
ALAST A	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00

5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00	
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00	
7	\$262,867.00	\$85,968.00	(\$85,968.00)	\$262,867.00	\$3,154,404.00	
8	\$267,475.00	\$85,968.00	(\$85,968.00)	\$267,475.00	\$3,209,700.00	
9	\$272,163.00	\$85,968.00	(\$85,968.00)	\$272,163.00	\$3,265,956.00	
10	\$276,933.00	\$85,968.00	(\$85,968.00)	\$276,933.00	\$3,323,196.00	
11	\$281,786.00			\$281,786.00	\$3,381,432.00	
12	\$286,725.00			\$286,725.00	\$3,440,700.00	
13	\$291,751.00			\$291,751.00	\$3,501,012.00	
14	\$296,864.00			\$296,864.00	\$3,562,368.00	
15	\$302,067.00			\$302,067.00	\$3,624,804.00	
16	\$307,361.00			\$307,361.00	\$3,688,332.00	
17	\$312,748.00			\$312,748.00	\$3,752,976.00	
18	\$318,230.00			\$318,230.00	\$3,818,760.00	
19	\$323,807.00			\$323,807.00	\$3,885,684.00	
20	\$329,483.00			\$329,483.00	\$3,953,796.00	
21	\$335,258.00			\$335,258.00	\$4,023,096.00	
22	\$341,134.00			\$341,134.00	\$4,093,608.00	
23	\$347,113.00			\$347,113.00	\$4,165,356.00	
24	\$353,196.00			\$353,196.00	\$4,238,352.00	
25	\$359,387.00			\$359,387.00	\$4,312,644.00	
26	\$365,686.00			\$365,686.00	\$4,388,232.00	
27	\$372,095.00			\$372,095.00	\$4,465,140.00	
28	\$378,616.00			\$378,616.00	\$4,543,392.00	
29	\$385,252.00			\$385,252.00	\$4,623,024.00	
30	\$392,005.00			\$392,005.00	\$4,704,060.00	
31	\$398,875.00			\$398,875.00	\$4,786,500.00	
32	\$405,866.00			\$405,866.00	\$4,870,392.00	
33	\$412,980.00			\$412,980.00	\$4,955,760.00	
34	\$420,218.00			\$420,218.00	\$5,042,616.00	
35	\$427,583.00			\$427,583.00	\$5,130,996.00	
36	\$435,077.00			\$435,077.00	\$5,220,924.00	
37	\$442,703.00			\$442,703.00	\$5,312,436.00	
38	\$450,462.00			\$450,462.00	\$5,405,544.00	
39	\$458,357.00			\$458,357.00	\$5,500,284.00	
40	\$466,390.00			\$466,390.00	\$5,596,680.00	
41	\$474,565.00			\$474,565.00	\$5,694,780.00	
42	\$482,882.00			\$482,882.00	\$5,794,584.00	
43	\$491,346.00			\$491,346.00	\$5,896,152.00	
44	\$499,957.00			\$499,957.00	\$5,999,484.00	
45	\$508,720.00			\$508,720.00	\$6,104,640.00	
46	\$517,636.00			\$517,636.00	\$6,211,632.00	
47	\$526,709.00			\$526,709.00	\$6,320,508.00	
48	\$535,940.00			\$535,940.00	\$6,431,280.00	
49	\$545,334.00			\$545,334.00	\$6,544,008.00	
50	\$554,892.00	Andrea		\$554,892.00	\$6,658,704.00	_

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

Project No.	Year 6 – 10 Project Name	CIP Totals
1	Muldraugh WTP Improvements	\$4,845,000.00
2	1.5 MG Old Ironsides Tank	\$5,054,000.00
3	1.5 MG Education Center Tank	\$5,060,000.00
4	Park Road 14' Main Extension	\$290,000.00
5	Automatic Flusher Installed in Dietz Area	\$13,000.00
6	Line Improvement - Gold Vault Area	\$163,000.00
7	Line Improvements - North Frazier Area	\$30,000.00
8	Line Improvements - 7th Armon Division Cut off Road	\$143,000.00
9	Decommission Central WTP and Large Diameter Mains	\$322,000.00
10	Installation of Check Valves New Education Center Tank	\$70,000.00
11	Remove Frazier Tank	\$76,000.00
12	Remove Van Voorhis Tank	\$60,000.00
13	Remove Prichard Tank	\$76,000.00
14	Automatic Flusher Installed in Dietz Area	\$13,000.00
15	Automatic Flusher Installed in Prichard Area	\$13,000.00
16	Remove HRC Tank	\$76,000.00
17	Remove Fort Knox High School Tank	\$76,000.00
18	Remove Old Ironside Tank	\$76,000.00
I TO MAKE	Total:	\$16,293,000.00

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

G.5 Accounting and Appropriation Data

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

Line of Accounting:

MIPR10940300 dated October 25, 2016	Basic	\$1,289,592.70
arity or control arises will be seemed where showing begon	Amend 1	\$644,796.35
ert vid eidenstig finne Nei latet and deirbie la	Amend 2	\$644,796.35
Title of the market up when through the abness-	Total	\$2,579,185.40
Funding Breakdown	a burtasen ed flov moog suril nërite simb i	celumites adl IF1
P00031	On CLIN 0005 (subCLIN 0005AD)	\$490,188.00
P00031	On CLIN 0056 (sub CLIN 0056AC)	\$799,404.70
P00032	On CLIN 0005 (subCLIN 0005AD)	\$245,094.00
P00032	On CLIN 0056 (sub CLIN	\$399,702.35

Tally and the second of the first text	0056AC)	zanakiy x m my 1 ji
P00033	On CLIN 0005 (subCLIN 0005AD)	\$245,094.00
P00033	On CLIN 0056 (sub CLIN 0056AC)	\$399,702.35
Total Funding for ACRN AL	4.790 Po.415 S. M. C.	\$2,579,185.40

ACRN AM is hereby established in the amount of \$516,680.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 Basic as follows:

RN AM 02120172017 2020000 A2ABH 131079 16,680.00	QDPW 2334 0010969832 S.0045978.2	3.3 021001
MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
	Total	\$516,680.00
Funding Breakdown	TERRITORIES CONTRACTORISMO	
P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
Total Funding for ACRN AM	and the second contraction of the second con	\$516,680.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$41,342,633.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date 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.
- G. The total amount obligated is increased by \$1,161,476.35 from \$40,181,157.11 to \$41,342,633.46.
- H. The total value of the contract is decreased by \$158,952.00 from \$250,523,961.46 to \$250,365,009.46.
- All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	DDE	PAGE OF PAGES	
2. AMENDME	ENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	SE REQUISITION NUMBER	5. PROJEC	CT NUMBER (If applicable)
P00034		See Block 16C				
6. ISSUED B	Y CODE	SP0600	7. ADMINISTERED BY	(If other than Item 6)	CODE	Val. mark mark
3725 JOH FORT BEI Buyer/Syn	GY - UTILITY SERVICES IN J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 nbol: Matthew Fox/DLA Energy-FEEBB (703) 617-1421 E-MAIL: Matthew.fox@d	la.mil <u>P.P. 8.2</u>	Contract Year Co			secong off A
8. NAME AN	ND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)	9A. AMENDME	NT OF SOLI	CITATION NUMBER
1400 Rogers Radcliff, KY Phone: (270) Fax: (270) 38	40160-9343) 351-3222 ext. 208 52-3055 truce, General Manager)402811			9B. DATED (SE	TION OF CO	NTRACT/ORDER NUMBER
						11-C-8271
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specified.	IT MODIFIES TH	ired) tion Data PPLIES ONLY TO MO E CONTRACT/ORDE	DIFICATIONS OF CO	ONTRACTS/ORDER CRIBED IN ITEM 14	RS.	
	NUMBER IN ITEM 10A.	only assessment and to	Dental e vil ale!	La setembra etenbra.	- District	Durchard 5
\boxtimes	B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN				changes in p	paying office,
	C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUA	NT TO AUTHORITY OF:	nettelsgorggA t	era grifa	O.5 Accoun
	D. OTHER (Specify type of modification and	d authority)	2 na follows:	keorbnemA 000	01-901-71	RMI resimula
E. IMPOR	TANT: Contractor ⊠ is not □ is	required to sign this do	ocument and return 0	copies to the issuing	office.	Line of Accur
Except as prov	Fort vided herein, all terms and conditions of the do	Knox, Kentucky – U Potable Wate See Additional Page	Itility Privatization Cor or Utility System es for Further Detail	ontract ls.	and in full for	ce and effect.
OR AVI	TILE OF SIGNER (Type or print)		CARL SILVER			
15B. CONTRA	ACTOR/OFFEROR	15C. DATE SIGNED	The American Control of the Control	F AMERICA		16C. DATE SIGNED
(5	Signature of person authorized to sign)	(a) B000 M130	(Signatu	re of Contracting Officer)		March 30, 2017

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

- A. The purpose of this modification is to:
 - Increase subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$245,094.00 for April 1, 2017 to April 31, 2017 (Months 63) under ACRN AM.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

Utility Service Payment by the Government

subCLIN 0006AA is hereby increased:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$735,282.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

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

G.5 Accounting and Appropriation Data

ACRN AM is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.00
The same of the sa	Total	\$761,774.00
Funding Breakdowr	4-1-4-1-3	
P00033		\$516,680.00
P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.0
Total Funding for ACRN AN		\$761,774.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$41,587,727.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$245,094.00 from \$41,342,633.46 to \$41,587,727.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMEN	NDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1.	CONTRACT ID CO	DDE	PAGE 1	OF PA	GES
2. AMENDME P00035	ENT/MODIFICATION NUMBER	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHA	SE REQ	UISITION NUMBER	5. PROJEC	T NUMBE	R (If appl	icable)
6. ISSUED BY	Y CODE		7. ADMINISTERED BY	/ (If oth	or than Itam 61	CODE		-120-	ata
9725 JOHI FORT BEL Buyer/Sym	SY – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 nbol: Rosa Holbrook/DLA Energy-FEEBA 703) 617-9656 E-MAIL: Rosa.Holbrook(7. ADMINISTERED BY		nonexistent		ал форм выпрови	r self	A
8. NAME AN	D ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)		9A. AMENDME	NT OF SOLIC	ITATION	NUMBER	
1400 Rogers Radcliff, KY 4 Phone: (270) Fax: (270) 35	40160-9343) 351-3222 ext. 208 52-3055 ruce, General Manager				9B. DATED (SEE		NTRACT/C	ORDER N	UMBE
CAGE #316V				\boxtimes	10B. DATED (SE	E ITEM 13)			
	AND 000 MILION			2011	nerropy man	al eleber	na c	9 (A)	
CODE		ACILITY CODE		1		SP0600-1	1-C-82	71	
	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS	- 1711	THAT	1990	
IN REJECTION communication specified. 12. ACCOUNT	IGMENT TO BE RECEIVED AT THE PLACE D N OF YOUR OFFER. If by virtue of this amend n, provided each letter or electronic communic TING AND APPROPRIATION DATA (If requi	ment you desire to change a ation makes reference to the red)	n offer already submitted, s	uch cha	nge may be made	by letter or ele to the opening	ectronic g hour and		
See Section		PLIES ONLY TO MOI				S.	1000		-
ECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	E CONTRACT/ORDER SUANT TO: (Specify authori			THE REAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS		ONTRAC	TORDER	
	B. THE ABOVE NUMBERED CONTRACT/(appropriation data, etc.) SET FORTH IN					changes in pa	ying office	9,	
	C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUAN	NT TO AUTHORITY OF:					a Luci	
	D. OTHER (Specify type of modification and	d authority)			englist no be	raiver 21	an Cas	Saci	
E. IMPORT	TANT: Contractor ⊠ is not □ is	required to sign this do	cument and return 0	copie	s to the issuing	office.	uota/	6.57	
	TION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	on/cont	ract subject matte	r where feasi	ble.)	HUM.	
Except as prov	Fort wided herein, all terms and conditions of the do ND TITLE OF SIGNER (Type or print)	See Additional Page	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE O	ls. nged, re	mains unchanged a	CER (Type or	e and effe	MULA MULA	
Except as provided in the second seco	vided herein, all terms and conditions of the do	Potable Wate See Additional Page cument referenced in Item 9/	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE C	ls. nged, re OF CON	mains unchanged a	and in full force	e and effe	FICEF	_
Except as provided in the second in the seco	vided herein, all terms and conditions of the do	Potable Wate See Additional Page cument referenced in Item 9/	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE C CARL SILVERS 16B. UNITED STATES O SILVERSTONE.CARL 13770230	STO F AMER Digital Date 2	mains unchanged a	and in full force	G OF	MULA MULA	NED

Previous edition unusable

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

- A. The purpose of this modification is to:
 - Provide funding to subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$490,188.00 for May 1, 2017 to June 30, 2017 (Months 64-65) under ACRN AM.
 - Revise Section G "G.5 Accounting and Appropriation Data" to reflect the more accurate amendment number 1-1.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,251,962.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

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

G.5 Accounting and Appropriation Data

ACRN AM is hereby funded in the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

100000000000000000000000000000000000000	RN AM 02120172017 2020000 A2ABH 131079 251,962.00	QDPW 2334 0010969832 S.0045978.2	28.3 021001
Ť	MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
	MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.00
	MIPR10969832 dated April 28, 2017	Amend 2	\$490,188.00
171	Special reservation of the second	Total	\$1,251,962.00
	Funding Breakdown		
	P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00

Modification P00034 SP0600-11-C-8271 Fort Knox, KY

P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
Total Funding for ACRN AM	le rosentione el trib c'auto ara emitte	\$1,251,962.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$42,077,915.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$490,188.00 from \$41,587,727.46 to \$42,077,915.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMEN	NDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1.	CONTRACT ID CO	DDE	PAGE 1	OF PA	GES
2. AMENDME P00035	ENT/MODIFICATION NUMBER	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHA	SE REQ	UISITION NUMBER	5. PROJEC	T NUMBE	R (If appl	icable)
6. ISSUED BY	Y CODE		7. ADMINISTERED BY	/ (If oth	or than Itam 61	CODE		-120-	ata
9725 JOHI FORT BEL Buyer/Sym	SY – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 nbol: Rosa Holbrook/DLA Energy-FEEBA 703) 617-9656 E-MAIL: Rosa.Holbrook(7. ADMINISTERED BY		nonexistent		ал форм выпрови	r self	A
8. NAME AN	D ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)		9A. AMENDME	NT OF SOLIC	ITATION	NUMBER	
1400 Rogers Radcliff, KY 4 Phone: (270) Fax: (270) 35	40160-9343) 351-3222 ext. 208 52-3055 ruce, General Manager				9B. DATED (SEE		NTRACT/C	ORDER N	UMBE
CAGE #316V				\boxtimes	10B. DATED (SE	E ITEM 13)			
	AND 000 MILION			2011	nerropy man	al eleber	na c	9 (A)	
CODE		ACILITY CODE		1		SP0600-1	1-C-82	71	
	11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS	- 1711	THAT	1990	
IN REJECTION communication specified. 12. ACCOUNT	IGMENT TO BE RECEIVED AT THE PLACE D N OF YOUR OFFER. If by virtue of this amend n, provided each letter or electronic communic TING AND APPROPRIATION DATA (If requi	ment you desire to change a ation makes reference to the red)	n offer already submitted, s	uch cha	nge may be made	by letter or ele to the opening	ectronic g hour and		
See Section		PLIES ONLY TO MOI				S.	1000		-
ECK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	E CONTRACT/ORDER SUANT TO: (Specify authori			THE REAL PROPERTY AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON ADDRESS		ONTRAC	TORDER	
	B. THE ABOVE NUMBERED CONTRACT/(appropriation data, etc.) SET FORTH IN					changes in pa	ying office	9,	
	C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PURSUAN	NT TO AUTHORITY OF:					a Luci	
	D. OTHER (Specify type of modification and	d authority)			englist no be	raiver 21	an Cas	Saci	
E. IMPORT	TANT: Contractor ⊠ is not □ is	required to sign this do	cument and return 0	copie	s to the issuing	office.	uota/	6.57	
	TION OF AMENDMENT/MODIFICATION (Org	anized by UCF section head	dings, including solicitation	on/cont	ract subject matte	r where feasi	ble.)	HUM.	
Except as prov	Fort wided herein, all terms and conditions of the do ND TITLE OF SIGNER (Type or print)	See Additional Page	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE O	ls. nged, re	mains unchanged a	CER (Type or	e and effe	MULA MULA	
Except as provided in the second seco	vided herein, all terms and conditions of the do	Potable Wate See Additional Page cument referenced in Item 9/	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE C	ls. nged, re OF CON	mains unchanged a	and in full force	e and effe	FICEF	_
Except as provided in the second in the seco	vided herein, all terms and conditions of the do	Potable Wate See Additional Page cument referenced in Item 9/	r Utility System es for Further Detail A or 10A, as heretofore char 16A. NAME AND TITLE C CARL SILVERS 16B. UNITED STATES O SILVERSTONE.CARL 13770230	STO F AMER Digital Date 2	mains unchanged a	and in full force	G OF	MULA MULA	NED

Previous edition unusable

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

- A. The purpose of this modification is to:
 - Provide funding to subCLIN 0006AA for Contract Year 6's MUSC. Funding is provided in the amount of \$490,188.00 for May 1, 2017 to June 30, 2017 (Months 64-65) under ACRN AM.
 - Revise Section G "G.5 Accounting and Appropriation Data" to reflect the more accurate amendment number 1-1.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,251,962.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

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

G.5 Accounting and Appropriation Data

ACRN AM is hereby funded in the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10940300 Amendment 2 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

100000000000000000000000000000000000000	RN AM 02120172017 2020000 A2ABH 131079 251,962.00	QDPW 2334 0010969832 S.0045978.2	28.3 021001
Ť	MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
	MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.00
	MIPR10969832 dated April 28, 2017	Amend 2	\$490,188.00
171	Special reservation of the second	Total	\$1,251,962.00
	Funding Breakdown		
	P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00

Modification P00034 SP0600-11-C-8271 Fort Knox, KY

P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
Total Funding for ACRN AM	le rosentione el trib c'auto ara emitte	\$1,251,962.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$42,077,915.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.
- E. The total amount obligated is increased by \$490,188.00 from \$41,587,727.46 to \$42,077,915.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTR			ACT 1. CONTRACT ID CODE			PAGE OF PAG	
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHAS	SE REQ	UISITION NUMBER	5. PROJEC	T NUMBE	R (If applicable
P00036	See Block 16C						
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY	(If oth	er than Item 6)	CODE		A an imperior of
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Rosa Holbrook/DLA Energy-FEEBA PHONE: (703) 617-9656 E-MAIL: Rosa.Holbrook@		ogranió tel Ardio El trataminat de					
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)		9A. AMENDME	NT OF SOLI	CITATION	NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9				9B. DATED (SEI	TION OF CO	NTRACT/	ORDER NUMBE
CODE	CILITY CODE				SP0600-1	1-C-82	71
		AMENDMENTS OF	SOLI	CITATIONS			
	PLIES ONLY TO MODE CONTRACT/ORDER SUANT TO: (Specify authority) ORDER IS MODIFIED TO RE	DIFICATIONS OF CO R NUMBER AS DESC ty) THE CHANGES SET FO EFLECT THE ADMINISTRAT	RTH IN	D IN ITEM 14. ITEM 14 ARE MA HANGES (such as	S. ADE IN THE	CONTRAC	T ORDER
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUAI	NT TO AUTHORITY OF: FA	R 52.	243-1 ALT 1 Cha	ingesFixe	d Price	
D. OTHER (Specify type of modification and	i authority)			Cathy 1, acr	THE T		
E. IMPORTANT: Contractor ☐ is not ☒ is r	required to sign this do	cument and return 1	copie	s to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Orga						sible.)	
	Potable Water See Additional Page cument referenced in Item 9/	16A. NAME AND TITLE OF CARL SILVERS 16B. UNITED STATES OF	ged, report of the second of t	mains unchanged ITRACTING OFFIC	ER (Type o	r print) NG OF	In and
(Signature of person authorized to sign)	- 16-JUN-2017	(Signatur	SII	VERSTONE CARL 137 WERSTONE CARL 137 WILLIAM OF CONTROL 14		- Jun	e 16, 2017
Previous edition unusable	simpled below	AREA ELICINOTES MEN	10.3	STANDAR Prescribed by		Service Part Office Indicate	V. 11/2016

- A. The purpose of this modification is to:
 - Provide funding to subCLIN 0006AA for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$735,282.00 for July 1, 2017 to September 30, 2017 (Months 66-68) under ACRN AM
 - Remove DFARS 252.204-7012, Safeguarding Unclassified Controlled Technical Information (Nov 2013) from section I.3 DFARS Clauses Incorporated by Reference
 - Add DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016) to Section I.5 Other Clauses as I.5.5 Safeguarding Covered Defense Information and Cyber Incident Reporting.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the increased funding of SubCLINs 0006AA:

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,914,128.00

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

G.5 Accounting and Appropriation Data

ACRN AM is hereby funded in the amount of \$735,282.00. Funds are provided under the Direct Cite MIPR Number MIPR0010969832 Amendment 3 as follows:

Line of Accounting:

ACRN AM is hereby increased by the amount of \$735,282.00. Funds are provided under the Direct Cite MIPR Number MIPR10969832 as follows:

ACRN AM 02120172017 2020000 A2ABH 131079QDPW 23 61,987,244.00	334 0010969832 S.0045978.28	3.3 021001
MIPR10969832 dated December 27, 2016	Basic	\$516,680.0
MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.0
MIPR10969832 dated April 28, 2017	Amend 2	\$490,188.00
MIPR10969832 dated June 8, 2017	Amend 3	\$735,282.00

(a) newspared in bellitanting and stagistics (a)	is to temenrolling ylered Total	\$1,987,244.00
Funding Breakdown	Confined in our edulitions certis of the standard services of the standard services and standard services.	of this clause, fire this continus and
P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
P00036	On CLIN 0006 (subCLIN 0006AA)	\$735,282.00
Total Funding for ACRN AM	emiliare estado en la escrivor en l	\$1,987,244.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$42,813,197.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this 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.
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below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

E. Section I is hereby updated with the following clause 252.204-7012 (Oct 2016) under I.5.5 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

I.5.5 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

- (a) Definitions. As used in this clause-
- "Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.
- "Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.
- "Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.
- "Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Modification P00036 SP0600-11-C-8271 Fort Knox, KY

- "Covered contractor information system" means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.
- "Covered defense information" means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—
- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.
- "Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.
- "Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.
- "Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- "Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.
- "Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.
- "Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.
- "Rapidly report" means within 72 hours of discovery of any cyber incident.
- "Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.
- (b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:
- (1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:
- (i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.
- (ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

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

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

- (ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.
- (B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.
- (C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.
- (D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.
- (3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.
- (c) Cyber incident reporting requirement.
- (1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—
- (i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

- (ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.
- (2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.
- (3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

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

- (d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.
- (e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.
- (f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.
- (g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.
- (h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.
- (i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—
- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

- (j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.
- (k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.
- (I) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.
- (m) Subcontracts. The Contractor shall-
- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and
- (2) Require subcontractors to-
- (i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and
- (ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

- F. The total amount obligated is increased by \$735,282.00 from \$42,077,915.46 to \$42,813,197.46.
- G. The total value of the contract remains unchanged at \$250,365,009.46.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE	1	PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQUISITION NUMBER	5. PROJECT	NUMBER (II	f applicable
P00037	See Block 16C					
6. ISSUED BY CODE A ENERGY – UTILITY SERVICES 3725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-FE PHONE: (703) 617-1485 E-MAIL: Heather.M.Thom		7. ADMINISTERED BY (H	other than Item 6)	CODE		,
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	and ZIP Code)	9A. AMENDME	NT OF SOLICI	TATION NUM	MBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE	SP06	600	DER NUMBE
	CILITY CODE		1	SP0600-11	-C-8271	
11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF SC	DLICITATIONS			
submitted; or (c) By separate letter or electronic communication 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. 12. ACCOUNTING AND APPROPRIATION DATA (If requires See Section G, Accounting and Appropriate See Section G).	ESIGNATED FOR THE REC ment you desire to change a ation makes reference to the red) tion Data	CEIPT OF OFFERS PRIOR TO n offer already submitted, such solicitation and this amendmen	THE HOUR AND DAT change may be made it, and is received prior	E SPECIFIED by letter or elec to the opening	ctronic	
IT MODIFIES TH	E CONTRACT/ORDER	DIFICATIONS OF CON R NUMBER AS DESCR	IBED IN ITEM 14.			1116
A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	SUANT TO: (Specify authori	ty) THE CHANGES SET FOR	TH IN ITEM 14 ARE MA	ADE IN THE CO	ONTRACT OF	RDER
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN			The state of the s	changes in pay	ying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUAN	NT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	d authority)					
E. IMPORTANT: Contractor ⊠ is not □ is n	required to sign this do	cument and return 0 co	pies to the issuing	office.		
	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Con r Utility System es for Further Details.	tract	and in full force	e and effect.	
		CARL SILVERST	ONE, CONT	RACTIN	G OFFI	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A SILVERSTONE.CAR		23044	16C. DATE	
(Signature of person authorized to sign)		L.1377023044 nature	decontractings officer) -	04'00'	October	r 6, 2017

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Modification P00037 SP0600-11-C-8271 Fort Knox, KY

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to establish and provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$490,188.00 for October 1, 2017 to November 30, 2017 (Months 69-70) under ACRN AN
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the establishment and funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AA is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-72 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – January 31, 2018	12	Мо	\$245,094.00	\$2,941,128.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2018	8	Mo	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$490,188.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

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

ACRN AN is hereby established in the amount of \$490,188.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Basic as follows:

ACRN AN 02120182018 2020000 A2ABH 131079 \$490,188.00	QUTS 233H 0011100059 S.0045978.2	28.3 021001
MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
	Total	\$490,188.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN 0006AB)	\$490,188.00
Total Funding for ACRN AN		\$490,188.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,303,385.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items 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 \$490,188.00 from \$42,813,197.46 to \$43,303,385.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT 1.	CONTRACT ID C	ODE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	QUISITION NUMBER	5. PROJEC	T NUMBER (If applicable
P00038	See Block 16C					
6. ISSUED BY CODE A ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-FE PHONE: (703) 617-1485 E-MAIL: Heather.M.Thom		7. ADMINISTERED BY (If of	her than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NU	MBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE 10A. MODIFICA 10B. DATED (S	TION OF COM		DER NUMBE
CODE	CILITY CODE		3	SP0600-1	1-C-8271	
11. THIS ITEM	MONLY APPLIES TO	AMENDMENTS OF SOL	ICITATIONS			
IT MODIFIES THE	red) tion Data PLIES ONLY TO MOIE ECONTRACT/ORDER	CEIPT OF OFFERS PRIOR TO THE NOTIFICATIONS OF CONTER NUMBER AS DESCRIB	HE HOUR AND DATA ange may be made and is received prior RACTS/ORDER ED IN ITEM 14	TE SPECIFIED by letter or electron to the opening	ectronic g hour and da	ite
A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A.	SUANT TO: (Specify authori	ty) THE CHANGES SET FORTH	IN ITEM 14 ARE M	ADE IN THE C	ONTRACTO	RDER
B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I				changes in pa	lying office,	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PURSUAI	NT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	d authority)					
E. IMPORTANT: Contractor ⊠ is not □ is n						
	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Contra r Utility System es for Further Details.	emains unchanged	and in full forc	e and effect.	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMI SILVERSTONE CARL 1377023 Digits 044				TE SIGNED
(Signature of person authorized to sign)			Contracting Officer)			nber 01, 017

A. The purpose of this modification is to:

- Update Section B.3, Schedule, to provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$245,094.00 for December 1, 2017 to December 31, 2017 (Month 71) under ACRN AN.
- Correct an administrative error in quantified in P00037, as subCLIN 0006AA's Period of Performance should read as: February 1, 2017- September 30, 2017.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the Period of Performance in subCLIN 0006AA and funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0006 is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2018	8	Мо	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$490,188.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2017	8	Мо	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN	4	Мо	\$245,094.00	\$980,376.00

> (\$735,282.00) Period of performance: October 1, 2017- January 31, 2018

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

G.5 Accounting and Appropriation Data

ACRN AN is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Amend 1 as follows:

MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
Dated November 29, 2017	Amend 1	\$245,094.00
	Total	\$735,282.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN 0006AB)	\$490,188.00
P00038	On CLIN 0006 (subCLIN 0006AB)	\$245,094.00
Total Funding for ACRN AN		\$735,282.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,548,479.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The

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

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

(End of clause)

- E. The total amount obligated is increased by \$245,094.00 from \$43,303,385.46 to \$43,548,479.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	/MODIFICATION	OF CONTRACT	1. CONTRACT ID CO	DDE	PAGE C	PAGES 4
2. AMENDMENT/MODIFICATION NUMBER P00039	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE F	REQUISITION NUMBER	5. PROJEC	T NUMBER	(If applicable
6. ISSUED BY A ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Heather M. Thomas/DLA Energy-PHONE: (703) 617-1485 E-MAIL: Heather.M.Tho	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 NU	JMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE	SPOE	600	
	ACILITY CODE	AMENDMENTS OF SO		SP0600-1	1-C-8271	
	dment you desire to change a cation makes reference to the cation Data PPLIES ONLY TO MOI IE CONTRACT/ORDER RSUANT TO: (Specify author) ORDER IS MODIFIED TO RE	n offer already submitted, such a solicitation and this amendment of the solicitation and this amendment of the solicitation and the solicita	TRACTS/ORDER BED IN ITEM 14. H IN ITEM 14 ARE MA	by letter or ele to the opening	ectronic g hour and de	ate
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO PURSUA	NT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	nd authority)					
E. IMPORTANT: Contractor is not is is 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organization of the dotto) Except as provided herein, all terms and conditions of the dotto. 15A. NAME AND TITLE OF SIGNER (Type or print)	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Cont or Utility System as for Further Details.	cract i, remains unchanged	and in full forc	e and effect.	ICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	SILVERSTONE.CARL.1377023044	Digitally signed by		The same of	ry 9, 2018
(Signature of person authorized to sign)		(Signature o	f Contracting Officer)		Janua	19 5, 2016

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0006AB for Contract Year 6's Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$245,094.00 for January 1, 2018 to January 31, 2017 (Month 72) under ACRN AN
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0006AB:

B.3 Schedule

Utility Service Payment by the Government

subCLIN 0006AB is hereby updated as follows:

FROM:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2017	8	Мо	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$735,282.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

TO:

0006	Monthly Utility Service Charge -Year 6	Qty	Unit	Unit Price	Total Price
0006AA	Month 61-68 ACRN: AM (\$1,987,244.00) Period of performance: February 1, 2017 – September 30, 2018	8	Mo	\$245,094.00	\$1,960,752.00
0006AB	Month 69-72 ACRN: AN (\$980,376.00) Period of performance: October 1, 2017- January 31, 2018	4	Мо	\$245,094.00	\$980,376.00

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

G.5 Accounting and Appropriation Data

ACRN AN is hereby increased in the amount of \$245,094.00. Funds are provided under the Direct Cite MIPR Number MIPR0011100059 Amend 2 as follows:

MIPR11100059 dated October 3, 2017	Basic	\$490,188.00
Dated November 29, 2017	Amend 1	\$245,094.00
Dated December 28, 2017	Amend 2	\$245,094.00
	Total	\$980,376.00
Funding Breakdown		
P00037	On CLIN 0006 (subCLIN 0006AB)	\$490,188.00
P00038	On CLIN 0006 (subCLIN 0006AB)	\$245,094.00
P00039	On CLIN 0006 (subCLIN 0006AB)	\$245,094.00
Total Funding for ACRN AN		\$980,376.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$43,793,573.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will

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

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

(End of clause)

- E. The total amount obligated is increased by \$245,094.00 from \$43,548,479.46 to \$43,793,573.46.
- F. The total value of the contract remains unchanged at \$250,365,009.46.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

2 AMENDME	NT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCH	ASE REO	UISITION NUMBER	Is. PROJEC	CT NUMBER	(If applicable
P00040		See Block 16C						
6. ISSUED BY	CODE	SP0600	7. ADMINISTERED B	Y (If oth	er than Item 6)	CODE	1	
DLA ENER 1725 JOHI ORT BEL Buyer/Sym	RGY – UTILITY SERVICES N J. KINGMAN ROAD, STP 10400 LVOIR, VA 22060-6222 Ibol: Heather M. Thomas/DLA Energy-FE 571) 767-9124 E-MAIL: <u>Heather M. Thom</u>	EBA						
8. NAME AN	D ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)	1	9A. AMENDME	NT OF SOLI	CITATION NU	IMBER
1400 Rogers Radcliff, KY 4 Phone: (270) Fax: (270) 35	40160-9343 351-3222 ext. 208 i2-3055 uce, General Manager 402811				9B. DATED (SE 10A. MODIFICA 10B. DATED (S	TION OF CO	600	DER NUMBE
CODE		CILITY CODE		-		SP0600-1	11-C-82 7 1	
Control	11. THIS ITEM	ONLY APPLIES TO	AMENDMENTS OF	SOLI	CITATIONS		Appeter 76	est the Distance
communication specified.	IT MODIFIES THE	ed) ion Data PLIES ONLY TO MO	DIFICATIONS OF C	ONTR	ACTS/ORDER	to the openings.	ng hour and da	
CK ONE	A. THIS CHANGE ORDER IS ISSUED PUR NUMBER IN ITEM 10A	SUANT TO: (Specify author	nity) THE CHANGES SET F	ORTH IN	I ITEM 14 ARE M	ADE IN THE	CONTRACTO	RDER
	B. THE ABOVE NUMBERED CONTRACT/O appropriation data, etc.) SET FORTH IN I					changes in p	paying office,	
	B. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates of D. OTHER (Specify type of modification and	Terms and Conditions			98			
Martin Company of the	ANT: Contractor is not is r							
		Knox, Kentucky – L Potable Wate See Additional Pag	Itility Privatization C er Utility System es for Further Detai	Contraction	ct			
	ded herein, all terms and conditions of the doc ND TITLE OF SIGNER (Type or print)	ument referenced in Item 9	A or 10A, as heretofore cha 16A. NAME AND TITLE	and the second			Contract of the Contract of th	
	CE, GENERAL MANAGER		CARL SILVER					CER
15E CONTRAC	TORIOFFEROR J. have	15C. DATE SIGNED	16B. UNITED STATES C SILVERSTONE.CARL.13770	2304 Digita	illy signed by RSTONE.CARL.1377023044		16C. DA	TE SIGNED
1 (SI	ignature of person authorized to sign)	2/20/18	4 (Signati	1 7 7 10	ontracting Officer)		February	y 21, 2018

ous edition unusable

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0007AA for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$525,734.00 for February 1, 2018 to March 31, 2018 (Months 73-74) under ACRN AP. Additionally, \$26,956.44 is funded for a portion of April's MUSC (Month 75).
 - 2) Update Section B.4, Monthly Utility Service Charge- Schedule 1, to reflect the new MUSC
 - Update Section G.5, Accounting and Appropriation Data, to deobligate excess funding on ACRN AM in the amount of \$26,492.00.
 - 4) Permanently increase the MUSC beginning February 2018 from \$245,094.00 to \$249,388.78, a total monthly rise of \$4,294.78 (1.7523%) in accordance with the proposed escalation located in the Schedule B.4 Monthly Utility Service Charge Schedule 1 of Section J1 Potable Water Utility System Utilities Privatization Fort Knox, Kentucky.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0007AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0007 and subCLIN 0007AA is hereby established as follows:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$525,734.00) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24
0007AB	Month 81-84 ACRN: TBD Period of performance: October 1, 2018- January 31, 2019	4	Мо	\$249,388.78	\$997,555.12

- C. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A. Section B.4 is revised as follows:
 - (2) B.4. Monthly Utility Service Charge-Schedule 1 is hereby modified to reflect the increase in MUSC in accordance to Section B.2.2.1:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$253,758.82	\$85,968.00	(\$85,968.00)	\$253,758.82	\$3,045,105.84
9	\$258,205.44	\$85,968.00	(\$85,968.00)	\$258,205.44	\$3,098,465.22
10	\$262,729.97	\$85,968.00	(\$85,968.00)	\$262,729.97	\$3,152,759.63
11	\$267,333.79			\$267,333.79	\$3,208,005.44
12	\$272,018.28			\$272,018.28	\$3,264,219.32
13	\$276,784.85			\$276,784.85	\$3,321,418.23
14	\$281,634.95			\$281,634.95	\$3,379,619.44
15	\$286,570.04			\$286,570.04	\$3,438,840.52
16	\$291,591.61			\$291,591.61	\$3,499,099.32
17	\$296,701.17			\$296,701.17	\$3,560,414.04
18	\$301,900.26			\$301,900.26	\$3,622,803.17
19	\$307,190.46			\$307,190.46	\$3,686,285.55
20	\$312,573.36			\$312,573.36	\$3,750,880.33
21	\$318,050.58			\$318,050.58	\$3,816,607.01
22	\$323,623.78			\$323,623.78	\$3,883,485.41
23	\$329,294.64			\$329,294.64	\$3,951,535.73
24	\$335,064.87			\$335,064.87	\$4,020,778.49
25	\$340,936.22			\$340,936.22	\$4,091,234.59
26	\$346,910.44			\$346,910.44	\$4,162,925.29
27	\$352,989.35			\$352,989.35	\$4,235,872.23
28	\$359,174.79			\$359,174.79	\$4,310,097.42
29	\$365,468.60			\$365,468.60	\$4,385,623.26
30	\$371,872.71			\$371,872.71	\$4,462,472.54
31	\$378,389.04			\$378,389.04	\$4,540,668.44
32	\$385,019.55			\$385,019.55	\$4,620,234.57
33	\$391,766.25			\$391,766.25	\$4,701,194.95
34	\$398,631.17			\$398,631.17	\$4,783,573.98
35	\$405,616.38			\$405,616.38	\$4,867,396.55
36	\$412,724.00			\$412,724.00	\$4,952,687.94
37	\$419,956.16			\$419,956.16	\$5,039,473.89
38	\$427,315.05			\$427,315.05	\$5,127,780.59
39	\$434,802.89			\$434,802.89	\$5,217,634.69
40	\$442,421.94			\$442,421.94	\$5,309,063.31
41	\$450,174.50			\$450,174.50	\$5,402,094.02
42	\$458,062.91			\$458,062.91	\$5,496,754.91
43	\$466,089.55			\$466,089.55	\$5,593,074.55
44	\$474,256.83			\$474,256.83	\$5,691,082.00

45	\$482,567.24	\$482,567.24	\$5,790,806.83	
46	\$491,023.26	\$491,023.26	\$5,892,279.13	
47	\$499,627.46	\$499,627.46	\$5,995,529.54	
48	\$508,382.43	\$508,382.43	\$6,100,589.21	
49	\$517,290.82	\$517,290.82	\$6,207,489.83	
50	\$526,355.31	\$526,355.31	\$6,316,263.67	

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

G.5 Accounting and Appropriation Data

ACRN AM is hereby decreased in the amount of \$26,492.00. Funds are returned under the Direct Cite MIPR Number MIPR10969832 Amend 3-1.

MIPR10969832 dated December 27, 2016	Basic	\$516,680.00
MIPR10969832 dated March 21, 2017	Amend 1-1	\$245,094.00
MIPR10969832 dated April 28, 2017	Amend 2	\$490,188.00
MIPR10969832 dated June 8, 2017	Amend 3	\$735,282.00
MIPR10969832 dated February 6, 2018	Amend 3-1	(\$26,492.00)
	Total	\$1,960,752.00
Funding Breakdown		
P00033	On CLIN 0006 (subCLIN 0006AA)	\$516,680.00
P00034	On CLIN 0006 (subCLIN 0006AA)	\$245,094.00
P00035	On CLIN 0006 (subCLIN 0006AA)	\$490,188.00
P00036	On CLIN 0006 (subCLIN 0006AA)	\$735,282.00
P00040	On CLIN 0006 (subCLIN 0006AA)	(\$26,492.00)
Total Funding for ACRN AM		\$1,960,752.00

ACRN AP is hereby established in the amount of \$525,734.00. Funds are provided under the Direct Cite MIPR Number MIPR0011141808 Basic as follows:

ACRN AP \$525,734.00 02120182018 2020000 A	2ABH 131079QUTS 2334 0011141808	3 S.0045978.28.3
MIPR0011141808 dated January 26, 2018	Basic	\$525,734.00
	Total	\$525,734.00
Funding Breakdown		
P00040	On CLIN 0007 (subCLIN 0007AA)	\$525,734.00
Total Funding for ACRN AP		\$525,734.00

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$44,292,815.46 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the

contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- F. The total amount obligated is increased by \$499,242.00 from \$43,793,573.46 to \$44,292,815.46
- G. The total value of the contract has decreased by \$10,204,871.66 from \$250,365,009.46 to \$240,160,137.80
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	MODIFICATION (OF CONTRACT	1. CONTRACT ID CO	DDE P	AGE OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE	REQUISITION NUMBER	5. PROJECT I	NUMBER (If applicable)
P00041	See Block 16C				
6. ISSUED BY CODE LA ENERGY – UTILITY SERVICES 725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEEBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@c		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 SOLICIT	ATION NUMBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE	TION OF CONT	RACT/ORDER NUMBE
CODE	CILITY CODE			SP0600-11-	C-8271
	ONLY APPLIES TO	AMENDMENTS OF SO	LICITATIONS		
submitted; or (c) By separate letter or electronic communication ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE D IN REJECTION OF YOUR OFFER. If by virtue of this amendicommunication, provided each letter or electronic communication specified. 12. ACCOUNTING AND APPROPRIATION DATA (If requirements of the second	the hour and date specified in copies of the amendment on which includes a reference ESIGNATED FOR THE RECEMBER OF THE RECEMBE	the solicitation or as amended to the solicitation and amended to the solicitation and amend the tothe solicitation and amend the tothe solicitation and this amendment solicitation and this amendment to the solicitation and this amendment to the solicitation and the solicitation an	I, by one of the following of this amendment on the ment numbers. FAILUITHE HOUR AND DATE change may be made to and is received prior that is received by the prior	each copy of the RE OF YOUR TE SPECIFIED M by letter or elect to the opening h RS. ADE IN THE COM	e offer MAY RESULT tronic nour and date
	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Con r Utility System es for Further Details.	tract	er where feasible	and effect
		CARL SILVERST	ONE, CONT	RACTING	OFFICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A SILVERSTONE.CARL.1377023044	Digitally signed by SILVERSTONE CARL 137 Date: 2018.04.27 13.50:00-04:00*	77023044	16C. DATE SIGNED April 27, 2018
(Signature of person authorized to sign)		(Signature	of Contracting Officer)		

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- . The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0007AA for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$1,469,376.24 for April 1, 2018 to September 30, 2018 (Months 75-80) under ACRN AP.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0007AA:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0007 and subCLIN 0007AA are hereby updated as follows: From:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$525,734.00) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24

TO:

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

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

G.5 Accounting and Appropriation Data

ACRN AP is hereby increased in the amount of \$1,469,376.24 from \$525,734.00 to \$1,995,110.24. Funds are provided under the Direct Cite MIPR Number MIPR0011141808 Amend 1 as follows:

(21001 2020000 MIPR0011141808 dated January 26, 2018	Basic	\$525,734.00
	MIPR0011141808 dated March 30, 2018	Amend 1	\$1,469,376.24
		Total	\$1,995,110.24
	Funding Breakdown		

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

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$45,762,191.7 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

- E. The total amount obligated is increased by \$1,469,376.24 from \$44,292,815.46 to \$45,762,191.70
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	/MODIFICATION	OF CONTRACT	1. CONTRACT ID C	ODE	PAGE O	F PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE F	REQUISITION NUMBER	5. PROJEC	T NUMBER (
P00042	See Block 16C					
6. ISSUED BY CODE PLA ENERGY – UTILITY SERVICES 3725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Jeremy Baxter/DLA Energy-FEEBA PHONE: (703) 223-2315 E-MAIL: jeremy.baxter@		7. ADMINISTERED BY (If	other than Item 6)	CODE		
8. NAME AND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)	9A. AMENDME	NT OF SOLIC	ITATION NU	MBER
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SE	SP06	600	DER NUMBE
The same of the sa	ACILITY CODE	AMENDMENTS OF SO		SP0600-1	1-C-8271	
	ion which includes a reference DESIGNATED FOR THE REC Iment you desire to change a ation makes reference to the Ired) Ition Data PPLIES ONLY TO MOI E CONTRACT/ORDER RSUANT TO: (Specify authori DRDER IS MODIFIED TO RE ITEM 14, PURSUANT TO THE	CEIPT OF OFFERS PRIOR TO in offer already submitted, such solicitation and this amendment solicitation and this amendment in the solicitation and this amendment in the solicitation and the	TRACTS/ORDER BED IN ITEM 14 H IN ITEM 14 ARE M.	RE OF YOUR TE SPECIFIED by letter or ele to the opening RS.	D MAY RESUL ectronic g hour and da	te
D. OTHER (Specify type of modification and	d authority)					
E. IMPORTANT: Contractor is not is a second in the importance of the dot is not in the importance of the importance of the dot is not in the importance of t	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Cont r Utility System es for Further Details.	ontract subject matter aract i, remains unchanged	and in full forc	e and effect.	CER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF A	MERICA			TE SIGNED
(Signature of person authorized to sign)		SILVERSTONE.CARL.1377023044 (Signature o	ptatly signed by SILVERSTONE CARL 137702304 he: 2018.10.24 13.04:13.04:00" of Contracting Officer)			ber 24, 018

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0007AB for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$748,166.34 for October 1, 2018 to December 31, 2018 (Months 81-83) under ACRN AQ.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to establish funding for subCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby established as follows:

From:

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

TO:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AA	Month 73-80 ACRN: AP (\$1,995,110.24) Period of performance: February 1, 2018 – September 30, 2018	8	Мо	\$249,388.78	\$1,995,110.24
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2018	4	Мо	\$249,388.78	\$997,555.12

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

G.5 Accounting and Appropriation Data

ACRN AQ is hereby established in the amount of \$748,166.34. Funds are provided under the Direct Cite MIPR

Number MIPR0011264809 as follows:

	21001 2020000 MIPR0011264809 dated October 18, 2018	Basic	\$748,166.34
Ī		Total	\$748,166.34
ī	Funding Breakdown		
	P00042	On CLIN 0007 (subCLIN 0007AB)	\$748,166.34
	Total Funding for ACRN AQ		\$748,166.34

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$46,510,358.04 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

(End of clause)

- E. The total amount obligated is increased by \$748,166.34 from \$45,762,191.70 to \$46,510,358.04.
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	/MODIFICATION	OF CONTRACT 1	. CONTRACT ID CO	ODE	PAGE (OF PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	EQUISITION NUMBER	5. PROJECT	TNUMBER	(If applicable
P00043	See Block 16C					
6. ISSUED BY CODE LA ENERGY – UTILITY SERVICES 3725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Matthew Fox/DLA Energy-FEE PHONE: (571) 767-9114 E-MAIL: matthew.fox@d	SP0600	7. ADMINISTERED BY (If o	ther 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. 208 Fax: (270) 352-3055 POC: Jim Bruce, General Manager DUNS # 130402811 CAGE #316V9			100. 01.100 (0.	SP06	600	
	ACILITY CODE	AMENDMENTS OF SOL		SP0600-1	1-C-827	1
	ion which includes a reference DESIGNATED FOR THE RECIlement you desire to change a ation makes reference to the ired) Ition Data PPLIES ONLY TO MODE CONTRACT/ORDER ISUANT TO: (Specify authority) DESIGNATION OF THE STATE OF TH	CEIPT OF OFFERS PRIOR TO TO IN offer already submitted, such classification and this amendment, DIFICATIONS OF CONTINE NUMBER AS DESCRIBE THE CHANGES SET FORTH EFLECT THE ADMINISTRATIVE HE AUTHORITY OF FAR 43.103(ent numbers. FAILUI HE HOUR AND DAT hange may be made and is received prior RACTS/ORDER BED IN ITEM 14. IN ITEM 14 ARE MA	RE OF YOUR TE SPECIFIED by letter or ele to the opening S. ADE IN THE CO	MAY RESU ectronic hour and d	late
D. OTHER (Specify type of modification and	d authority)			1		
	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Control To Utility System The System The System of the System The System of the System The System of the System of the System The System of the Syste	act remains unchanged	and in full force	e and effect.	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AM SILVERSTONE.CARL.137702304 Digitally signs 4 Digitally signs 4 Digitally signs				ATE SIGNED
(Signature of person authorized to sign)		(Signature of	Contracting Officer)			mber 19, 2018

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to correct the date of the period of performance (POP) for CLIN 0007AB in P00042. The changes to the POP are highlighted in RED.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby revised to correct the POP for SubCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby revised as follows:

From:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2018	4	Мо	\$249,388.78	\$997,555.12

TO:

0007	Monthly Utility Service Charge -Year 7	Qty	Unit	Unit Price	Total Price
0007AB	Month 81-84 ACRN: AQ (\$748,166.34) Period of performance: October 1, 2018 – January 31, 2019	4	Мо	\$249,388.78	\$997,555.12

- C. The total amount obligated remains the same at \$46,510,358.04.
- D. The total value of the contract remains unchanged at \$240,160,137.80
- E. All other Terms and Conditions shall remain unchanged and in full force and effect.

AMENDMENT OF SOLICITATION	MODIFICATION	OF CONTRACT			1 4
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RE	EQUISITION NUMBER	5. PROJECT N	IUMBER (If applicable
P00044	See Block 16C				
6. ISSUED BY CODE	SP0600	7. ADMINISTERED BY (If of	her than Item 6)	CODE	
DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 RT BELVOIR, VA 22060-6222 yer/Symbol: Matthew Fox/DLA Energy-FEEBA F (571) 767-9114 E-MAIL: matthew.fox@dla.mil	PHONE:				
8. NAME AND ADDRESS OF CONTRACTOR (NO., street of	ity, county, State ,and ZIP Co	ode)	9A. AMENDME	NT OF SOLICITA	TION NUMBER
Hardin County Water District No. 1 1400 Rogersville I Radcliff, KY 40160-9343 Phone: (270) 351-3222 Fax: (270) 352-3055 POC: Stephen M. Hogan, General Manager DUNS # 130402811 CAGE #316V9			9B. DATED (SEE	EITEM 11) TION OF CONTR SP0600	ACT/ORDER NUMBE
CODE	ACILITY CODE		,	SP0600-11-0	C-8271
11. THIS ITE	M ONLY APPLIES TO	AMENDMENTS OF SOL	LICITATIONS		
	ESIGNATED FOR THE REC Iment you desire to change a ation makes reference to the ired) tion Data PPLIES ONLY TO MO E CONTRACT/ORDE	CEIPT OF OFFERS PRIOR TO THE IN offer already submitted, such of solicitation and this amendment, DIFICATIONS OF CONTER NUMBER AS DESCRIBE THE CHANGES SET FORTH DIFICATIONS OF CONTER NUMBER AS DESCRIBE THE CHANGES SET FORTH	HE HOUR AND DATE hange may be made and is received prior RACTS/ORDER: BED IN ITEM 14. IN ITEM 14 ARE MA	E SPECIFIED MA by letter or electro to the opening ho S. ADE IN THE CON	onic our and date
B. THIS SUPPLEMENTAL AGREEMENT	The second secon	The second secon	ы.		
D. OTHER (Specify type of modification and	authority)	Wall Talk			
E. IMPORTANT: Contractor is not is not is not 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Org					
Fort	Knox, Kentucky – U Potable Wate See Additional Page	tility Privatization Contr or Utility System es for Further Details.	act remains unchanged DNTRACTING OFFICE	and in full force an	nd effect.
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMI SILVERSTONE.CARL.1377023044 Digital			16C. DATE SIGNED
(Signature of person authorized to sign)			Contracting Officer)		December 20, 2018
(Signature or person authorized to sign)		(Signature of	Contracting Officer)	and the same	2010

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0007AB for Contract Year Seven (7)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$249,388.78 for January 1, 2019 to January 31, 2019 (Month 84) under ACRN AQ.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to increase funding for subCLIN 0007AB:

B.3 Schedule

Utility Service Payment by the Government

SubCLIN 0007AB is hereby fully funded as follows:

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

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

G.5 Accounting and Appropriation Data

ACRN AQ is hereby increased in the amount of \$249,388.78. Funds are provided under the Direct Cite MIPR Number MIPR0011264809 as follows:

ACRN AQ \$997,555.12 02120192019 2020000 021001 2020000	A2ABH 131079QUTS 2334 0011264809 S.0	0045978.82.1
MIPR0011264809 dated October 18, 2018	Basic	\$748,166.34
MIPR0011264809 dated December 3, 2018	Amendment 1	\$249,388.78
	Total	\$997,555.12
Funding Breakdown		
P00042	On CLIN 0007 (subCLIN 0007AB)	\$748,166.34
P00044	On CLIN 0007 (subCLIN 0007AB)	\$249,388.78
Total Funding for ACRN AQ		\$997,555.12



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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$46,759,746.82 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (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 \$249,388.78 from \$46,510,358.04 to \$46,759,746.82.
- F. The total value of the contract remains unchanged at \$240,160,137.80
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

2. AMENDA	MENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHA	SE REQ	UISITION NUMBER	5. PROJEC	1 4 T NUMBER (If applicable
P00045		See Block 16C				S. PCYCSOMON	
6. ISSUED	BY CODE	SP0600	7. ADMINISTERED BY	(If oth	er than Item 6)	CODE	T
PLA ENE 8725 JO FORT BI Buyer/Sy	ERGY – UTILITY SERVICES HN J. KINGMAN ROAD, STP 10400 ELVOIR, VA 22060-6222 ymbol: Jeremy Baxter/DLA Energy-FEEBA (703) 223-2315 E-MAIL: jeremy.baxter@						
8. NAME A	ND ADDRESS OF CONTRACTOR (NO.,	street city, county, State	,and ZIP Code)		9A. AMENDME	NT OF SOLIC	CITATION NUMBER
Hardin Cou	inty Water District No. 1						
1400 Roger	rsville Road / 40160-9343				9B. DATED (SE	E ITEM 11)	
Company of the second s	0) 351-3222 ext. 208						
Fax: (270) 3 POC: Step	352-3055 ohen Hogan, General Manager				10A. MODIFICA	TION OF CO	NTRACT/ORDER NUMBE
DUNS # 13	0402811			M		SPO	300
CAGE #316	6V9			M	10B. DATED (SE	EE ITEM 13)	
CODE	la.	OH ITY CODE				SP0600-1	1-C-8271
CODE		CILITY CODE MONLY APPLIES TO	AMENDMENTS OF	20110			
(a) By comple submitted; or ACKNOWLE IN REJECTIO communication specified.	B. THE ABOVE NUMBERED CONTRACT/C appropriation data, etc.) SET FORTH IN I FAR 52.241-7, Change in Rates of D. OTHER (Specify type of modification and	copies of the amendment on which includes a reference ESIGNATED FOR THE RECEMBER of the street of th	at; (b) By acknowledging receive to the solicitation and ame CEIPT OF OFFERS PRIOR To offer already submitted, su solicitation and this amendment of the solicitation and this amendment of the solicitation and the solicitation	ONTRA RIBE RTH IN	als amendment on the numbers. FAILUF HOUR AND DATings may be made in received prior ACTS/ORDER DIN ITEM 14. ITEM 14 ARE MARANGES (such as	each copy of RE OF YOUR ESPECIFIED by letter or elet to the opening S. S. CADE IN THE Cochanges in page	O MAY RESULT ectronic g hour and date
E. IMPOR	RTANT: Contractor \square is not \boxtimes is r	equired to sign this do	cument and return 1 o	copies	to the issuing	office.	
14. DESCRIP		Knox, Kentucky – Ut	tility Privatization Co r Utility System	ntrac		r where feasi	ble.j
Except as pro	ovided herein, all terms and conditions of the doc	ument referenced in Item 9A	or 10A, as heretofore change	ed, ren	nains unchanged :	and in full force	e and effect.
	AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE O				
STEPHI	EN M. HOGAN, GENERAL	MANAGER	CARL SILVERS	TOI	NE, CONT	RACTIN	G OFFICER
15B. CONTR	ACTORIOFEERON 1	15C. DATE SIGNED	16B. UNITED STATES OF	AMER	ICA		16C. DATE SIGNED
Sh	The May	0120	SILVERSTONE.CARL.1377023 044	PEARITIONS	ed by ECARL 1377025044 2.01 14:34:46 -05'00'		Fabruary 1 2010
0	Signature of person authorized to sign)	-2-1-2019			ntracting Officer)		February 1, 2019

- A. The purpose of this modification is to:
 - Update Section B.3, Schedule, to provide funding to subCLIN 0008AA for Contract Year Eight (8)'s Monthly Utility Service Charge (MUSC). Funding is provided in the amount of \$2,030,070.56 for February 1, 2019 to September 30, 2019 (Months 85-92) under ACRN AR.

2) Update Section B.4, Monthly Utility Service Charge-Schedule 1.

- 3) Update Section G.5, Accounting and Appropriation Data to establish ACRN AR.
- 4) Permanently increase the MUSC beginning February 2018 from \$249,388.78 to \$253,759.82, a total monthly rise of \$4,371.04 (1.7527%) in accordance with the proposed escalation located in the Schedule B.4 Monthly Utility Service Charge Schedule 1 of Section J1 Potable Water Utility System Utilities Privatization Fort Knox, Kentucky.
- B. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.3 is revised as follows:
 - (1) B.3. Schedule is hereby modified to reflect the funding of subCLIN 0008AA:

B.3 Schedule

Utility Service Payment by the Government

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

8000	Monthly Utility Service Charge -Year 8	Qty	Unit	Unit Price	Total Price
AA8000	Month 85-92 ACRN: AR (\$2,030,070.56) Period of performance: February 1, 2019 – September 30, 2019	8	Мо	\$253,759.82	\$2,030,078.56
0008AB	Month 93-96 ACRN: TBD Period of performance: October 1, 2019 – January 31, 2020	4	Мо	\$253,759.82	\$1,015,039.28

- C. Section B Supplies or Services and Prices/Costs As a result of the changes described in Paragraph A, Section B.4 is revised as follows:
 - (2) B.4. Monthly Utility Service Charge-Schedule 1 is hereby modified to reflect the increase in MUSC in accordance to Section B.2.2.1:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00

7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
- 8	\$253,759.82	\$85,968.00	(\$85,968.00)	\$253,759.82	\$3,045,117.81
9	\$258,207.47	\$85,968.00	(\$85,968.00)	\$258,207.47	\$3,098,489.59
10	\$262,733.07	\$85,968.00	(\$85,968.00)	\$262,733.07	\$3,152,796.81
		\$05,900.00	(\$65,866.00)	\$267,337.99	\$3,208,055.88
11 12	\$267,337.99 \$272,023.62			\$272,023.62	\$3,264,283.48
				\$276,791.38	\$3,321,496.57
13	\$276,791.38				\$3,379,712.44
14	\$281,642.70			\$281,642.70	\$3,438,948.66
15	\$286,579.06			\$286,579.06 \$291,601.93	\$3,499,223.12
16	\$291,601.93				
17	\$296,712.83			\$296,712.83	\$3,560,554.00
18	\$301,913.32			\$301,913.32	\$3,622,959.83
19	\$307,204.95			\$307,204.95	\$3,686,459.45
20	\$312,589.34			\$312,589.34	\$3,751,072.02
21	\$318,068.09			\$318,068.09	\$3,816,817.06
22	\$323,642.87			\$323,642.87	\$3,883,714.42
23	\$329,315.36			\$329,315.36	\$3,951,784.28
24	\$335,087.27			\$335,087.27	\$4,021,047.20
25	\$340,960.34			\$340,960.34	\$4,091,524.10
26	\$346,936.35			\$346,936.35	\$4,163,236.24
27	\$353,017.11			\$353,017.11	\$4,236,205.28
28	\$359,204.44			\$359,204.44	\$4,310,453.25
29	\$365,500.21			\$365,500.21	\$4,386,002.56
30	\$371,906.34			\$371,906.34	\$4,462,876.03
31	\$378,424.74			\$378,424.74	\$4,541,096.86
32	\$385,057.39			\$385,057.39	\$4,620,688.66
33	\$391,806.29			\$391,806.29	\$4,701,675.47
34	\$398,673.48			\$398,673.48	\$4,784,081.74
35	\$405,661.03			\$405,661.03	\$4,867,932.34
36	\$412,771.05			\$412,771.05	\$4,953,252.59
37	\$420,005.69			\$420,005.69	\$5,040,068.25
38	\$427,367.13			\$427,367.13	\$5,128,405.52
39	\$434,857.59			\$434,857.59	\$5,218,291.09
40	\$442,479.34			\$442,479.34	\$5,309,752.08
41	\$450,234.68			\$450,234.68	\$5,402,816.10
42	\$458,125.94			\$458,125.94	\$5,497,511.26
43	\$466,155.51			\$466,155.51	\$5,593,866.14
44	\$474,325.82			\$474,325.82	\$5,691,909.83
45	\$482,639.33			\$482,639.33	\$5,791,671.93
46	\$491,098.55			\$491,098.55	\$5,893,182.57
47	\$499,706.03			\$499,706.03	\$5,996,472.38
48	\$508,464.38			\$508,464.38	\$6,101,572.55
49	\$517,376.23			\$517,376.23	\$6,208,514.81
50	\$526,444.29			\$526,444.29	\$6,317,331.45

G.5 Accounting and Appropriation Data

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

MIPR11283737 dated January 03, 2019	Basic	\$2,030,070.56
	Total	\$2,030,070.56
Funding Breakdown		
P00045	On subCLIN 0008AA	\$2,030,070.56
Total Funding for ACRN AR		\$2,030,070.56

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

- (a) Contract line items <u>0001 to 0057</u> are incrementally funded. For these items, the sum of \$48,789,817.38 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be

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

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

(End of clause)

- E. The total amount obligated is increased by \$2,030,070.56 from \$46,759,746.82 to \$48,789,817.38.
- F. The total value of the contract is increased by \$18,703.09 from \$240,160,137.80 to \$240,178,840.89.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

2. Identify those portions of the Contract that discuss how Fort Knox, DLAE, or other customers in Fort Knox will be billed for water service and sewage service by Hardin District No. 1, and briefly explain how Hardin District No. 1 bills Fort Knox, DLAE, and other customers in Fort Knox in practice, e.g., is there a single contract practice paid by DLAE, multiple contract rates paid by DLAE, multiple rates paid by different parties, etc.

ANSWER 2:

There is one, single monthly contract rate paid by DLAE per section G3, page 31 of the Water Service Contract.

Currently, the monthly rate is \$253,759.82 per MOD P00045.

There is also one, single monthly contract rate paid by DOD per section G2, page 24 of the Sewer Service Contract No. W9124D-05-C-0017 which was received by the PSC on December 1, 2004 when it was previously filed with the Commission as Case # 2004-00422. Currently, the monthly rate is \$278,079.74 per MOD P00068.

WITNESS:

Mr. Brett Pyles, Fort Knox Systems Director, HCWD1

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

3. State whether Hardin District No. 1 maintains separate books for the water and sewage service it provides in Fort Knox pursuant to the Contract as compared to the water and sewage service it provides outside Fort Knox.

ANSWER 3:

As a Government Agency, HCWD1 is required by GASB to keep separate accounting records ("books") for all Funds. As such, we maintain five separate, distinct sets of financial statements and bank accounts for the following: County Water System, Fort Knox Sewer System, Fort Knox Stormwater System, Radcliff Sewer System and Fort Knox Water System.

WITNESS:

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

4. State whether and, if so, explain why (or why not) an increase in the cost to serve customers inside Fort Knox pursuant to the Contract could result in increased rates for customers served by Hardin District No. 1 outside Fort Knox

ANSWER 4:

HCWD1 has two separate contracts with the Government to own and operate the Fort Knox Water System and the Fort Knox Sewer and Stormwater Systems. Both of these contracts are considered "special contracts" with the Government, whereby, an agreed upon monthly fee is charged for service to the customer.

HCWD1 does not meter water to individual customers on the installation. Contract charges are billed to only one customer, namely the U.S. Government. Therefore, any increase or decrease to this contracted fee affects only the U.S. Government.

All County Water and Radcliff Sewer customers are regulated by our approved P.S.C. tariff rates and are not affected by any changes to the fees charged to the U.S. Government.

Paragraph 6 of the Preamble to HCWD1's contract with the US. Government states "HCWD1's regulated tariff rate will recover only its direct costs invested in owning and operating the Fort Knox potable water utility system, plus G&A costs. In accordance with regulations set by the KPSC, HCWD1 is required to maintain separate funds for its expenditures, for rate-making and to avoid unallowed subsidies between customer accounts, as required by GASB34 accounting standards. HCWD1 shall routinely compare the accumulation of those costs plus its G&A overhead rate against revenues received from the Fort Knox monthly utility service charge. If HCWD1 collects excess funds on its rate charges, the excess funds will remain within the separate account for future use on the Fort Knox potable water utility system only. When total revenue requirements are higher than current rates, HCWD1 will request a rate adjustment. HCWD1 will notify the Government of any anticipated rate adjustments in conjunction with the submittal of its Annual

System Deficiency Corrections and Renewals and Replacements Plan."

WITNESS:

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

- 5. Refer to Hardin District No. 1's application at paragraph no. 14 in which it indicated that the Commission previously identified 7 of 23 proposed projects as requiring a Certificate of Public Convenience and Necessity (CPCN).:
 - a. State whether any of those projects previously identified as requiring a CPCN are included in the revised plan for which Hardin District No. 1 requests a declaratory order herein.?
 - b. If so, state what if anything has changed that would justify the Commission changing its holding in the previous order that a CPCN is required?

ANSWER 5:

- None of those projects previously identified as requiring a CPCN are included in the revised plan for which HCWD1 requests a declaratory order herein
- b. N/A

WITNESS:

Mr. Daniel Clifford, Engineering Manager, HCWD1

- 6. Refer to Hardin District No. 1's application at paragraph no. 12 in which Hardin District No. 1 indicates that the Contract originally permitted it to charge a monthly Initial System Deficiency Corrections Surcharge (ISDC Surcharge) of \$473,831 to compensate Hardin District No. 1 for the estimated cost of improvements
 - a. State the total amount of proceeds from the IDSC Surcharge that have been collected regardless of whether they have been used.
 - b. State the total amount of proceeds from the IDSC Surcharge that remain unused.

ANSWER 6:

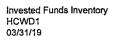
- a. Total ISDC Surcharge fees received from February 2012 through January 2017 equal \$25,464,714, not including the one-time Transitional Surcharge of \$592,518. Of this amount, \$4,988,683 was paid through the ISDC surcharge to fund operations of the Muldraugh Water Treatment Plant operations. Therefore, the actual surcharge to fund solely ISDC projects is \$20,476,031.
- b. Of the total \$20,476,031 received for ISDC projects, HCWD1 has paid out \$1,634,580 in project design costs. Therefore, the remaining balance of ISDC funds is \$18,841,451.

Per the attached investment spreadsheet, HCWD1 has \$17,787,821 is cash and CD's deposited into local financial institutions as of March 31, 2019. Due to Government delays in de-commissioning the Central Water Treatment plant and approving two new tank sites, HCWD1 has had to use approximately \$1,053,630 of the ISDC balance to fund continued operations of two water treatment plants.

However, HCWD1 has been in negotiations with the Government for a Request for Equitable Adjustment (REA) and expects to receive approximately \$2.6M in funding within the next few months to more than offset this deficit.

WITNESS:

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1



Name of Account	Rate	<u>Balance</u>	Mkt Val	Accr'd Inc	<u>Earnings</u>	Fees	R = Restrict	<u>Current Investment</u>	Invested By	Maturity
Water Revenue/O&M	2.270%	972,386.73	972,386.73	0.00	1,910.00		U = Unrest	Cecilian Bank	Cecilian Bank	
Water Savings	0.120%	201,778.88	201,778.88	0.00	25.70		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 Savings-Water Fund	0.000%	1,040.98	1,040.98	0.00	0.00		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
HCWD1 CD-Water Fund	2.580%	133,404.76	133,404.76	848.67	292,32		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	10/11/19
HCWD1 CD-Water Fund	1.740%	689,467.46	689,467.46	2,958.10	1,018.90		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	05/11/19
2002 Sinking Fund - Principal	0.000%	25,000.00	25,000.00				R = Restrict	Cecilian Bank	Cecilian Bank	
2002 Sinking Fund - Interest	0.000%	1,543.25	1,543.25				R = Restrict	Cecilian Bank	Cecilian Bank	,
2017 Bond Construction - RD Proceeds	0.000%	2,415.80	2,415.80				R = Restrict	Cecilian Bank	Cecilian Bank	
2016 Sinking Fund Interest	0.000%	8,375.78	8,375.78				R = Restrict	Cecilian Bank	Cecilian Bank	
2016 Sinking Fund Principal	0.000%	259,583.43	259,583.43				R = Restrict	Cecilian Bank	Cecilian Bank	
2016 Debt Service Reserve	0.150%	417,879.16	417,879.16	0.00	49.80		R = Restrict		Cecilian Bank	
2016 Depreciation Fund	0.150%		758,254.58	0.00	90.36		R = Restrict	Cecilian Bank	Cecilian Bank	
Subtotal Water Fund		3,471,130.81	3,471,130.81	3,806.77	3,387.08	0.00	1			
Ft. Knox Sewer Revenue/O&M	2.270%	4,955,150,49	4,955,150.49	0.00	9,164,67		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 Savings-Ft. Knox Sewer Fund	0,000%	1,019,70	1,019.70	0.00	0.00		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
HCWD1 CD-FK Sewer	1.740%	•	82,981,11	356.02	122.63		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	06/26/19
Subtotal Ft. Knox Sewer Fund		5,039,151.30	5,039,151.30	356.02	9,287.30	0.00			33	.,
Ft. Knox Stormwater Revenue/O&M	2.27%	1,289,279,88	1.289.279.88	0.00	2,231,69		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 CD-Ft. Knox Stormwater Fund	1.74%		71.849.50	308.26	106.18			Ft. Knox Federal Credit Union	FKFCU	6/26/2019
Subtotal Ft. Knox Stormwater Fund	1.1 175	1,361,129.38	1,361,129.38	308.26	2,337.87	0.00	-	TETRIOR FORGING OFFICE	114 00	0/20/2013
Radcliff Sewer Revenue/O& M	2.270%	2,417,232.77	2,417,232.77	0.00	5.922.84		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 CD-Radcliff Fund	2.270% 1.740%	408.833.74	408,833.74	1.754.07	604.18		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	00/00/40
HCWD1 CD-Radcilli Fund HCWD1 Savings-Radcliff Sewer Fund	0.000%	•	1,019,70	0.00	0.00			Ft. Knox Federal Credit Union	FKFCU	06/26/19
Subtotal Radcliff Sewer Fund	0,000%	2,827,086.21	2,827,086.21	1,754.07	6,527.02	0.00		rt. Knox redetal Cledit Union	FKFCU	
Subtotal Radelin Sewer Fund		2,021,000.21	2,021,000.21	1,754.07	6,527.02	0.00				
Ft. Knox Water Revenue/O&M	2.27%	14,478,936.82	14,478,936.82	0.00	26,120.59	0.00	U = Unrest	Cecilian Bank	Cecilian Bank	
Ft, Knox Water Savings	0.00%	5.00	5.00				U = Unrest	Ft, Knox Federal Credit Union	FKFCU	
Ft. Knox Water CD	1.74%	54,140.12	54,140.12	232.29	80.01		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	6/26/2019
Ft. Knox Water CD	2.58%	3,254,738.71	3,254,738.71	20,705.49	7,131.89			Ft. Knox Federal Credit Union	FKFCU	11/22/2019
		17,787,820.65	17,787,820.65	20,937.78	33,332.49	0.00				
	Total	30,486,318.35	30,486,318.35	27,162.90	54,871.76	0.00				

- 7. Refer to the application at paragraph no. 18 in which Hardin District No. 1 stated that the contract modification provided that the "ISDC" would not be renewed and would terminate upon the fifth anniversary of the contract's execution
 - a. State whether the "ISDC" as referred to in that paragraph is referring to the Initial System Deficiency Corrections Surcharge of \$473,831 referred to in paragraph no. 12 of the application.
 - b. If not, explain what Hardin District No. 1 was referring to in that paragraph when it stated that the "ISDC" would not renew and would terminate.
 - c. State the month and year for which the ISDC Surcharge was first charged.
 - d. State the month and year for which the ISDC Surcharge was last billed.
 - e. If the ISDC Surcharge has terminated or will terminate under the current terms of the contract, explain how Hardin District No. 1 anticipates funding capital projects to serve Fort Knox when the proceeds from the ISDC Surcharge have been exhausted.

ANSWER 7:

- a. "ISDC" as referred to in paragraph 18 is referring to the Initial System
 Deficiency Corrections Surcharge of \$473,831 referred to in paragraph no.

 12 of the application. The word "surcharge" was inadvertently omitted in paragraph 18.
- b. N/A
- c. See response to question 6.a.
- d. See response to question 6.a.
- e. As stated in response 6.b., HCWD1 has \$17,787,821 deposited into local financial institutions as of March 31, 2019 and anticipates receiving another approximately \$2.6M via the REA for continued operations of two water treatment plants for the period February 2017 through February 2019. Therefore, total estimated cash balance will be approximately \$20,387,800 once the REA is received.

If the cash balance is not enough to fund operations and approved ISDC project costs, HCWD1will negotiate with the U.S. Government on increased funding or eliminate certain ISDC projects.

WITNESS:

Mr. Daniel Clifford, Engineering Manager, HCWD1

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

- 8. Refer to the application at paragraph no. 17 and Tab 3 (Hardin District No.1's June 3, 2016 submittal to DLAE) at Table 2 in which Hardin District No. 1 identified the total estimated cost of the 18 projects of the revised proposal as costing \$16,456,000.
 - a. State whether Hardin District No. 1 has incurred any portion of the cost for each such project, and if so, identify the portion of the cost incurred for each such project in terms of engineering, design, permitting, construction, and inspection costs.
 - b. Identify and describe the similar projects on which the construction cost for each project was based as described in section 2.1 of the proposal, and identify the actual construction cost for each such project.
 - c. State whether and, if so, explain why Hardin County No. 1 contends that the estimates for the projects identified in Table 2 of Tab 3 are still valid despite being made in or before June 2016.
 - d. Explain what prompted the change in the estimated cost of projects 2 and 3 of Table 2 of Tab 3.
 - e. State whether Hardin District No. 1 or its engineer has modified the estimated cost of any project identified in Table 2 of Tab 3, and if so, provide the new estimated cost and explain why the estimated cost of each such project was modified.

ANSWER 8:

- a. See response to question 6.b and attached ISDC Funding spreadsheet. HCWD1has paid out \$1,634,580 in project design costs.
- b. HCWD1 has no similar projects. All pricing was based on the Opinion of Probable Cost (OPC) developed by HCWD1's engineer, Stantec Consulting Services, Inc.
- c. The estimates for the projects identified in Table 2 of Tab 3 are no longer valid.
- d. HCWD1 changed in the estimated cost of projects 2 and 3 of Table 2 of Tab 3 due to the Engineer's revision of the OPC.
- e. HCWD1's Engineer revised the OPC, resulting in the pricing shown in Table 2, Tab 3.

WITNESS:

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

Mr. Daniel Clifford, Engineering Manager, HCWD1

HARDIN COUNTY WATER DISTRICT NO. 1

2016 ISDC SUMMARY

March 31, 2019

From November 2016	was a later to the commence of	entropy and	
	Funding	Expensed	Remaining
ISDC 1 Muldraugh WTP Improvements (5046)	\$4,845,000.00	\$1,215,671.31	\$3,629,328.69
ISDC 2 1.5 MG Old Ironsides Tank (5047)	\$5,054,000.00	\$148,857.35	\$4,905,142.65
ISDC 3 1.5 MG Education Center Tank (5048)	\$5,060,000.00	\$148,857.35	\$4,911,142.65
ISDC 4 Park Road 14" Main Extension (5049)	\$290,000.00	\$37,818.41	\$252,181.59
ISDC 5 Automatic Flusher Installed in Dietz Area (5050)	\$13,000.00	\$4,000.61	\$8,999.39
ISDC 6 Line Improvement - Gold Vault Area (5051)	\$163,000.00	\$0.00	\$163,000.00
ISDC 7 Line Improvement - North Frazier Area (5052)	\$30,000.00	\$5,768.91	\$24,231.09
ISDC 8 Line Imp -7th Armor Division Cut Off Rd Area (5053)	\$143,000.00	\$28,844.54	\$114,155.46
ISDC 9 Decommission Central WTP and Large Diameter Mains (5054)	\$322,000.00	\$20,260.35	\$301,739.65
ISDC 10 Istallation of New Check Valves New Ed Center Tank (5055)	\$70,000.00	\$0.00	\$70,000.00
ISDC 11 Remove Frazier Tank (5056)	\$76,000.00	\$2,750.00	\$73,250.00
ISDC 12 Remove Van Voorhis Tank (5057)	\$60,000.00	\$2,750.00	\$57,250.00
ISDC 13 Remove Pritchard Tank (5058)	\$76,000.00	\$2,750.00	\$73,250.00
ISDC 14 Automatic Flusher Installed in Van Voorhis Area (5059)	\$13,000.00	\$4,000.61	\$8,999.39
ISDC 15 Automatic Flusher Installed in Pritchard Area (5060)	\$13,000.00	\$4,000.61	\$8,999.39
ISDC 16 Remove HRC Tank (5061)	\$76,000.00	\$2,750.00	\$73,250.00
ISDC 17 Remove Fort Knox High School Tank (5062)	\$76,000.00	\$2,750.00	\$73,250.00
ISDC 18 Remove Old Ironside Tank (5063)	\$76,000.00	\$2,750.00	\$73,250.00
Totals	\$16,456,000.00	\$1,634,580.05	\$14,821,419.95

- 9. Refer to Section 1.3 of the Firm Fixed Price Proposal Submittal attached as part of Tab 3 to Hardin District No. 1's application
 - a. Explain in detail how the \$4,367,896 in unfunded capital projects contained in an earlier version of the proposal was funded in the final version of the proposal e.g. were specific projects removed and replaced to fund that amount; were new savings found and if so where; etc.
 - b. Explain what amounts are included in Hardin District No. 1's "Fort Knox Water Fund reserves" as that term is included in Section 1.3 of the proposal.

ANSWER 9:

- a. See Section 1.3 of the Firm Fixed Price Proposal Submittal attached as part of Tab 3, "\$4,247,896 is available for the completion of the CIPs in their entirety utilizing HCWD1's Fort Knox Water Fund Reserves. These funds are available through savings on prior ISDCs and other Fort Knox Water projects previously completed." The ISDCs referenced here are the 16 projects referred to in Question 5 that did not require a CPCN.
- b. Reserves include all cash and investments maintained in local financial institutions by HCWD1 for the Fort Knox Water fund see attached Investment spreadsheet in 6.b.

WITNESS:

Mr. Daniel Clifford, Engineering Manager, HCWD1

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

- 10. Refer to Hardin District No. 1's application at paragraph no. 28 in which Hardin District No. 1 indicates that its total net water utility plant as of December 31, 2017, is \$53,388,858.23 and its total net utility as of December 31, 2017, is \$98,278,781.
 - a. State whether the plant in service identified in that paragraph includes all plant used to serve Fort Knox as of December 31, 2017.
 - b. State whether Hardin District No. 1 took ownership of the plant in service used to serve Fort Knox when it entered into the Contract.
 - c. Provide a copy of the December 31, 2017 financial statement identified in footnote 23 of Hardin District No. 1's application.
 - d. Provide the cost basis of the plant in service used to serve Fort Knox pursuant to the Contract to the extent it is not shown in the financial statement above.

ANSWER 10:

a. Data supplied in the annual reports are to reflect a combined or consolidated total if a water district owns and/or operates more than one water or sewer system. Since HCWD1 owns and operates two water systems (County Water Utility and Fort Knox Water Utility) the \$53,388,858.23 reflects the combined total net plant assets (capital assets) of these two utilities.

Of this amount, \$16,022,896 applies to the Fort Knox Water Utility as referred to in footnote number 23 on page 13 of the Original Application (see page 26 of HCWD12017 Audit).

The \$98,278,781 referenced as "total net utility as December 31, 2017" in paragraph no. 28 and footnote 24 on page 13 in its Original Application was meant to serve as combined Fort Knox Utility net assets (capital assets) for the Fort Knox Water and Fort Knox Sewer systems. This number was erroneously stated and HCWD1 apologizes for this discrepancy.

The total Fort Knox Water and Fort Knox Sewer systems net assets (capital assets) should be \$39,737,740 per pages 26 and 29 of HCWD1's 2017 audit. Of this total net assets, \$23,714,844 applies to the Fort Knox Sewer system.

b. HCWD1 took ownership of the Fort Knox Water Utility in February 1, 2012 and the Fort Knox Sewer Utility in September 30, 2004. These include all assets and operations of the systems.

- c. Please refer to the attached HCWD12017 Audit report.
- d. HCWD1 uses purchase price as the cost basis of all assets bought by the District. Because no cost data was supplied by the U.S. Government at the time HCWD1 took ownership of the system, all Fort Knox Water Utility assets inherited were based on engineering estimates using factors such as original install date and estimate purchase prices based on this install date as supplied by the U.S. Government.

WITNESS:

Mr. Scott Schmuck, CGFM, Finance & Accounting Manager, HCWD1

HARDIN COUNTY WATER DISTRICT No. 1 Radcliff, Kentucky

FINANCIAL STATEMENTS December 31, 2017

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INDEPENDENT AUDITORS' REPORT

Board of Commissioners Hardin County Water District No. 1 Radcliff, Kentucky

Report on the Financial Statements

We have audited the accompanying financial statements of the Hardin County Water District No.1, as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Hardin County Water District No.1, as of December 31, 2017, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3-5 and pension schedules on pages 19-20 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Hardin County Water District No. 1's basic financial statements. The budgetary comparisons and the combining statements of net position, revenues, expenses and changes in net position, and cash flows are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and is also not a required part of the basic financial statements.

The budgetary comparison schedules, combining statements and the schedule of expenditures of federal awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the budgetary comparison schedules, combining statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Prior-Year Comparative Information

We have previously audited the District's 2016 financial statements, and we expressed an unmodified opinion on the respective financial statements in our report dated June 15, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated July 5, 2018, on our consideration of the Hardin County Water District No. 1's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Hardin County Water District No. 1's internal control over financial reporting and compliance.

RFH, PLLC Lexington, Kentucky July 5, 2018

Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 60 Years

1400 Rogersville Road Radcliff, KY. 40160

July 5, 2018

TO: Hardin County Water District No. 1

Board of Commissioners

SUBJECT: 2017 Annual Report & Management's Discussion and Analysis

This report is a joint effort of our staff and RFH, PLLC, Certified Public Accountants. This is the thirteenth year we have retained this firm to complete our annual audit. This report includes the Management Analysis, the Independent Auditor's Report, the basic financial statements of the District and related supplemental information and audit notes.

I would like to recognize the contribution of our Finance & Accounting Manager, Mr. Scott Schmuck, CGFM, Ms. Stephanie Strange (Accountant) and Ms. Jessica Warren (Accounting Specialist) of his staff for their work assisting the auditors in preparing this information. Mr. Kevin Fisher, CPA was the lead auditor for the firm and field staff to complete the audit.

Financial Performance & Highlights

Consolidated Financial Performance: Our financial reports include statements for five distinct enterprise utility funds; County Water, Ft. Knox Water, Ft. Knox Sanitary Sewer, Ft. Knox Storm Sewer and Radcliff Sanitary Sewer. This letter first reviews the overall consolidated financial highlights of the year, with more specific key items by utility.

For the year, gross plant assets increased by \$10,398,617. Total net position increased by \$4,271,751 (+3.6% [percent changes in parentheses represent change from 2016]). Total revenues, including interest income, decreased by \$549,253 or - 3.5% compared to 2016. This decrease was due to the predictable expiration of a 5-year revenue surcharge from the Government for operating a second Ft. Knox Water Treatment Plant, while we continue to operate both plants. A decrease in reimbursed General & Administrative expenses related to Ft. Knox revenues also contributed to this decrease. Operating income before depreciation was \$4,343,314 (-18.9%) and operating income after depreciation (gross of non-operating income and expenses) was \$560,182. Net Income was 4.2% of total operating revenues. Total net position at the end of the year was \$124,736,908 (+3.6%).

Cash used for capital construction was \$10,548,638 (+ 46.8%), of which 38.7% was provided by government grants. At year end, consolidated outstanding debt principal was \$5,546,365 (- 16.3%). Total working capital (unrestricted cash + investments) at year end increased by 1.9% to \$28,579,410. Of all reserves (cash + investments), 94.1% (-0.11%) were unrestricted and available as working capital for capital construction or operations. At the beginning of 2018 we also had total of \$8,098,025 (- 28.3%) of available state or federal grant funding for future capital construction projects.

Phone 1-270-351-3222 FAX: 1-270-352-3055

2017 Annual Report & Management's Discussion and Analysis July 5, 2018

Continued

Individual Fund Highlights:

County Water: Total operating expenses (excluding debt interest and depreciation) were 0.43% more than budgeted. Revenues were 8% less than budgeted. Net income after depreciation and interest expense increased by 2.2% from 2016. Water sales increased by 9.5% from 2016 and net position increased by 2.6%. The bond coverage ratio was 2.89% (+1.4% from 2016) which is approximately 2.41 times the required 1.20.

Ft. Knox Water: Total operating revenues were \$3,217,213 (-23.3%) including interest income. Operating income before depreciation was \$445,462 (-61.4%) down due to reasons provided above. Net income after depreciation and amortized expenses was \$73,429 which represents 2.2% of revenues. Net position at year end was \$34,047,164 (+1.1%) and construction in progress was valued at \$1,502,953. Working capital and cash available for capital construction was \$18,750,564 (-2.9%). We will be filing a request in the near future with the Government to restore the added revenues required for operating two water plants.

Ft. Knox Sewer (Sanitary and Storm): Total operating revenues increased slightly by 0.2%. Total operating income, before depreciation expense was \$654,007 (-43.9%)\(^1\). Total net position increased by 0.7%. Total expended for construction was \$1,397,336 of which almost all was provided by contributed capital (direct grants) from the Government. At the beginning of 2018, the fund had a balance of \$5,125,168 (+46.0%) available for construction projects and capital improvements. An additional \$109,610 is also available in direct Government funding for future capital construction projects. Since we began self operations of the systems in July 2017, after terminating our private operations contract, our net income (YTD through May) has improved by 2,160%.

Radcliff Sewer: Total revenues (including interest income) were \$3,975,926 (+ 1.5%) which was 2.7% below revenue estimates. Total operating expenses (excluding depreciation) were 1.8% less than budgeted. Total net position increased 12.2% to \$27,155,056 and at year end we had construction in progress assets of \$2,134,794 (+ 215%). Of the \$2,734,768 expended for construction (+ 197.9%), 82% was funded by state grants. At year end, the total cash & investment reserve balance was \$3,044,655 (- 31.2%) of which 88% was unrestricted and available for capital construction or operations. At year end, a total of \$7,959,648 in state grants are available for future capital construction projects. The fund had net operating income before depreciation and debt interest of \$1,816,986 (+ 21.2%) with a net operating income of \$643,271 (16.2% of revenues).

Operational Changes & Statistics

During 2017, a total of 1,631 MG (million gallons) of potable water was treated (-2.9%) and a total of 18.3 MG was purchased for resale (+160%). Total water delivered to customers (County and Ft. Knox combined) was 1,645 MG (+12.7%). The maximum demand day was 6.530 MG (-9.9%) and occurred on 11-July. The average daily water demand for the year was 4.506 MG

The significant decrease in Ft. Knox Sewer net income is a result of our takeover of operations which added several full time employees. As these employees and their pension liability must be recorded under GASB 68, we were required to add the new unfunded pension liability, which is a non-cash expense. Also as an agreed settlement with our prior contract operator we expensed a final termination fee payment, which also affected net income for 2017.

Continued

(-2%). A total of 76 new water services were installed, up 4% from 2016. Wholesale customers purchased 321.2 MG (-5.9%), which was equivalent to 19.5% of total water produced and purchased volume.

The two wastewater treatment plants (Ft. Knox and Radcliff) treated 1,398 MG (+ 6.6%). This resulted in an average daily flow of clean, recycled water into streams of 3.827 MG. The maximum day treated was 15.062 MG and occurred on 2-September.

Other Significant Projects / Changes: During 2017, we completed the new Louisville Water Company Interconnect project. Shortly after that the City of West Point requested a wholesale connection which has been completed. Now the City purchases all their water from us, allowing them to close their aging water plant. We also completed another County Expansion project, adding 10.4 miles of water mains on 12 new roads. This \$1.171 million project was funded 85% through a KIA Grant and the balance from District reserves.

We also substantially completed a new 16 inch transmission main through Vine Grove. This larger main allows the District to provide the Meade County Water District (MCWD) with all their water needs as our largest wholesale customer. MCWD completed their own main extension and new pump station in order to be able to purchase all their water, and also allowed us to double their wholesale volume commitment.

In July 2017, we began self operations of the Ft. Knox Sewer systems (sanitary and storm). This included an internal re-organization. We hired nine new employees and moved the sewer collection staff under the water distribution supervisor. This change saves a significant cost compared to continuing to contract these operations.

After 24 years of service, General Manager Jim Bruce retires in August, 2018. Mr. Stephen Hogan, P.E., was selected by the Board in 2017 and began his employment on December 4th. Mr. Hogan brings extensive experience with water and sewer engineering as well as working as a General Manager in Georgia.

Sincerely,

Mr/Jim Bruce

Mr. Scott Schmuck, CGFM Finance & Accounting Manager

HARDIN COUNTY WATER DISTRICT No. 1 STATEMENT OF NET POSITION December 31, 2017

	-	-			
ASSETS	Water Total	Sewer Total	Storm Water	Total	2016 Totals
Current assets Cash and cash equivalents	\$ 16,760,020	\$ 6.672.530	\$ 1.154.819	£ 04 507 000	6 04 705 700
Short-term certificates of deposit	3,992,041	\$ 6,672,530	\$ 1,154,819	\$ 24,587,369 3,992,041	\$ 24,785,708 3,274,087
Customer accounts receivable, net	802,480	705,174	79,627	1,587,281	1,857,772
Other accounts receivable	12,764	97,400	38,705	148,869	2,540,701
Interest receivable	14,327	-		14,327	11,771
Inventory - materials and supplies	299,474	3,842	-	303,316	266,858
Prepaid expenses	70,065	48,516	<u> 152</u>	118,733	142,361
Total current assets	21,951,171	7,527,462	1,273,303	30,751,936	32,879,258
Non-current assets Interfund receivable (payable) Long-term certificates of deposits	(2,600,000)	2,600,000	-	-	- 669,149
Restricted assets - reserve funds	1,446,264	342,474		1,788,738	1,672,765
Unamortized rate case expense	7,770,207	43,603	-	43,603	74,381
Unamortized acquisition costs	-	156,601	-	156,601	165,701
Total non-current assets	(1,153,736)	3,142,678		1,988,942	2,581,996
Capital assets Land and easements	338,807	9,544		348,351	282,589
Construction in progress	10,806,615	2,936,300	749,070	14,491,985	9,713,951
Plant and lines	56,559,620	126,206,784	5,550,700	188,317,104	183,274,884
Vehicles and equipment	6,010,399	2,707,162	141,514	8,859,075	8,346,474
Total	73,715,441	131,859,790	6,441,284	212,016,515	201,617,898
Less: accumulated depreciation	(20,326,583)	(85,136,415)	(521,604)	(105,984,602)	(102,588,054)
Total capital assets	53,388,858	46,723,375	5,919,680	106,031,913	99,029,844
Total assets	74,186,293	57,393,515	7,192,983	138,772,791	134,491,098
DEFERRED OUTFLOWS OF RESOURCES					
Deferred outflows - pension	1,203,421	777,201	_	1,980,622	1,686,593
Total assets and deferred outflows of resources	\$ 75,389,714	\$ 58,170,716	\$ 7,192,983	\$ 140,753,413	\$ 136,177,691
LIABILITIES AND NET POSITION Current liabilities					
Accounts payable	\$ 631,868	\$ 358,013	\$ 3,738	\$ 993,619	\$ 2,380,309
Due to (from) other funds	(17,921)	(94,265)	112,186	-	-
Customers' deposits	197,889	188,577	-	386,466	362,325
Accrued expenses	66,077	150,536	19,086	235,699	86,830
Reserve for unclaimed funds - escheatment	8,292	-	-	8,292	8,272
Unearned revenue	37,971	-	-	37,971	40,736
Line of credit Liabilities payable from restricted assets:	1,867,510	-	-	1,867,510	585,119
Current portion of long-term debt	745,000	336,365	_	1,081,365	1,075,770
Accrued interest on long-term debt	19,219	1,121	-	20,340	8,100
Total current liabilities	3,555,905		135,010		
	3,000,900	940,347	135,010	4,631,262	<u>4,547,461</u>
Long-term liabilities Bonds and notes payable	4,465,000			4,465,000	5,546,365
Net pension liability	4,035,472	2,606,218	_	6,641,690	5,533,595
Compensated absences	92,894	16,057	-	108,951	82,124
Long-term liabilities, net	8,593,366	2,622,275		11,215,641	11,162,084
Total liabilities	12,149,271	3,562,622	135,010	15,846,903	15,709,545
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows - pension	103,050	66,552	_	169,602	2,989
·	100,000	00,002		100,002	2,000
Net position	46 202 420	46 305 000	E 040 690	00 507 600	04 944 400
Net investment in capital assets Restricted	46,292,129 1,446,264	46,385,889 342,474	5,919,680	98,597,698 1,788,738	91,814,490 1,672,765
Unrestricted	15,399,000	7,813,179	1,138,293	24,350,472	26,977,902
Total net position	63,137,393	54,541,542	7,057,973	124,736,908	120,465,157
Total liabilities, deferred inflows of					
resources and net position	<u>\$ 75,389,714</u>	<u>\$ 58,170,716</u>	\$ 7,192,983	<u>\$ 140,753,413</u>	<u>\$ 136,177,691</u>

HARDIN COUNTY WATER DISTRICT No. 1 STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION for the year ended December 31, 2017

	Water Total	Sewer Total	Storm Water	Total	2016 Totals
OPERATING REVENUE					
Metered water sales	\$ 6,254,589	\$ -	\$ -	\$ 6,254,589	\$ 6,679,101
Wholesale sales	713,552	-	-	713,552	682,904
Sewer billing contract revenue	46,590	-	-	46,590	42,279
Sewer service revenue	· -	6,628,720	-	6,628,720	6,566,433
Stormwater service revenue	_	-,,	477,792	477,792	477,792
Penalties, service fees and reimbursements	331,540	239,587	5,324	576,451	947,709
Total operating revenue	7,346,271	6,868,307	483,116	14,697,694	15,396,218
OPERATING EXPENSES		•			
Treatment	1,093,117	1,069,443	-	2,162,560	1,675,165
Distribution	1,429,819	1,215,884	26,178	2,671,881	2,427,886
Customer service	356,676	756,583	808	1,114,067	896,523
General and administrative expenses	2,500,846	1,595,661	-	4,096,507	4,609,508
Purchased water	8,263	1,000,001	_	8,263	20,955
General maintenance	69,161	3,736	_	72,897	77,233
Source of supply	16,068	0,700	_	16,068	15,123
Stormwater	10,000		212,137	212,137	320,132
Cioniwatei				212,137	320,132
Total operating expense	5,473,950	4,641,307	239,123	10,354,380	10,042,525
Operating income before depreciation	1,872,321	2,227,000	243,993	4,343,314	5,353,693
Depreciation and amortization expense	(1,612,273)	(2,061,004)	(109,855)	(3,783,132)	(3,516,850)
OPERATING INCOME	260,048	165,996	134,138	560,182	1,836,843
Non-operating income (expenses)					
Interest income	195,606	58,082	10,451	264,139	114,868
Interest expense	(103,066)	(26,632)	.0,.0.	(129,698)	(272,714)
Cost of bond issuance	(100,000)	(20,002)	_	(120,000)	(68,666)
Transfers in (out)	40	(89)	49	_	(00,000)
(Loss) on disposal of equipment	(19,151)	(62,515)	(24)	(81,690)	(123,327)
NOOME DESCRIP					
INCOME BEFORE CAPITAL CONTRIBUTIONS	333,477	134,842	144,614	612,933	1,487,004
Capital contributions					
Grants	352,441	2,334,586	_	2,687,027	4,721,893
Tap fees	85,162		_	85,162	54,564
Customer contributions	330,474	398,065	158,090	886,629	5,073,267
CHANGE IN NET POSITION	1,101,554	2,867,493	302,704	4,271,751	11,336,728
Net position, beginning of year	62,035,839	51,674,049	6,755,269	120,465,157	109,128,429
NET POSITION, END OF YEAR	\$ 63,137,393	\$ 54,541,542	\$ 7,057,973	\$ 124,736,908	\$ 120,465,157

HARDIN COUNTY WATER DISTRICT No. 1 STATEMENT OF CASH FLOWS for the year ended December 31, 2017

	Water Total	Sewer Total	Storm Water	Total	2016 Totals
CASH FLOWS FROM OPERATING ACTIVITIES	f 7.400.400	* 7040400			
Receipts from customers Payments to suppliers	\$ 7,460,403	\$ 7,342,409	\$ 562,748	\$ 15,365,560	\$.15,106,430
Payments for employee services and benefits	(3,008,281) (2,051,761)	(2,806,271) (1,143,514)	(217,037)	(6,031,589) (3,195,275)	(6,835,155) (2,984,744)
Net cash provided by operating activities	2,400,361	3,392,624	345,711	6,138,696	5,286,531
not coon provided by operating activities	2,400,001	0,002,024		0,130,030	
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES					
Transfers (to) from other funds	2,463,168	(2,547,285)	84,117	<u>-</u>	
Net cash provided by (used in) non-capital					
financing activities	2,463,168	(2,547,285)	84,117	<u> </u>	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Principal paid on long-term debt	(751,832)	(323,938)	-	(1,075,770)	(5,453,954)
Proceeds from issuance of debt		-	-	-	4,165,000
Line of credit proceeds, net of payments	1,282,391	(07.740)	-	1,282,391	585,119
Interest paid on long-term debt Contributions in aid of construction	(89,746)	(27,712)	- 	(117,458) 1,576,123	(317,149)
Grants received	387,826 1,835,361	490,736 2,242,453	697,561	4,077,814	4,743,622 3,746,425
Proceeds from sale of equipment	21,093	19.079	_	40,172	38,204
Acquisition and construction of capital assets	(8,007,883)	(3,875,921)	(333,308)	(12,217,112)	(7,186,936)
Cash (paid) under advance	· · · · ·	, ,	ζ- , ,	` ' ' '	(, , , , , , , , , , , , , , , , , , ,
construction contract					(63,241)
Net cash provided by (used in) capital					
and related financing activities	(5,322,790)	(1,475,303)	364,253	(6,433,840)	257,090
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest income	193,050	58,082	10,451	261,583	112,610
Redemption of investments	-	-	-	· -	1,550,453
Purchase of investments	(164,436)	(342)		(164,778)	(1,279,225)
Net cash provided by					
investing activities	28,614	57,740	10,451	96,805	383,838
NET INCREASE (DECREASE) IN CASH	(430,647)	(572,224)	804,532	(198,339)	5,927,459
Cash and cash equivalents, beginning of year	17,190,667	7,244,754	350,287	24,785,708	18,858,249
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 16,760,020	\$ 6,672,530	<u>\$ 1,154,819</u>	\$ 24,587,369	\$ 24,785,708
Reconciliation of operating income to net cash					
provided by operating activities:	\$ 260,048	\$ 165.996	\$ 134.138	\$ 560,182	\$ 1,836,843
Operating income Adjustments to reconcile operating income to	φ 200,0 4 0	Ф 100,990	\$ 134,138	φ 560,162	φ 1,030,043
net cash provided by operating activities:					
Depreciation and amortization expense	1,612,273	2,061,004	109,855	3,783,132	3,516,850
Net change in pension liability	287,260	693,418	-	980,678	683,546
Change in assets and liabilities:					
Accounts receivable	116,897	474,102	79,632	670,631	(309,788)
Prepaid expenses	24,027	(397)	(2)	23,628	(5,247)
Inventory	(33,847)	(2,610)	-	(36,457)	125,487
Accounts payable Uneamed revenue	103,041	(146,969)	22,088	(21,840)	(553,683)
Accrued expenses	(2,765) 11,240	138,818	-	(2,765) 150,058	20,000 (41,528)
Compensated absences	22,167	130,010	_	22,167	1,484
Other payables	20	9,262		9,282	12,567
Net cash provided by operating activities	\$ 2,400,361	\$ 3,392,624	\$ 34 <u>5,711</u>	\$ 6,138,696	\$ 5,286,531
Schedule of non-cash capital and financing activities:					
Capital asset additions included in accounts payable	\$ (1,401,701)	\$ 60,101	\$ (4,900)	\$ (1,346,500)	\$ 1,668,474
Loss on disposal of assets allocated to (from) other funds	\$ -	\$ -	\$ -	\$ -	\$ 2,083
	_		_		

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Hardin County Water District No. 1 (the District) is organized pursuant to provision of Chapter 74 of the Kentucky Revised Statutes in order to provide a water supply for citizens and residents of Radcliff, Kentucky and parts of Hardin, Meade and Breckinridge Counties. The District also provides water, sanitary and storm water services to the Fort Knox Army Post adjacent to Radcliff. The District is regulated by the Kentucky Public Service Commission.

Reporting Entity

Hardin County Water District No. 1's financial statements include the operations of all entities for which the District exercises oversight responsibilities. Oversight responsibility includes, but is not limited to, financial interdependency, selection of the governing authority, designation of management, ability to significantly influence operations and accountability for fiscal matters. The only entity included in these financial statements are the general operations of Hardin County Water District No. 1.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting.

The District reports all revenue and expenses as operating, except interest income and expense, gains and losses on asset sales or disposals and capital contributions.

Fund Accounting

The District maintains a County Water Fund, Ft. Knox Water Fund, Ft. Knox Sewer Fund, Radcliff Sewer Fund and a Ft. Knox Stormwater Fund.

Accounts Receivable

The County Water Fund's accounts receivable is net of an allowance for uncollectible accounts of \$2,193 at December 31, 2017. The allowance is increased by charges to bad debts and decreased by write-offs. Management's periodic evaluation of the adequacy of the allowance is based on the District's aged accounts receivable balances. The Ft. Knox Water Fund, both sewer funds and the Stormwater Fund do not carry an allowance for doubtful accounts based upon historical experience.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County Employees' Retirement System (CERS) and additions to/deductions from CERS' fiduciary net position have been determined on the same basis as they are reported by CERS. For this purpose, benefit payments, including refunds of employee contributions, are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

Interfund Transactions

The asset "due from other funds" and the liability "due to other funds" represent amounts transferred between the funds owed for personnel and other operating and non-operating expenses. The "due to" and "due from" are offset in the statement of net position.

The asset "interfund receivable" and the liability "interfund payable" represent long term interfund obligations. The "receivable" and "payable" are offset in the statement of net position.

Inventory

The water fund's inventory is composed of chemicals, equipment and supply-type items used for routine maintenance and repairs and new water lines. The sewer fund's inventory consists of chemicals. The inventory is stated at the lower of cost (first-in, first-out method) or market.

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Restricted Assets

The water and sewer funds' restricted assets consist of certificates of deposit and non-interest-bearing accounts.

When both restricted and unrestricted resources are available for use, the District's Board of Commissioners makes a determination as to which resource should first be used.

Investments

It is the policy of the District to invest public funds in a manner which will provide the highest investment return with the maximum security of principal while meeting the daily cash flow demands of the District and conforming to all state statutes and District regulations governing the investment of public funds. As of December 31, 2017, all investments of the District were in certificates of deposit and were valued at cost.

Capital Assets

The water, sewer and stormwater funds' property and equipment assets are recorded at cost or, if contributed, at donor cost or appraised value at date of acquisition. Interest relating to the financing of projects under construction, is capitalized under the District's capital financing plans and rate-setting methodology. Depreciation is computed by the straight-line method based on the estimated useful life of the depreciable property. Plant and lines are capitalized with lives ranging from 5-65 years and vehicles and equipment are capitalized with lives ranging from 5-35 years. Land is not subject to depreciation. Expenditures for maintenance and repairs are charged to expense as incurred whereas expenditures, including associated labor, for installation, renewals or betterments are generally capitalized.

Amortization

The sewer fund's City of Radcliff sewer acquisition costs are being amortized using the straight-line method over a period of twenty-five years. The sewer fund is amortizing costs incurred for a rate case during 2014 over a period of 5 years. The costs are being amortized in the Radcliff Sewer Fund.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents. Investments classified as restricted assets are not included as a cash and cash equivalents. Short-term certificates of deposit mature during the upcoming year, but do not meet the definition of a cash equivalent and therefore, are not classified as such.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Accordingly, actual results could differ from those estimates.

Management's Review of Subsequent Events

The District has evaluated and considered the need to recognize or disclose subsequent events through July 5, 2018, which represents the date these financial statements were available to be issued. Subsequent events past this date, as they pertain to the fiscal year ended December 31, 2017, have not been evaluated by the District.

2. CASH AND INVESTMENTS

Kentucky Revised Statutes authorize local governmental units to invest in obligations of the United States and its agencies, obligations of the Commonwealth of Kentucky and its agencies, shares in savings and loan associations insured by federal agencies, deposits in national or state chartered banks insured by federal agencies, larger amounts in such institutions providing such banks pledge as security obligations of the United States Government or its agencies, and certificates of deposit issued by a bank or savings and loan institution rated in one of the three highest categories by a nationally recognized rating agency.

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investment or collateral securities that are in the possession of an outside party. In order to anticipate market changes and provide a level of security for all funds, the collateralization level shall be one hundred percent of the market value of the principal, plus accrued interest.

The majority of the District's deposits and investments at December 31, 2017, were covered by federal depository insurance or by collateral held by the custodial banks in the District's name. At December 31, 2017, the District had \$30,344,351 in banks, of which \$3,742,041 was uncollateralized. The entire uncollateralized balance consisted of certificates of deposit held at a single financial institution which is rated in one of the three highest categories by a nationally recognized rating agency.

The following is a detail of the District's deposit coverage at December 31, 2017:

FDIC insured (or equivalent)	\$	753,086
Collateralized by securities held by the bank in the District's name		25,849,224
Uncollateralized certificates of deposit		3,742,041
Total cash and investments in banks	<u>\$</u>	30,344,351

Cash and investments are classified as follows as of December 31, 2017:

Unrestricted: Cash and cash equivalents: Revenue fund Other	\$ 23,863,998
Short-term investments: Certificates of deposit	24,587,369 3,992,041
Total unrestricted	28,579,410
Restricted: Long-term reserved funds: Debt service reserve Bond reserve fund 2016 Sinking fund interest 2016 Sinking fund principal 2016 Debt service reserve 2016 Depreciation fund Total restricted	342,474 100,000 23,309 148,333 417,342 757,280 1,788,738
Total reported cash and investments	\$ 30,368,148

3. CAPITAL ASSETS

A summary of capital asset activity during the fiscal year follows:

•	Balance Jan 1, 2017	Additions	Retirements	Balance Dec. 31, 2017
Capital assets not depreciated:	-			·
Land and easements	\$ 282,589	\$ 65,762	\$ -	\$ 348,351
Construction in process	9,713,951	4,778,034	-	14,491,985
Capital assets that are depreciated:				, ,
Plant and lines	183,274,884	5,291,118	(248,898)	188,317,104
Vehicles and equipment	8,346,474	722,209	(209,608)	8,859,075
Total plant and equipment	201,617,898	10,857,123	(458,506)	212,016,515
Less: accumulated depreciation	<u>102,588,054</u>	<u>3,743,254</u>	(346,706)	105,984,602
Capital assets, net	\$ 99,029,844	<u>\$ 7,113,869</u>	<u>\$ (111,800)</u>	<u>\$ 106,031,913</u>

Depreciation expense for all combined funds totaled \$3,743,254 for the year ended December 31, 2017.

4. LONG-TERM LIABILITIES

Some of the construction costs of the District's water and sewer facilities have been financed by issuance of revenue bonds and revolving notes authorized under Kentucky Revised Statutes.

Bonds and notes payable of the County Water, Ft. Knox Water and Radcliff Sewer Funds consists of the following at December 31, 2017:

2016 Revenue bonds, various semi-annual principal and interest payments at 1.4% - 1.7% through September 1, 2025, secured by the revenues of the District.	\$ 3,710,000
2002 Revenue Bonds, various semi-annual principal payments with monthly interest payments at a variable rate which is to be the lowest interest rate on the determination date at which the bonds can be remarketed at par for the interest rate period through September 1, 2022, secured by a letter of credit issued from Cecilian Bank.	1,500,000
1997 KIA Wastewater Revolving Loan, various semi-annual principal and interest payments at a rate of interest of 3.8% through December 1, 2018, secured by the revenues of the District.	<u>336,365</u>
Total debt Less: current portion	5,546,365 1,081,365
Total long-term debt	<u>\$ 4,465,000</u>

4. LONG-TERM LIABILITIES (CONTINUED)

Debt maturities for the County Water Fund are as follows:

Fiscal Year	Principal	Interest	Total
2018 2019 2020 2021 2022 2023-2025	\$ 745,000 745,000 755,000 760,000 760,000 	\$ 118,387 98,657 79,038 59,057 39,115 49,385	\$ 863,387 843,657 834,038 819,057 799,115
	<u>\$ 5,210,000</u>	<u>\$ 443,639</u>	<u>\$ 5,653,639</u>

Debt maturities for the Radcliff Sewer Fund are as follows:

Fiscal Year	Principal	Interest	Total
2018	<u>\$ 336,365</u>	<u>\$ 10,123</u>	<u>\$ 346,488</u>
Total bond and related debt maturities	<u>\$ 5,546,365</u>	<u>\$ 453,762</u>	\$ 6,000,127

Changes in long-term liabilities are as follows:

	Balance Jan 1, 2017	Additions	Payments	Balance Dec. 31, 2017	Due within one year
Long-term debt Net pension liability Compensated absences	\$ 6,622,135 5,533,595 s <u>82,124</u>	\$ - 1,108,095 <u>26,827</u>	\$ (1,075,770) - -	\$ 5,546,365 6,641,690 108,951	\$ 1,081,365 -
Net long-term liabilities	<u>\$ 12,237,854</u>	<u>\$ 1,134,922</u>	<u>\$ (1,075,770)</u>	\$12,297,006	\$ 1,081,36 <u>5</u>

5. COMPLIANCE WITH BOND INDENTURE

Under covenants of the bond ordinance, certain funds have been established. These funds and their current financial requirements are presented in summary as follows:

Sinking Fund – There is to be a monthly deposit of an amount equal to 1/12 of the next ensuing principal payment due and 1/6 of the next ensuing interest payment due for the 2016 issue. These funds are used to pay maturing bond and interest coupons on the aforementioned issue. The amount held in the Sinking Fund as of December 31, 2017 was \$171,642.

5. COMPLIANCE WITH BOND INDENTURE (CONTINUED)

Debt Service Reserve Fund – This fund was established with the 2016 revenue bond issue and is required to have an amount equal to the lessor of: 10% of the proceeds of the bond issue, the maximum annual debt service of the bond issue, or 125% of the average annual debt service of the issue. The amount required to be held in the Debt Service Reserve Fund as of December 31, 2017 was \$416,500. The amount held in the Debt Service Reserve Fund as of December 31, 2017 was \$417,342.

Depreciation Fund – This fund receives \$8,500 monthly after the above transfers have been made until the total sum of \$750,000 has been established and maintained. This fund also receives the proceeds from the sale of any property and equipment. This fund may be used to purchase new or replacement property and equipment. Monies from this account are held by the bond custodian. At December 31, 2017, the District was fully funded with a balance of \$757,280.

Operating and Maintenance Fund – This fund receives, on a monthly basis, the remaining balance in the Revenue Fund after the above transfers have been made. This fund is used to pay operating expenditures. Any surplus left, after operating expenses have been met, may be added to the Debt Service Reserve.

Wastewater Revolving Loan Reserve – This loan requires the District to fund a reserve account in the amount of \$310,000. At December 31, 2017, the District funded this reserve in the amount of \$342,474.

2002 Adjustable Revenue Bonds Sinking Fund – The District filed Supplement No. 1 to Trust Indenture dated April 1, 2010. This supplement allows for a letter of credit to be issued by Cecilian Bank via a wrap around letter of credit from the Federal Home Loan Bank of Cincinnati as collateral for the original bond issue. As a result, the District is no longer required to fulfill the debt service reserve and depreciation fund requirements with the Bank of New York Mellon Trust Company. However, as of December 31, 2017, the District had reserved \$100,000 for future principal payments.

The bond ordinance calls for "net annual revenues" to exceed the maximum annual debt requirements of fixed rate bonds by 1.20 for the Water Fund. For the year ended December 31, 2017, the water fund ratio was 2.89.

6. LINE OF CREDIT

During 2016, the District opened up a line of credit at a local bank with a limit of \$5,000,000 that bears interest at a variable rate, with an initial rate of 3.5%. The line of credit was opened to provide short-term financing for various projects taken on by the District and is expected to be paid down shortly after each draw is taken. The entire balance of the line of credit as of December 31, 2017 is considered short-term debt.

Activity for the line of credit during the year is as follows:

	Balance Jan 1, 2017	Additions	Payments	Balance Dec. 31, 2017	
Line of credit	<u>\$ 589,119</u>	<u>\$ 2,217,347</u>	<u>\$ (929,956)</u>	<u>\$ 1,867,510</u>	

7. RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. In addition to its general liability insurance, the district also carries commercial insurance for all other risks of loss such as worker's compensation and accident coverage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

8. RETIREMENT PLAN

Hardin County Water District No. 1 is a participating employer of the County Employees' Retirement System (CERS). Under the provisions of Kentucky Revised Statute 61.645, the Board of Trustees of Kentucky Retirement Systems administers the CERS. The plan issues publicly available financial statements which may be downloaded from the Kentucky Retirement Systems website.

Plan Description – CERS is a cost-sharing multiple-employer defined benefit pension plan that covers substantially all regular full-time members employed in positions of each participating county, city, and school board, and any additional eligible local agencies electing to participate in the System. The plan provides for retirement, disability, and death benefits to plan members. Retirement benefits may be extended to beneficiaries of plan members under certain circumstances. Cost-of-living (COLA) adjustments are provided at the discretion of state legislature.

Contributions – For the year ended December 31, 2017, plan members were required to contribute 5.00% of wages for non-hazardous job classifications. Employees hired after September 2008 were required to contribute an additional 1% to cover the cost of medical insurance that is provided through CERS. Participating employers were required to contribute at an actuarially determined rate. Per Kentucky Revised Statute Section 78.545 (33), normal contribution and past service contribution rates shall be determined by the Board on the basis of an annual valuation last proceeding the July 1 of a new biennium. The Board may amend contribution rates as of the first day of July of the second year of a biennium, if it is determined on the basis of a subsequent actuarial valuation that amended contribution rates are necessary to satisfy requirements determined in accordance with actuarial basis adopted by the Board. For the year ended December 31, 2017, participating employers contributed 18.68% through June 30 and 19.18% thereafter, of each non-hazardous employee's wages, which is equal to the actuarially determined rate set by the Board. Administrative costs of Kentucky Retirement System are financed through employer contributions and investment earnings.

Plan members who began participating on, or after, January 1, 2014, were required to contribute to the Cash Balance Plan. The Cash Balance Plan is known as a hybrid plan because it has characteristics of both a defined benefit plan and a defined contribution plan. Members in the plan contribute a set percentage of their salary each month to their own account. Plan members contribute 5.00% of wages to their own account and 1% to the health insurance fund. The employer contribution rate is set annually by the Board based on an actuarial valuation. The employer contributes a set percentage of each member's salary. Each month, when employer contributions are received, an employer pay credit is deposited to the member's account. For non-hazardous members, their account is credited with a 4% employer pay credit. The employer pay credit represents a portion of the employer contribution.

The District contributed \$581,159 for the year ended December 31, 2017, or 100% of the required contribution. The contribution was allocated \$438,748 to the CERS pension fund and \$142,411 to the CERS insurance fund.

8. RETIREMENT PLAN (CONTINUED)

Benefits – CERS provides retirement, health insurance, death and disability benefits to Plan employees and beneficiaries. Employees are vested in the plan after five years' service.

For retirement purposes, employees are grouped into three tiers based on hire date:

Tier 1	Participation date Unreduced retirement Reduced retirement	Before September 1, 2008 27 years service or 65 years old At least 5 years service and 55 years old or at least 25 years service and any age
Tier 2	Participation date Unreduced retirement	September 1, 2008 - December 31, 2013 At least 5 years service and 65 years old or age 57+ and sum of service years plus age equal to 87+
	Reduced retirement	At least 10 years service and 60 years old
Tier 3	Participation date Unreduced retirement	After December 31, 2013 At least 5 years service and 65 years old
	Officadoea redicinent	or age 57+ and sum of service years plus age equal to 87+
	Reduced retirement	Not available

Cost of living adjustments are provided at the discretion of the General Assembly. Retirement is based on a factor of the number of years' service and hire date multiplied by the average of the highest five years' earnings. Reduced benefits are based on factors of both of these components. Participating employees become eligible to receive the health insurance benefit after at least 180 months of service. Death benefits are provided for both death after retirement and death prior to retirement. Death benefits after retirement are \$5,000 in lump sum. Five years' service is required for death benefits prior to retirement and the employee must have suffered a duty-related death. The decedent's beneficiary will receive the higher of the normal death benefit and \$10,000 plus 25% of the decedent's monthly final rate of pay and any dependent child will receive 10% of the decedent's monthly final rate of pay up to 40% for all dependent children. Five years' service is required for nonservice-related disability benefits.

Pension Liabilities, Expense, Deferred Outflows of Resources and Deferred Inflows of Resources — At December 31, 2017, the District reported a liability of \$6,641,690 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating entities, actuarially determined. At June 30, 2017, the District's proportion was .113469 percent, which was an increase of .001080 percent from its proportion measured as of June 30, 2016.

For the year ended December 31, 2017, the District recognized pension expense of \$1,417,829. At December 31, 2017, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Outflows of Resources	Inflows of Resources		
Differences between expected and actual results	\$ 8,23	8 \$ 168,593		
Changes of assumptions	1,225,56	8 -		
Net difference between projected and actual earnings on Plan investments	82,15	0 -		
Changes in proportion and differences between District				
contributions and proportionate share of contributions	422,60	5 1,009		
District contributions subsequent to the measurement date	242,06	1		
Total	<u>\$ 1,980,62</u>	<u>2 \$ 169,602</u>		

Deferred

8. RETIREMENT PLAN (CONTINUED)

The \$242,061 of deferred outflows of resources resulting from the District's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending December 31, 2017. Other amounts reported as deferred outflows of resources and deferred inflows of resources will be recognized in pension expense as follows:

Year ending December 31,	
2018	\$ 800,634
2019	619,398
2020	231,631
2021	(82,704)

Actuarial Assumptions – The total pension liability in the June 30, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation 2.30%

Salary increases 3.05%, average, including inflation

Investment rate of return 6.25%, net of Plan investment expense, including inflation

Mortality rates were based on the RP-2000 Combined Mortality Table projected with Scale BB to 2013 (multiplied by 50% for males and 30% for females). For healthy retired members and beneficiaries, the mortality table used is the RP-2000 Combined Mortality Table projected with Scale BB to 2013 (set back 1 year for females). For disabled members, the RP-2000 Combined Disabled Mortality Table projected with Scale BB to 2013 (set back 4 years for males) is used for the period after disability retirement.

The actuarial assumptions used in the June 30, 2017 valuation were based on the results of an actuarial experience study for the period July 1, 2008 - June 30, 2013.

The long-term expected return on plan assets is reviewed as part of the regular experience studies prepared every five years. Several factors are considered in evaluating the long-term rate of return assumptions including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed by the investment consultant for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation. The capital market assumptions developed by the investment consultant are intended for use over a 10-year horizon and may not be useful in setting the long-term rate of return for funding pension plans which covers a longer time frame. The assumption is intended to be a long-term assumption and is not expected to change absent a significant change in the asset allocation, a change in the inflation assumption, or a fundamental change in the market that alters expected returns in future years.

The target allocation and best estimates of nominal real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-term Nominal Real Rate of Return
U.S Equity	26.5%	11.27%
Non-U.S. Equity	26.5%	2.83%
Fixed Income	12.0%	7.69%
Real Return	8.0%	4.00%
Real Estate	5.0%	5.95%
Absolute Return	10.0%	3.96%
Private Equity	10.0%	10.95%
Cash Equivalent	2.0%	3.65%
Total	100%	

8. RETIREMENT PLAN (CONTINUED)

Discount Rate — The discount rate used to measure the total pension liability was 6.25 percent. The projection of cash flows used to determine the discount rate assumed that local employers would contribute the actuarially determined contribution rate of projected compensation over the remaining 26 year amortization period of the unfunded actuarial accrued liability. The actuarial determined contribution rate is adjusted to reflect the phase in of anticipated gains on actuarial value of assets over the first four years of the projection period. The discount rate does not use a municipal bond rate.

Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate — The following presents the District's proportionate share of the net pension liability calculated using the discount rate of 6.25 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage-point higher (7.25 percent) than the current rate:

	District's proportionate sh of net pension			
	Discount rate		liability	
1% decrease	5.25%	\$	8,376,589	
Current discount rate	6.25%	\$	6,641,690	
1% increase	7.25%	\$	5,190,435	

Payable to the Pension Plan – At December 31, 2017, the District did not have a payable for oustanding contributions to the pension plan required for the year ended December 31, 2017.

9. SUBSEQUENT EVENT

For the year ending December 31, 2018, the District will be required to report their proportionate share of the net liability associated with the CERS Insurance Plan's net other post-employment benefits (OPEB), in accordance with Governmental Accounting Standards Board Statement No. 75, Accounting and Financial Reporting for Post-employment Benefits other than Pensions. The District is analyzing the impact of the new standard but expects to record a net OPEB liability, estimated at \$2,281,115.

REQUIRED SUPPLEMENTARY INF	FORMATION	
·		

HARDIN COUNTY WATER DISTRICT No. 1 REQUIRED SUPPLEMENTARY SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY Last Four Fiscal Years

	2017	2016	2015	2014
District's proportion of the net pension liability	0.113469%	0.112389%	0.087805%	0.087998%
District's proportionate share of the net pension liability (asset)	\$ 6,641,690	\$ 5,533,595	\$ 3,775,211	\$ 2,855,000
District's covered employee payroll	\$ 2,696,840	\$ 2,291,730	\$ 2,097,077	\$ 1,981,572
District's share of the net pension liability (asset) as a percentage of its covered employee payroll	246.28%	241.46%	180.02%	144.08%
Plan fiduciary net position as a percentage of the total pension liability	53.32%	55.50%	59.97%	66.80%

Notes:

There were no changes in benefit terms. However, the following changes in assumptions were modified as of the June 30, 2017 valuation:

The District's covered payroll reported above is payroll for the corresponding measurement date of the net pension liability and differs from the District's fiscal year payroll, reported on the Schedule of Contributions.

The assumed investment rate of return was decreased from 7.5% to 6.25%.

The assumed rate of inflation was reduced from 3.5% to 2.3%.

Payroll growth assumption was reduced from 4% to 2%.

HARDIN COUNTY WATER DISTRICT No. 1 REQUIRED SUPPLEMENTARY SCHEDULE OF CONTRIBUTIONS Last Five Fiscal Years

	2017	2016	2015	2014	2013
Contractually required employer contribution Contributions relative to contractually	\$ 438,748	\$ 350,063	\$ 275,816	\$ 278,406	\$ 244,914
required employer contribution	438,748	350,063	275,816	278,406	244,914
Contribution deficiency (excess)	\$	\$ -	\$ -	\$	\$
District's covered employee payroll Employer contributions as a percentage	\$ 3,066,388	\$ 2,696,840	\$ 2,291,730	\$ 2,097,077	\$ 1,981,572
of covered-employee payroll	14.31%	12.98%	12.04%	13.28%	12.36%

Notes:

There were no changes in benefit terms. However, the following changes in assumptions were modified as of the June 30, 2017 valuation:

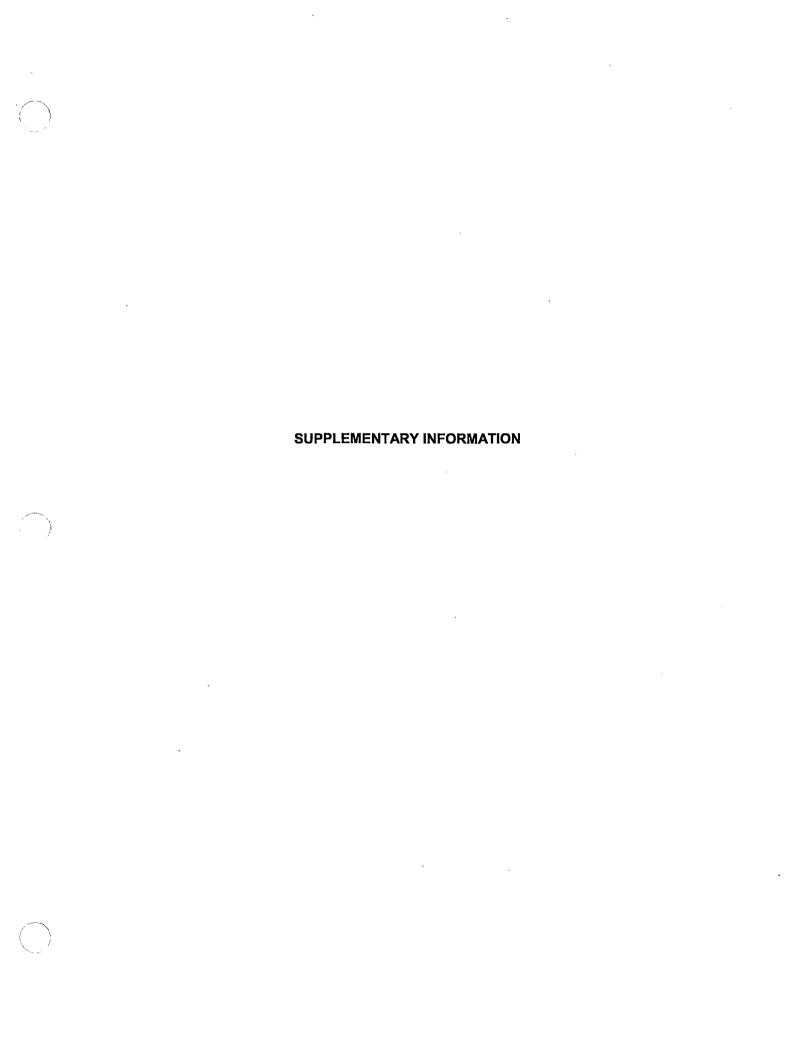
The assumed investment rate of return was decreased from 7.5% to 6.25%.

The assumed rate of inflation was reduced from 3.5% to 2.3%.

Payroll growth assumption was reduced from 4% to 2%.

Contractually required employer contributions exclude the portion of contributions paid to CERS but allocated to the insurance fund of the CERS. The above contributions only include those contributions allocated directly to the CERS pension fund.

The District's covered payroll reported above is payroll for the District's corresponding fiscal year and differs from the covered payroll reported on the Schedule of Proportionate Share of the Net Pension Liability.



HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF REVENUES AND EXPENSES - ACTUAL TO BUDGET COUNTY WATER FUND

	Original Budget	Amended Budget	Actual	Variance
OPERATING REVENUE	_	J		
Metered water sales	\$ 3,461,100	\$ 3,461,100	\$ 3,216,422	\$ (244,678)
Wholesale sales	826,000	826,000	713,552	(112,448)
Sewer billing contract revenue	44,700	44,700	46,590	` 1,890 [′]
Penalties, service fees and reimbursements	346,800	346,800	329,231	(17,569)
Total operating revenue	4,678,600	4,678,600	4,305,795	(372,805)
OPERATING EXPENSES				
Treatment	1,090,283	1,090,283	1,093,117	2,834
Transmission and distribution	792,388	792,388	842,837	50,449
Customer service	328,845	328,845	356,676	27,831
General and administrative expenses	440,780	440,780	492,814	52,034
Purchased water	94,907	94,907	8,263	(86,644)
General maintenance	106,169	106,169	69,161	(37,008)
Source of supply	13,300	13,300	16,068	2,768
Total operating expense	2,866,672	2,866,672	2,878,936	12,264
Operating income before depreciation	1,811,928	1,811,928	1,426,859	(385,069)
Depreciation and amortization expense	(1,352,061)	(1,352,061)	(1,096,156)	255,905
OPERATING INCOME	459,867	459,867	330,703	(129,164)
Non-operating income (expenses)				
Interest income	15,600	15,600	18,869	3,269
Interest expense	(159,400)	(159,400)	(103,066)	56,334
Transfers in (out)	-	-	300	300
Gain on sale of equipment			13,242	13,242
INCOME BEFORE				
CAPITAL CONTRIBUTIONS	316,067	316,067	260,048	(56,019)
Grants	68,700	68,700	352,441	283,741
Tap fees	22,500	22,500	84,139	61,639
Customer contributions			27,810	27,810
CHANGE IN NET POSITION	\$ 407,267	\$ 407,267	\$ 724,438	\$ 317,171

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF REVENUES AND EXPENSES - ACTUAL TO BUDGET FORT KNOX WATER FUND

	Original Budget	Amended Budget	Actual	Variance
OPERATING REVENUE			, totali	variation
Metered water sales	\$ 3,038,200	\$ 3,038,200	\$ 3,038,167	\$ (33)
Penalties, service fees and reimbursements	4,800	4,800	2,309	(2,491)
·				
Total operating revenue	3,043,000	3,043,000	3,040,476	(2,524)
			 	
OPERATING EXPENSES				
Transmission and distribution	562,539	562,539	586,982	24,443
General and administrative expenses	2,112,564	2,112,564	2,008,032	(104,532)
Total operating expense	2,675,103	2,675,103	2,595,014	(80,089)
	·			
Operating income before depreciation	367,897	367,897	445,462	77,565
Depreciation and amortization expense	(405,631)	(405,631)	(516,117)	(110,486)
OPERATING (LOCG)	(07.704)	(07.704)	(70.055)	(00.004)
OPERATING (LOSS)	(37,734)	(37,734)	(70,655)	(32,921)
Non-operating income (expenses)				
Interest income	73,600	73,600	176,737	103,137
Transfers in (out)	70,000	10,000	(260)	(260)
Loss on disposal of equipment	_	_	(32,393)	(32,393)
2000 of disposar of oquipmont			(02,000)	(02,000)
WAARE DEFADE				
INCOME BEFORE	05.000	05.000	70.400	07.500
CAPITAL CONTRIBUTIONS	35,866	35,866	73,429	37,563
T f			4.000	4 000
Tap fees Customer contribution	202 700	202 700	1,023	1,023
Customer continuation	302,700	302,700	302,664	(36)
OLIANOE IN MET POSITION	Φ 000 F00	A 000 FCC	Ф 077.440	6 00 550
CHANGE IN NET POSITION	<u>\$ 338,566</u>	<u>\$ 338,566</u>	<u>\$ 377,116</u>	<u>\$ 38,550</u>

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF REVENUES AND EXPENSES - ACTUAL TO BUDGET FORT KNOX SEWER FUND

	Original	Amended		
	Budget	Budget	Actual	Variance
OPERATING REVENUE	A A A A A A A A A A A A A A A A A A A	A C C C C C C C C C C		
Sewer service revenue	\$ 2,927,527	\$ 2,927,527	\$ 2,911,459	\$ (16,068)
Penalties, service fees and reimbursements	1,000	1,000	411	(589)
Total operating revenue	2,928,527	2,928,527	2,911,870	(16,657)
OPERATING EXPENSES				
Treatment	298,666	298,666	528,261	229,595
Transmission and distribution	240,559	240,559	336.917	96,358
Sewer administration	· <u>-</u>		108,822	108,822
Professional services	11,480	11,480	45,036	33,556
Contractual obligations	1,006,545	1,006,545	1,218,329	211,784
Insurance	36,680	36,680	33,071	(3,609)
Customer service	122,230	122,230	205,786	83,556
Other	17,062	17,062	25,634	8,572
Total operating expense	1,733,222	1,733,222	2,501,856	768,634
Operating income before depreciation	1,195,305	1,195,305	410,014	(785,291)
Depreciation and amortization expense	(836,739)	(836,739)	(887,289)	(50,550)
OPERATING INCOME (LOSS)	358,566	358,566	(477,275)	(835,841)
Non-operating income (expenses)				
Interest income	13,600	13,600	38,593	24,993
Interest expense	(1,000)	(1,000)	(1,053)	(53)
Transfers in (out)	-	-	(396)	(396)
Loss on disposal of equipment	<u>-</u>		(37,890)	(37,890)
INCOME BEFORE				
CAPITAL CONTRIBUTIONS	274 466	274 466	(470.004)	(040 407)
CAPITAL CONTRIBUTIONS	371,166	371,166	(478,021)	(849,187)
Customer contributions	528,900	528,900	398,065	(130,835)
CHANGE IN NET POSITION	\$ 900,066	\$ 900,066	\$ (79,956)	\$ (980,022)

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF REVENUES AND EXPENSES - ACTUAL TO BUDGET RADCLIFF SEWER FUND

OPERATING REVENUE	Original Budget	Amended Budget	Actual	Variance
Sewer service revenue	₾ 0.046.70E	¢ 0.046.705	Ф 0 747 004	ф (400 404)
	\$ 3,846,725	\$ 3,846,725	\$ 3,717,261	\$ (129,464)
Penalties, service fees and reimbursements	229,500	229,500	239,176	9,676
Total operating revenue	4,076,225	4,076,225	3,956,437	(119,788)
OPERATING EXPENSES				
Treatment	606,657	606,657	541,182	(65,475)
Transmission and distribution	833,014	833,014	878,967	45,953
Professional services	14,980	14,980	13,316	(1,664)
Insurance	31,400	31,400	33,912	2,512
Customer service	551,182	551,182	550,797	(385)
Sewer administration	119,567	119,567	103,210	(16,357)
Sewer commission	12,577	12,577	14,331	1,754
System maintenance	8,441	8,441	3,736	(4,705)
Total operating expense	2,177,818	2,177,818	2,139,451	(38,367)
Operating income before depreciation	1,898,407	1,898,407	1,816,986	(81,421)
Depreciation and amortization expense	(1,131,037)	(1,131,037)	(1,173,715)	(42,678)
OPERATING INCOME (LOSS)	767,370	767,370	643,271	(124,099)
Non-operating income (expenses)				
Interest income	10,200	10,200	19,489	9,289
Interest expense	(25,500)	(25,500)	(25,579)	(79)
Transfers in (out)	-	-	307	307
Loss on disposal of equipment		<u>-</u>	(24,625)	(24,625)
INCOME (LOSS) BEFORE				
CAPITAL CONTRIBUTIONS	752,070	752,070	612,863	(139,207)
Grants	6,803,309	6,803,309	2,334,586	(4,468,723)
Tap fees	1,500	1,500		(1,500)
CHANGE IN NET POSITION	\$ 7,556,879	\$ 7,556,879	\$ 2,947,449	\$ (4,609,430)

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF REVENUES AND EXPENSES - ACTUAL TO BUDGET STORMWATER FUND

ODEDATING DEVENUE	Original Budget	Amended Budget	Actual	Variance
OPERATING REVENUE	6 477.000	ф 477 000	6 477 700	, (0)
Stormwater revenue	\$ 477,800	\$ 477,800	\$ 477,792	\$ (8)
Penalties, service fees and reimbursements	7,400	7,400	5,324	(2,076)
Total operating revenue	485,200	485,200	483,116	(2,084)
OPERATING EXPENSES				
Transmission and distribution	58,564	58,564	26,178	(32,386)
Professional services	3,953	3,953	3,786	(167)
Contractual obligations	160,129	160,129	170,826	10,697
Insurance	4,920	4,920	4,099	(821)
Customer service	809	809	808	` (1)
Other	37,567	37,567	33,426	(4,141)
Total operating expense	265,942	265,942	239,123	(26,819)
Operating income before depreciation	219,258	219,258	243,993	24,735
Depreciation and amortization expense	(73,789)	(73,789)	(109,855)	(36,066)
OPERATING INCOME	145,469	145,469	134,138	(11,331)
Non-operating income (expenses)				
Interest income	1,800	1,800	10,451	8,651
Transfers in (out)	-	-	49	49
Loss on disposal of equipment			(24)	(24)
INCOME BEFORE				
CAPITAL CONTRIBUTIONS	147,269	147,269	144,614	(2,655)
Customer contributions	160,000	160,000	158,090	(1,910)
CHANGE IN NET POSITION	\$ 307,269	\$ 307,269	\$ 302,704	\$ (4,565)

COMBINING FUND STATEMENTS

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING WATER STATEMENT OF NET POSITION December 31, 2017

ASSETS Current assets	County Water	Ft. Knox Water	Total	2016 Totals
Cash and cash equivalents	\$ 1,194,569	\$ 15,565,451	\$ 16,760,020	\$ 17,190,667
Short-term certificates of deposit	806,928	3,185,113	3,992,041	3,274,087
Customer accounts receivable, net Other accounts receivable	312,292 12,187	490,188 577	802,480 12,764	519,234 1.864.594
Interest receivable	2,365	11,962	14,327	11,771
Due from other funds	82,313		82,313	
Inventory - materials and supplies Prepaid expenses	241,127 60,061	58,347 10,004	299,474 70,065	265,626 94,092
Total current assets	2,711,842	19,321,642	22,033,484	23,220,071
Other assets			<u> </u>	
Long-term certificates of deposits Restricted assets - reserve funds	- 1,446,264	<u> </u>		669,149 1,330,633
Total other assets	1,446,264	<u>-</u>	1,446,264	1,999,782
Capital assets				
Land and easements	338,807		338,807	273,045
Construction in progress Plant and lines	9,303,662 41,433,112	1,502,953 15,126,508	10,806,615 56,559,620	7,054,055 54,059,015
Vehicles and equipment	4,131,787	1,878,612	6,010,399	5,914,737
Total	55,207,368	18,508,073	73,715,441	67,300,852
Less: accumulated depreciation	(17,841,406)	(2,485,177)	(20,326,583)	(18,862,530)
Total capital assets	37,365,962	16,022,896	53,388,858	48,438,322
Total assets	41,524,068	35,344,538	76,868,606	73,658,175
DEFERRED OUTFLOWS OF RESOURCES Deferred outflows of resources - pension	845,355	358.066	1,203,421	1,159,959
TOTAL ASSETS AND DEFERRED				
OUTFLOWS OF RESOURCES	\$ 42,369,423	\$ 35,702,604	\$ 78,072,027	\$ 74,818,134
LIABILITIES AND NET POSITION Current liabilities				
Accounts payable	\$ 296,972	\$ 334,896	\$ 631,868	\$ 1,930,528
Due to other funds Customers' deposits	197,889	64,392	64,392 197,889	118,653 188,209
Accrued expenses	52,537	13,540	66,077	59,915
Reserve for unclaimed funds - escheatment	8,292	-	8,292	8,272
Uneamed revenue	37,971	-	37,971	40,736 585,119
Line of credit Liabilities payable from restricted assets:	1,867,510	-	1,867,510	505,119
Current portion of long-term debt	745,000	_	745,000	751,832
Accrued interest on long-term debt	19,219		19,219	5,899
Total current liabilities	3,225,390	412,828	3,638,218	3,689,163
Long-term liabilities				
Bonds payable Net pension liability	4,465,000 2,834,758	1,200,714	4,465,000 4,035,472	5,210,000 3,805,746
Interfund loan	2,600,000	-	2,600,000	-
Compensated absences	81,657	11,237	92,894	75,330
Total long-term liabilities	9,981,415	1,211,951	11,193,366	9,091,076
Total liabilities	13,206,805	1,624,779	14,831,584	12,780,239
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources - pension	72,389	30,661	103,050	2,056
Net position	00 000 000	40,000,000	40,000,400	44 005 470
Net investment in capital assets Restricted	30,269,233 1,446,264	16,022,896	46,292,129 1,446,264	41,885,472 1,330,633
Unrestricted	(2,625,268)	18,024,268	15,399,000	18,819,734
Total net position	29,090,229	34,047,164	63,137,393	62,035,839
TOTAL LIABILITIES, DEFERRED INFLOWS	* 40 000 400	# OF 700 00 '	f 70 070 007	6 74 040 404
OF RESOURCES AND NET POSITION	\$ 42,369,423	\$ 35,702,604	\$ 78,072,027	<u>\$ 74,818,134</u>

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING WATER STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION for the year ended December 31, 2017

	County Water	Fort Knox Water	Total	2016 Totals
OPERATING REVENUE	Water	Water	iotai	Iotais
Metered water sales	\$ 3,216,422	\$ 3,038,167	\$ 6,254,589	\$ 6,679,101
Wholesale sales	713,552	-	713,552	682,904
Sewer billing contract revenue	46,590	-	46,590	42,279
Penalties, service fees and reimbursements	329,231	2,309	331,540	664,477
Total operating revenue	4,305,795	3,040,476	7,346,271	8,068,761
OPERATING EXPENSES				
Treatment	1,093,117	-	1,093,117	977,320
Distribution	842,837	586,982	1,429,819	1,504,122
Customer service	356,676	-	356,676	304,398
General and administrative expenses	492,814	2,008,032	2,500,846	2,487,749
Purchased water	8,263	-	8,263	20,955
General maintenance	69,161	-	69,161	70,464
Source of supply	<u>16,068</u>		<u>16,068</u>	<u> 15,123</u>
Total operating expense	2,878,936	2,595,014	5,473,950	5,380,131
Operating income before depreciation	1,426,859	445,462	1,872,321	2,688,630
Depreciation and amortization expense	(1,096,156)	(516,117)	(1,612,273)	(1,482,985)
OPERATING INCOME (LOSS)	330,703	(70,655)	260,048	1,205,645
Non-operating income (expenses)				
Interest income	18,869	176,737	195,606	88,108
Interest expense	(103,066)	-	(103,066)	(234,508)
Cost of bond issuance	-	-		(68,666)
Transfers in (out)	300	(260)	40	45
Gain (loss) on sale of equipment	13,242	(32,393)	(19,151)	(29,107)
INCOME BEFORE				
CAPITAL CONTRIBUTIONS	260,048	73,429	333,477	961,517
Capital Contributions				
Grants	352,441	-	352,441	4,507,657
Tap fees	84,139	1,023	85,162	54,564
Customer contributions	27,810	302,664	330,474	3,700,035
CHANGE IN NET POSITION	724,438	377,116	1,101,554	9,223,773
Net position, beginning of year	28,365,791	33,670,048	62,035,839	52,812,066
NET POSITION, END OF YEAR	\$ 29,090,229	\$ 34,047,164	\$ 63,137,393	\$ 62,035,839

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING WATER STATEMENT OF CASH FLOWS for the year ended December 31, 2017

·	County Water	Ft. Knox Water	Total	2016 Totals
CASH FLOWS FROM OPERATING ACTIVITIES	6 4004.075	£ 2.405.500	* 7.400.400	
Receipts from customers Payments to suppliers	\$ 4,264,875 (944,460)	\$ 3,195,528 (2,063,821)	\$ 7,460,403 (3,008,281)	\$ 8,080,442 (3,479,026)
Payments for employee services and benefits	(1,497,729)	(554,032)	(2,051,761)	(2,035,559)
Net cash provided by operating activities	1,822,686	577,675	2,400,361	2,565,857
CASH FLOWS FROM CAPITAL AND RELATED				
FINANCING ACTIVITIES				
Receipts (payments) on interfund loans	2,467,260	(4,092)	2,463,168	(105,584)
Net cash provided by (used in) non-capital				
financing activities	2,467,260	(4,092)	2,463,168	(105,584)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal paid on long-term debt	(745,000)	(6,832)	(751,832)	(5,141,983)
Proceeds from issuance of debt		-	·	4,165,000
Line of credit proceeds, net of payments	1,282,391	-	1,282,391	585,119
Interest paid on long-term debt Contributions in aid of construction	(89,746) 84,139	303,687	(89,746)	(277,903) 3,686,533
Grants received	1,835,361	303,007	387,826 1,835,361	3,234,892
Proceeds from sale of equipment	19,353	1,740	21,093	9,069
Acquisition and construction of capital assets	(6,409,687)	(1,598,196)	(8,007,883)	(4,801,039)
Cash (paid) under advance construction contract				(63,241)
				(03,241)
Net cash provided by (used in) capital and related financing activities	(4,023,189)	(1,299,601)	(5,322,790)	1,396,447
CASH FLOWS FROM INVESTING ACTIVITIES	(1,020,100)		(0,022,700)	
Interest income	40.764	474 200	403.0E0	05.050
Redemption of investments	18,761	174,289	193,050	85,850 1,550,453
Purchase of investments	(124,725)	(39,711)	(164,436)	(1,278,836)
Net cash provided by (used in) Investing activities	(105,964)	134,578	28,614	357,467
NET INCREASE (DECREASE) IN CASH	160,793	(591,440)	(430,647)	4,214,187
Cash and cash equivalents, beginning of year	1,033,776	16,156,891	17,190,667	12,976,480
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,194,569	\$ 15,565,451	\$ 16,760,020	\$ 17,190,667
Reconciliation of operating income (loss) to net cash				
provided by operating activities:				
Operating income (loss)	\$ 330,703	\$ (70,655)	\$ 260,048	\$ 1,205,645
Adjustments to reconcile operating income to				
net cash provided by operating activities:	4 000 450	F40 447	4 040 070	4 400 005
Depreciation	1,096,156	516,117 (23,490)	1,612,273	1,482,985
Net change in pension liability Change in assets and liabilities:	310,740	(23,480)	287,260	245,228
Accounts receivable	(38,155)	155,052	116,897	(8,319)
Prepaid expenses	20,587	3,440	24,027	(4,275)
Inventory	(37,469)	3,622	(33,847)	125,274
Accounts payable	104,303	(1,262)	103,041	(488,270)
Unearned revenue	(2,765)	- (E 450)	(2,765)	20,000
Accrued expenses	16,399	(5,159)	11,240	(13,308)
Compensated absences Due to other funds	22,167	_	22,167	1,484
Other payables	20	<u>-</u>	20	(587)
Net cash provided by operating activities	\$ 1,822,686	\$ 577,675	\$ 2,400,361	\$ 2,565,857
Schedule of non-cash capital and financing activities:				
Capital asset additions included in accounts payable	<u>\$ (1,478,693)</u>	\$ 76,992	\$ (1,401,701)	\$ 1,591,349
Loss on disposal of assets allocated to other funds	\$ -	\$ -	\$ -	\$ 26,134

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING SEWER STATEMENT OF NET POSITION December 31, 2017

ASSETS	Ft. Knox Sewer	Radcliff Sewer	Total	2016 Totals
Current assets			_	
Cash and cash equivalents	\$ 3,970,349	\$ 2,702,181	\$ 6,672,530	\$ 7,244,754
Customer accounts receivable, net Grant receivable	472,975	232,199	705,174	1,179,276
Inventory - material and supplies	24,733 1,910	72,667 1,932	97,400 3,842	97,931 1,232
Prepaid expenses	9,652	38,864	48,516	48,119
Due from other funds	132,234	-	132,234	147,222
Total current assets	4,611,853	3,047,843	7,659,696	8,718,534
Other assets				
Interfund receivable	· _	2,600,000	2.600.000	_
Restricted assets - reserve funds	-	342,474	342,474	342,132
Unamortized rate case expense	_	43,603	43,603	74,381
Unamortized Radcliff acquisition costs, net	_	156,601	156,601	165,701
Total other assets		3,142,678	3,142,678	582,214
Capital assets	•			
Land and easements		9,544	9,544	9,544
Construction in progress	801,506	2,134,794	2,936,300	1,889,039
Plant and lines	87,508,145	38,698,639	126,206,784	123,990,991
Vehicles and equipment	1,131,076	1,576,086	2,707,162	2,313,322
Total	89,440,727	42,419,063	131,859,790	128,202,896
Less: accumulated depreciation	(65,725,883)	(19,410,532)	(85,136,415)	(83,312,973)
Total capital assets	23,714,844	23,008,531	46,723,375	44,889,923
Total assets	28,326,697	29,199,052	57,525,749	54,190,671
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows of resources - pension	247,263	529,938	777,201	526,634
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 28,573,960	\$ 29,728,990	\$ 58,302,950	<u>\$ 54,717,305</u>
LIABILITIES AND NET POSITION Current liabilities				
Accounts payable	\$ 202,719	\$ 155,294	\$ 358,013	\$ 444,881
Due to other funds	Ψ Z0Z,110	37,969	37,969	Ψ,ου·-
Customers' deposits	_	188,577	188,577	174,116
Accrued expenses	127,866	22,670	150,536	26,179
Liabilities payable from restricted assets:				,
Current portion of long-term debt	-	336,365	336,365	323,938
Accrued interest on long-term debt	· -	1,121	1,121	2,201
Total current liabilities	330,585	741,996	1,072,581	971,315
Long-term liabilities Compensated absences	e eee	9,502	16.057	6,794
Net pension liability	6,555 829,161	9,502 1,777,057	16,057 2,606,218	1,727,849
Bonds payable				336,365
Total long-term liabilities	835,716	1,786,559	2,622,275	2,071,008
Total liabilities	1,166,301	2,528,555	3,694,856	3,042,323
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources - pension	21,173	45,379	66,552	933
•				
Net position Net investment in capital assets	23,714,844	22,671,045	46,385,889	44,227,419
Restricted	23,7 14,044	342,474	342,474	342,132
Unrestricted	3,671,642	4,141,537	7,813,179	7,104,498
Total net position	27,386,486	27,155,056	54,541,542	51,674,049
·	21,000,400		<u> </u>	01,017,048
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND NET POSITION	\$ 28,573,960	\$ 29,728,990	\$ 58,302,950	\$ 54,717,305

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING SEWER STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION for the year ended December 31, 2017

	Ft. Knox Sewer	Radcliff Sewer	Total	2016 Totals
OPERATING REVENUE				
Sewer service revenue	\$ 2,911,459	\$ 3,717,261	\$ 6,628,720	\$ 6,566,433
Penalties, service fees and reimbursements	411	239,176	239,587	252,197
Total operating revenue	2,911,870	3,956,437	6,868,307	6,818,630
OPERATING EXPENSES				
Treatment	528,261	541,182	1,069,443	697,845
Distribution	336,917	878,967	1,215,884	923,764
Customer service	205,786	550,797	756,583	592,125
General and administrative expenses	1,430,892	164,769	1,595,661	2,121,759
General maintenance	-	<u>3,736</u>	3,736	6,769
Total operating expense	2,501,856	2,139,451	4,641,307	4,342,262
Operating income before depreciation	410,014	1,816,986	2,227,000	2,476,368
Depreciation and amortization expense	(887,289)	(1,173,715)	(2,061,004)	(1,946,607)
OPERATING INCOME (LOSS)	(477,275)	643,271	165,996	529,761
Non-operating income (expenses)				
Interest income	38,593	19,489	58,082	24,834
Interest expense	(1,053)	(25,579)	(26,632)	(38,206)
Transfers in (out)	(396)	307	(89)	(12,054)
(Loss) on sale of equipment	(37,890)	(24,625)	(62,515)	(94,220)
INCOME (LOSS) BEFORE CAPITAL CONTRIBUTIONS	(478,021)	612,863	134,842	410,115
Capital Contributions				
Grants	-	2,334,586	2,334,586	214,236
Customer contributions	398,065		398,065	656,499
CHANGE IN NET POSITION	(79,956)	2,947,449	2,867,493	1,280,850
Net position, beginning of year	27,466,442	24,207,607	51,674,049	50,393,199
NET POSITION, END OF YEAR	\$ 27,386,486	\$ 27,155,056	\$ 54,541,542	\$ 51,674,049

HARDIN COUNTY WATER DISTRICT No. 1 COMBINING SEWER STATEMENT OF CASH FLOWS for the year ended December 31, 2017

	Ft. Knox Sewer	Radcliff Sewer	Total	2016 Totals
CASH FLOWS FROM OPERATING ACTIVITIES Receipts from customers	\$ 3.381.294	£ 2.064.44E	f 7.242.400	₾ 6 EE6 077
Payments to suppliers	\$ 3,381,294 (1,631,323)	\$ 3,961,115 (1,174,948)	\$ 7,342,409 (2,806,271)	\$ 6,556,977 (3,035,997)
Payments for employee services and benefits	(194,240)	(949,274)	(1,143,514)	(949,185)
Net cash provided by operating activities	1,555,731	1,836,893	3,392,624	2,571,795
CASH FLOWS FROM CAPITAL AND RELATED				
FINANCING ACTIVITIES				
Receipts (payments) on interfund loans	(113,195)	(2,434,090)	(2,547,285)	44,498
Net cash provided (used) by non-capital	(440.405)	(0.404.000)	(0.547.005)	44.400
financing activities	(113,195)	(2,434,090)	(2,547,285)	44,498
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal paid on long-term debt	-	(323,938)	(323,938)	(311,971)
Interest paid on long-term debt	(1,053)	(26,659)	(27,712)	(39,246)
Contributions in aid of construction Grants received	444,036	46,700	490,736	865,957
Proceeds from sale of equipment	634	2,242,453 18,445	2,242,453 19,079	511,533 29,135
Acquisition and construction of capital assets	(1,114,228)	(2,761,693)	(3,875,921)	(1,634,901)
Net cash (used in) capital				
and related financing activities	(670,611)	(804,692)	(1,475,303)	(579,493)
	(0/0,011)	(00 1,002)	(1,470,000)	(0,0,100)
CASH FLOWS FROM INVESTING ACTIVITIES	22 522	40.400	F0 000	04.004
Interest income Purchase of investments	38,593	19,489 (342)	58,082 (342)	24,834 (389)
	<u>-</u>	(342)	(342)	(309)
Net cash provided by	00.500	40 447		04.445
investing activities	38,593	19,147	57,740	24,445
NET INCREASE (DECREASE) IN CASH	810,518	(1,382,742)	(572,224)	2,061,245
Cash and cash equivalents, beginning of year	3,159,831	4,084,923	7,244,754	5,183,509
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 3,970,349	\$ 2,702,181	<u>\$ 6,672,530</u>	<u>\$ 7,244,754</u>
Reconciliation of operating income (loss) to net cash provided by operating activities:				
Operating income (loss)	\$ (477,275)	\$ 643,271	\$ 165,996	\$ 529,761
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:				
Depreciation and amortization expense	887,289	1,173,715	2,061,004	1,946,607
Net change in pension liability	603,069	90,349	693,418	438,318
Change in assets and liabilities:				
Accounts receivable	469,424	4,678	474,102	(261,653)
Prepaid expenses	(6,800)	6,403 (700)	(397)	(972) 213
Inventory Accounts payable	(1,910) (48,236)	(700) (98,733)	(2,610) (146,969)	(65,413)
Accrued expenses	123,616	15,202	138,818	(28,220)
Other payables	6,554	2,708	9,262	13,154
Net cash provided by operating activities	\$ 1,555,731	\$ 1,836,893	\$ 3,392,624	\$ 2,571,795
Schedule of non-cash capital and financing activities:				
Fixed asset additions included in accounts payable	\$ 14,258	\$ 45,843	\$ 60,101	\$ 72,225
Loss on disposal of assets allocated from other funds	\$ -	\$ -	\$ -	\$ 24,051



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Commissioners Hardin County Water District No. 1

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Hardin County Water District No. 1, as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Hardin County Water District No. 1's basic financial statements and have issued our report thereon dated July 5, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Hardin County Water District No. 1's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hardin County Water District No. 1's internal control. Accordingly, we do not express an opinion on the effectiveness of the Hardin County Water District No. 1's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hardin County Water District No. 1's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RFH, PLLC Lexington, Kentucky July 5, 2018

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS December 31, 2017

Federal Grantor Program Title	Federal CFDA Number	Pass Through Contract Number	-	Federal enditures
United States Department of Agriculture Water and Waste Disposal Systems for Rural Communities	10.760	n/a	<u>\$</u>	758,151
Total United States Department of Agriculture			<u>\$</u>	758,151
Total expenditures of federal awards			\$	758,151

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the Hardin County Water District No. 1 and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Therefore, some amounts presented in, or used in the preparation of, the basic financial statements may differ from these numbers.

Note 2: Indirect Cost Rates

The Hardin County Water District No. 1 did not elect to use the 10 percent *de minimis* cost rate as allowed under the *Uniform Guidance*.

Note 3: The District did not pass through any funds to subrecipients.



INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Commissioners Hardin County Water District No. 1 Radcliff, Kentucky

Report on Compliance for Each Major Federal Program

We have audited the Hardin County Water District No. 1's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Hardin County Water District No. 1's major federal programs for the year ended December 31, 2017. The Hardin County Water District No. 1's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Hardin County Water District No. 1's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Hardin County Water District No. 1's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Hardin County Water District No. 1's compliance.

Opinion on Each Major Federal Program

In our opinion, the Hardin County Water District No. 1, complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

Report on Internal Control over Compliance

Management of the Hardin County Water District No. 1 is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Hardin County Water District No. 1's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Hardin County Water District No. 1's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

RFH, PLLC Lexington, Kentucky July 5, 2018

HARDIN COUNTY WATER DISTRICT No. 1 SCHEDULE OF FINDINGS AND QUESTIONED COSTS for the year ended December 31, 2017

I.

SUMMARY OF AUDITORS' RESULT	rs		
Financial Statements: Type of auditors' report issued: Unmo	odified		·
Internal control over financial reportir	ıg:		
Material weaknesses identified		_Yes	<u>X</u> No
Significant deficiencies identified the			
considered to be material weakn	esses	_Yes	X None reported
Non-compliance material to financial	statements noted	_Yes	<u>X</u> No
Federal Awards:			
Internal control over major programs	s:		
Material weaknesses identified		_Yes	<u>X</u> No
Significant deficiencies identified the	nat are not		
considered to be material weakn	esses	_Yes	X None reported
Type of auditors' report issued on co Unmodified for all major programs.		programs:	
Any audit findings disclosed that are accordance with 2 CFR 200.516(a)		ted in Yes	<u>X</u> .No
Major Programs:		v	
CFDA Number	Name of Foder	al Program or C	lustor
10.760			ms for Rural Communities
Dollar threshold used to distinguish b	etween type A		
and type B programs:		\$ 750,000	
Auditee qualified as a low-risk audite	e?	Yes	<u>X</u> No
II. FINDINGS RELATED TO FINANCIA	L STATEMENTS NONE		
III. FINDINGS AND QUESTIONED C	OSTS FOR FEDE NONE	RAL AWARDS	
IV. PRIOR YEAR FINDINGS			
	NONE		

- 11. Refer to the letter dated June 3, 2016, from Hardin District No. 1 to DLAE, which is the first page of Tab 3 (Hardin District No. 1's June 3, 2016 submittal to DLAE), in which Hardin District No. 1 discusses the estimated cost of the revised projects and states that "[t]his Proposal remains valid offer until August 1, 2016.".
 - a. State whether Hardin District No. 1 indicated that the Proposal would only remain valid through August 1, 2016, in part, because it did not want to be bound by cost estimates that would become stale through the passage of time.
 - b. If not, explain why Hardin District No. 1 indicated that the proposal would expire on August 1, 2016.
 - c. State whether Hardin District No. 1 contends that the estimated costs of the capital projects are still valid, and explain the basis for Hardin District No. 1's response.
 - d. Explain why Hardin District No. 1 made the revised proposal to DLAE on June 3, 2016, and indicated that the proposal would expire on August 1, 2016, but had not started construction on the projects as of the date of filing the application in this matter

ANSWER 11:

- a. HCWD1 did indicate that the Proposal would only remain valid through August 1, 2016, because it did not want to be bound by cost estimates that would become stale through the passage of time.
- b. N/A
- c. The estimated costs of the capital projects are no longer valid due to trade tariffs and inflation.
- d. HCWD1 experienced delays from DOD and FAA, as shown in the letter dated June 3, 2016, which is attached and submitted as Exhibit 1.

WITNESS: Mr. Stephen Hogan, General Manager, HCWD1

Exhibit 1

Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 60 Years

1400 Rogersville Road Radcliff, KY. 40160

April 27, 2018

Mr. Carl Silverstone DLA Contracting Officer 8725 John J. Kingman Rd Suite 3937 Fort Belvoir, VA 22060 Kevin Addison Ft. Knox Contracting Officer Building 1110, Rm 308 125 6th Ave, Ste 320 Fort Knox, KY 42101-5719

SUBJECT:

Progress Report - UP Contract No.: SP0600-11-C-8270

Revised ISDC Projects

Potable Water Utility System at Fort Knox Army Installation, Kentucky

Dear Mr. Silverstone;

The Hardin County Water District No. 1 (HCWD1) has been working towards the completion of the Revised ISDC Projects as outlined in Amendment/Modification No. P00029 to the referenced Contract with the Defense Logistics Agency Energy (DLA). The Amendment was executed on 10 August 2016, thereby setting a proposed project completion date of 10 August 2019. The Technical Proposal and Price Proposal that serve as the basis of the Amendment are attached to this letter as Appendix A.

The majority of the Amendment is related to the construction of two new 1.5-million-gallon elevated water storage tanks and major improvements and complete renovation to the Muldraugh Water Treatment Plant (WTP). The Muldraugh WTP design is nearing completion. The proposed tanks provide the majority of the benefits to the water quality (due to their strategic location to promote improved circulation) and pressure and fire flow (due to their higher elevation).

Design of the two tanks has been nearly complete since May 2017. However, Fort Knox has disapproved the tank sites and no suitable location has been identified. As a result, HCWD1 will not be able to meet the schedule requirements in the Amendment. Additionally, construction costs for the tanks will increase as a result of a shorter construction schedule and rising costs, and additional design fees will be warranted to perform a new site survey, environmental assessment, geotechnical exploration, and detailed design of the revised tank sites.

Further, design of the Muldraugh WTP cannot be completed until the tanks sites are established. The construction schedule will be impacted by the long lead time required for manufacture of key components, namely, the high service pumps. Final design of the high service pumps cannot be completed until the elevation of the tanks sites are known.

This letter is intended to document the chronology to date and budget impacts as a result of the failure to determine the tanks' sites at Fort Knox.

Chronology

The following table summarizes the events leading up to the present related to the new proposed tanks and their potential sites.

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Page 2

Date	Action/Communication	Elapsed Days (Since 12/9/16)
June 26, 2014	Stantec Consulting Services Inc. (Stantec) entered into an Agreement with HCWD1 to develop an updated Capital Improvements Plan (CIP) for Fort Knox's Water System.	N/A
April 16, 2015	HCWD1 presented the CIP to Fort Knox (Kenneth Muse and Kevin Addison); slides were e-mailed to Fort Knox on 13 April 2015 The CIP presented the elevated storage tanks at the site of the existing Old Ironsides Tank and Education Center Tanks (WT #4 and WT #1/2 on Figure 1)	N/A
July 16, 2015	HCWD1 presented the CIP to Fort Knox and Defense Logistics Agency officials via in-person presentation and webinar	N/A
August 7, 2015	Kevin Addison forwarded a map sent by Brian Brown depicting sites that the elevated storage tanks could be located – see Figure 1	N/A
August 14, 2015	DLA e-mailed a Request for Proposal (RFP) from HCWD1 for the CIP that was presented on 16 July 2015	N/A
September 4, 2015	HCWD1 provided a Price Proposal and Technical Proposal for the CIP to DLA The Proposals presented the tank sites to be near Frazier Road and Estrada Avenue; proposed tank sites are circled and annotated in black on Figure 1.	N/A
February 10, 2016 February 17, 2016 March 28, 2016 June 1, 2016 July 6, 2016	Negotiations were had between HCWD1 and DLA and Revised Price Proposals were submitted	N/A
August 10, 2016	Executed Contract Amendment P0029 for the execution of the CIP (341 days after initial proposal was submitted to DLA/FK)	N/A
November 4, 2016	Stantec entered into an Agreement with HCWD1 for the detailed design and services during construction for the implement of the CIP/Revised ISDC Projects	N/A
November 22, 2016	ISDC Project Kick-Off Meeting was held at HCWD1 offices; the current proposed tank locations were discussed with Fort Knox	N/A
November 29, 2016	Stantec sent letter to HCWD1 requesting Fort Knox approval of the proposed tank sites by 9 December 2016; HCWD1 forwarded the letter to Fort Knox (Kevin Addison) on 30 November 2016	N/A
December 9, 2016	Kevin Addison, Fort Knox, replied to the letter via e-mail indicating that <i>the Frazier Tank site was acceptable and</i>	N/A

Page 3

Date	Action/Communication	Elapsed Days (Since 12/9/16)
	adjusted the Estrada Tank site slightly in an annotated figure	
December 14, 2016	Progress Meeting was held at HCWD1; scheduling of survey and geotechnical exploration for the tank sites was discussed with Fort Knox	5
January – March, 2017	Geotechnical exploration, field survey, and environmental assessment coordination and field visits/habitat surveys were conducted for the tank sites	68
January 17, 2017	Jim Bruce, HCWD1, presented a briefing on the projects to Pat Walsh (Fort Knox Directorate of Public Works)	39
February 23, 2017	Progress Meeting was held at HCWD1; Conceptual Design Drawings were presented and discussed with Fort Knox	76
February 27, 2017	Kevin Addison forwarded the recommended FAA components from Rickey Webb (AFLD Operation and AT&A Manager Godman Army Airfield) along with the necessary information for the FAA permit/Aeronautical Study	80
May 3, 2017	Necessary information for the Aeronautical Study was sent from Daniel Clifford to Rickey Webb and Kevin Addison	145
May 26, 2017	Stantec 90% design drawings ("Issued for Review") for the tanks	168
June 7, 2017	Progress Meeting was held at HCWD1; tank drawings were reviewed with Fort Knox	180
July 21, 2017	Results of the Aeronautical Study from the FAA were provided; Estrada Tank was deemed an obstruction and recommended that a 15-feet reduction in height may allow it to be approved (max elevation of 911 feet, including antennae) Additional information was requested on the Frazier Tank	224
August 4, 2017	Stantec submitted the requested tank location certificates (sealed by a licensed surveyor) and the design drawings for the tanks Stantec indicated that the tanks were proposed to be at the same location as the original permit, but both tanks would be lowered to a maximum elevation of 911 feet	238
September 20, 2017	Rickey Webb indicated that the tank location certificates were incorrect (believed to have the wrong Aeronautical Study No.).	285
September 25, 2017	Stantec sent updated certificates to Rickey Webb, and then again on 4 October 2017 as separated documents matching the requested format	290

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Date	Action/Communication	Elapsed Days (Since 12/9/16)
September 25, 2017	Progress Meeting was held at HCWD1; tank construction, permit requirements, and bidding questions for the tanks were discussed with Fort Knox	290
October 11, 2017	Rickey Webb indicated that the Frazier Tank needed to be at an above ground level (AGL) of 147 feet or less (this corresponds to a maximum elevation of 907 feet, 19 feet lower than the original)	306
October 23, 2017	Stantec confirmed that the new maximum elevation of 907 feet was acceptable and that both tanks would be at this same maximum elevation	318
November 1, 2017	HCWD1 participates in meeting at Fort Knox to discuss tank sites; Fort Knox indicates that both sites are rejected and that new sites should be identified • Fort Knox indicated that HCWD1 shall provide X,Y,Z coordinates for Rickey Webb to evaluate for FAA compliance • Fort Knox indicated that tanks could not be located within the historic area and requested that they be located near the edges of the Cantonment Area (HCWD1 indicated that this would have an adverse impact on water quality and negate some of the water quality/circulation benefits indicated in the original CIP and Contract Amendment)	327
November 10, 2017	Stantec submitted 8 new potential tank site coordinates	336
December 6, 2017	Stantec requested a status update from Rickey Webb, Mr. Webb indicated that he had briefed Kevin Addison on 22 November 2017 indicating that none of the replacement locations for the Frazier Tank would be acceptable and possibly two of the four Estrada Tank replacement locations may be acceptable, but a new FAA permit and Aeronautical Study would be required	362
January 10, 2018	Kevin Addison reported to HCWD1 that Rickey Webb had received results from one of the eight sites' Aeronautical Studies and the result was favorable, he reported that the results for the remaining sites should be available by mid-February	397
February 27, 2018	Email from Ricky Webb saying the Estrada sites 2, 3 and 4 "look to be OK" but all the Frazier sites would not work with current VOR system, but possible mitigation could be to "Dopplerize" the VOR antenna or build the tank "No-Exceed-Height (NEH) of 90' AGL	445
April 25, 2018	Fifth meeting since November 1 (November 1, April 12, 22, 28 and 25) with FK to discuss possible tank sites and issues	495

HCWD1 believes bidders on the tank projects will provide more aggressive pricing if a longer construction schedule is available, such that construction equipment can be mobilized to one site, complete construction of first tank, and then re-mobilized to a second site (rather than having to construct the tanks in simultaneously). As a result, HCWD1 proposes to extend the duration of the ISDC Projects Amendment by two years. The modified completion date for all Revised ISDC Projects per the Amendment would then be on or before August 10, 2021.

Budget Impacts

Impacts to the project budget are based on actual time and materials costs expended on the efforts described in Table 1. This work was performed specifically for the sites that are no longer approved and the information is not salvageable for use on other potential tank sites. Work performed to date that will be utilized for future approved tank sites (i.e., tank specifications and details) has not been included in the Table below. The original budget for engineering services for the two tanks (combined cost) per the Price Proposal was \$606,003.

Table 1. Engineering Budget Impacts Due to Disapproval of Proposed Tank Sites

No.	Description	Cost
1	Field Survey	\$18,167
2	Geotechnical Explorations	\$56,529
3	Environmental Assessment	\$25,975
4	Design Services	\$247,114
5	Muldraugh High Service Pumps System Curve	\$15,245
6	Evaluation of Alternative Tank Sites	\$15,430
7	Coordination on Seeking Approval for New Sites ¹	\$22,000
	TOTAL ENGINEERING SERVICES BUDGET IMPACT	\$400,460

¹ This is work that has not yet been performed; costs are estimated for the level of effort to coordinate with Fort Knox and DLA to identify approvable tank sites and modify the Contract/Amendment as appropriate.

It is expected that there will be additional construction cost implications due to the delay as a result of escalating construction costs and other factors since the original Price Proposal was submitted in 2015. These factors and their expected impact to the opinion of probable construction cost are provided in Table 2. HCWD1 has consulted with three tank vendors (Phoenix Fabricators And Erectors, LLC; Landmark Structures; and CB&I) that commonly work in the region and are familiar with the proposed projects to gage the likely increase in bid prices due to the delayed bidding window. Two of those vendors provided preliminary quotes (last updated in September of 2016) to support the Price Proposal and resulting Amendment.

Table 2. Expected Construction Budget Impacts

No.	Description	Cost	Cost Source
1	Geotechnical Conditions. Initial quotes assumed use of shallow foundations; the geotechnical exploration and preliminary foundation design necessitated the use of deep foundations for the two tanks. It is	\$300,000	Budgetary cost increase for deep foundations (e.g., piers) in lieu of shallow foundations as provided by Landmark and Phoenix indicate \$150,000 per tank.

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Progress Report – UP Contract No.: SP0600-11-C-8270 Revised ISDC Projects

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TO	TAL EXPECTED CONSTRUCTION BUDGET	T IMPACT	\$984,942
3	Increase in Materials and Wage Costs. Due to more competitive bidding and an increase in wages, steel, and fuel costs, additional cost is expected in the bids because of the delayed construction window.	\$221,817	Landmark reported an increase of about 1% and CB&I reported an increase of 3-5%. A 2.5% escalation on the original construction cost opinions (from the Price Proposal) were applied.
2	Additional Tank Height. The original sites approved were at a higher elevation, and thus a lower overall tank height to reach the target overflow elevation of 901 feet. Original tank heights to the highwater elevation were 161.5 feet and 141 feet for Estrada and Frazier sites, respectively.	\$463,125	CB&I reported about \$8,000 increase per vertical foot; Phoenix reported about \$6,250/VF. The average heights of the replacements are 15 feet and 50 feet for Frazier and Estrada, respectfully. Fees are based on \$7,125 multiplied by those height increases.
	anticipated that the final sites will require the use of deep foundations.		

Similarly, additional costs will be incurred by HCWD1 and their consultants due to the prolonged operation of the Central WTP, which was scheduled to be decommissioned in Fall 2018. Central WTP will now remain in operation until the tanks are put into service. Additional costs for construction inspection services due to the delayed construction window will also be warranted.

The above added costs also do not include potential added costs should the proposed steel import tariffs go into place. We have read that just recently steel prices have risen 14% just on the anticipation of a 25% added tariff on imported steel. We have not included any of these added costs in the above table.

HCWD1 appreciates the opportunity to work with Fort Knox and DLA to improve water service to customers on post. If you require additional information of have any questions, please contact me.

Sincerely,

Zeneral Manager

Hardin County Water District No. 1

Stechen Hogan

Incoming General Manager

Hardin County Water District No. 1

Encl. Appendix A – Technical Proposal and Price Proposal for Revised ISDC Projects Site exhibit showing all sites requested or evaluated and denied

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12. For each project identified in Table 2 of Tab 3, state whether the project will result in an increase in operating and maintenance expenses, and provide a breakdown of the expected change in operating and maintenance expenses arising from each project.

ANSWER 12:

See Engineer letter dated May 3, 2019 which is attached

and submitted as Exhibit 2.

WITNESS:

Mr. Bret Lavey, P.E., ENV SP, Stantec Consulting Services, Inc.



May 3, 2019

File: let 027 175666024.docx

Attention: Stephen Hogan, PE Hardin County Water District No. 1 1400 Rogersville Road Radcliff, Kentucky 40160

Dear Stephen,

Reference: Public Service Commission Data Request, Case 2019-00067, Fort Knox ISDC Projects

Hardin County Water District No. 1 (HCWD) received a request for information for the referenced case from the Public Service Commission (PSC) on April 23, 2019. The case filed by HCWD was for a waiver of a Certificate of Public Convenience and Necessity (CPCN) for the Fort Knox ISDC Projects.

Stantec Consulting Services Inc. (Stantec) has been supporting HCWD with the development of the ISDC Projects, negotiations with Defense Logistics Agency (DLA), and design, permitting, and implementation of the ISDC Projects since 2014. On May 1, 2019, HCWD request that Stantec provide a response to item number 12 of the PSC Request for Information, which reads:

"For each project identified in Table 2 of Tab 3, state whether the project will result in an increase in operating and maintenance expenses, and provide a breakdown of the expected change in operating and maintenance expenses arising from each project."

Stantec's response based upon our professional engineering judgment is provided in Table 1. Cost estimates for the operating and maintenance (O&M) expenses are based upon the information established as part of the original 2012 contract between HCWD and DLA. That contract was a 50-year agreement extending from 2012 through 2062.

While some of the new facilities result in an increase in O&M for that facility, the general approach of the entire capital improvement program is to reduce the overall O&M expense for the water system while balancing water quality, adequate pressures, and water quantity (fire flow) needs. The efficiencies achieved are predominantly due to:

- Replacing two water treatment plants with one reliable water treatment plant capable of reliably meeting the demand requirements of Fort Knox, and
- Replacing the existing, eight elevated storage tanks with two new, lower maintenance storage tanks at a higher hydraulic grade line.

As shown at the bottom of Table 1, the Fort Knox ISDC Projects are anticipated to reduce the overall O&M expense by \$30,496,242 (total) or \$743,811 (annually) for the remainder of the contract.

Reference:

Public Service Commission Data Request, Case 2019-00067, Fort Knox ISDC Projects

No.	Project Name	Comments	Anticipated O&M Expense Impact (2012 Dollars)
1	Muldraugh WTP Improvements	An increase in O&M expenses is anticipated, which is directly attributed to increased production at the water treatment plant (WTP). The projects considered are being designed to lower the overall O&M expenses associated with water production for Fort Knox as a whole. However, because the completion of the improvements at Muldraugh enable the Central WTP to be decommissioned, the water production is anticipated to increase, thereby increasing sludge handling requirements and chemical usage.	\$2,580,335
		Labor requirements associated with operation of the Muldraugh WTP is not anticipated to change as a result of the project.	=
	1	Additional pumping capacity and power demand is expected at the high service pump station; however, HCWD does not pay for the electricity usage at Fort Knox.	
		To conservatively estimate chemical additions at Muldraugh WTP after completion of the project, it is assumed that 100% of the chemical usage at Central WTP will be utilized at Muldraugh WTP. The O&M expense associated with the chemical usage as estimated in the original contract is \$32,077 (in 2012 dollars). This approach was also utilized for sludge handling, resulting in an addition of \$28,716 annually.	
		As part of the improvements, the disinfectant is planned to be converted to chloramines, which will require an ammonia feed system. Currently, ammonia is not fed at the Muldraugh WTP. The estimated chemical O&M cost for the ammonia is based on 10,200 pounds (lbs) annually at \$0.21/lb, or \$2,142 per year.	
		The sum of these additional O&M expenses is \$62,935 per year.	
	>	The project is expected to complete in 2021 (year 9 of the 50 year contract) and Muldraugh WTP will supply 100% of the water to Fort Knox at that time. The total, additional O&M expenses reflected at right is the annual expense multiplied by 41 years.	

Reference:

Public Service Commission Data Request, Case 2019-00067, Fort Knox ISDC Projects

No.	Project Name	Comments	Anticipated O&M Expense Impact (2012 Dollars)
2-3	1.5 MG Old Ironsides Tank and 1.5 MG Education Center Tank	No significant O&M expense increase is anticipated. Pipes and fittings will be maintained with existing personnel with available capacity to maintain the facilities. The estimated useful life of the facilities is greater than 50 years, which extends beyond the contract period for HCWD to own and operate the water system at Fort Knox.	\$1,304,800
		The primary O&M expense associated with projects 2 and 3 will be repainting of the tanks. The proposed tanks will be composite tanks with a concrete column that does not need to be painted. The steel bowls will require repainting at an estimated interval of 25 years. Even though the tank capacity is three times that of most of the existing tanks at Fort Knox, the painting cost is anticipated to be less than or equal to that of the existing tanks because only the bowl requires repainting. Tank painting costs (in 2012 dollars) is estimated at \$390,000 per tank. Because the construction of this project is accompanied with the removal of eight tanks from HCWD's operation and ownership, the overall O&M expense for system storage is significantly decreased.	
		Annual tank inspections are estimated at \$6,400 per tank per year for 41 years, or \$524,800. There will be minor electrical costs for the lighting and controls at the facility. However, this will be offset by the reduction in electrical costs at the existing 8 tanks to be removed from service. Electric for operation of the water facility is paid for by Fort Knox, not HCWD.	
4	Park Road 14" Main Extension	No significant O&M expense increase is anticipated. This project connects existing potable water mains to an existing 16" raw water main that will be repurposed as a potable water main. The remainder of the raw water line will be abandoned. As part of the abandonment, the project will result in a net deduct of active pipeline within the water system.	\$0
5, 14, & 15	Automatic Flusher Installed in Dietz Area Automatic Flusher Installed in Van Voorhis Area Automatic Flusher Installed in Prichard Area	No significant O&M expense increase is anticipated. These projects are not anticipated to be constructed unless very low demands occur in the future (e.g., Fort Knox has significant troop reduction). The flusher would automatically discharge water when, due to lack of demand, chlorine has decayed to undesirable concentrations. The flusher would result in some non-revenue water; however, the solution in absence of a flusher would be manually discharging water from a hydrant which would also result in non-revenue water in addition to the manpower to manually flush the main(s).	\$0
6	Line Improvements – Gold Vault Area	This project is no longer planned. The original goal of the project was to provide adequate fire flow to the Gold Vault. Fort Knox stakeholders have indicated that this project is not necessary to meet their water supply/fire protection needs and this project was removed from the current scope.	\$0

Reference:

Public Service Commission Data Request, Case 2019-00067, Fort Knox ISDC Projects

No.	Project Name	Comments	Anticipated O&M Expense Impact (2012 Dollars)
7	Line Improvements – North Frazier Area	This project is no longer planned. The original goal of the project was to provide adequate fire flow to the service area. A fire suppression system servicing the area was identified and this project was removed from the current scope.	\$0
8	Line Improvements – 7th Armor Division Cut-off Road	No significant O&M expense increase is anticipated. This project consists of installation of 1,720 linear feet of 6" diameter ductile iron water main. Pipes and fittings will be maintained with existing personnel. The estimated useful life of the water main is also 55 years, which extends beyond the contract period for HCWD to own and operate the water system at Fort Knox.	\$0
9	Decommission Central WTP and Large Diameter Mains	A significant reduction in O&M expenses is anticipated with the implementation of this project. The summary of O&M expenses for the Central Water Treatment Plant is provided as an attachment to this letter. Based on that summary, \$743,097 (in 2012 dollars) is anticipated to be the annual decrease in O&M expenses based on the implementation of this project. It is anticipated that this project will be completed in 2021 (year 9 of the 50 year contract), so the total O&M savings reflected at right is the annual savings multiplied by 41 years.	(\$30,466,977)
10	Installation of Check Valves Near Education Center Tank	This project is no longer planned. The original goal of the project was to promote water circulation away from the planned location of the 1.5 million gallon tank (project number 3). Based on conversations with Fort Knox and other stakeholders regarding available sites for the new storage tanks, the location of the tank no longer necessitates check valves to control water circulation.	\$0
11, 12, 13, 16, 17,	Remove Frazier Tank Remove Van Voorhis Tank Remove Prichard Tank	A significant reduction in O&M expenses is anticipated with the implementation of these projects. Each of the tanks is expected to require repainting during the life of HCWD's contract. Repainting costs, per the original contract, are estimated at \$390,000 per tank in 2012 dollars. These tanks are planned to be torn down and replaced with projects 2/3.	(\$3,914,400)
& 18	Remove HRC Tank Remove Ft Knox HS Tank	Annual tank inspections estimated at \$6,400 per tank per year for the remainder of the contract (41 years) are also avoided for an additional O&M savings of \$1,574,400	
	Remove Old Ironsides Tank	Two additional tanks are planned to be disconnected from the system and ownership transferred back to Fort Knox.	
		TOTAL	(\$30,496,242)

May 3, 2019 Stephen Hogan, PE Page 5 of 5

Reference:

Public Service Commission Data Request, Case 2019-00067, Fort Knox ISDC Projects

Stantec appreciates the opportunity to continue to support the implementation of the ISDC Projects and ultimately improve the water utility service to Fort Knox. If you have any additional questions or require clarification, please contact me.

Regards,

Stantec Consulting Services Inc.

Bret A. Lavey PE, ENV SP

Principal

Phone: 859.552.4909 bret.lavey@stantec.com

Attachment: Central W

Central WTP O&M Costs - Revised Attachment IV-2 from Original Agreement

c. n/a

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Base - LABOR (Central Only)					200000		Y	ears 6-50	
*** The following table depicts to (Distribution Costs Removed). executed Agreement. Highlight	Cells in red to	ext are thos	e that wer	e in the orig	inal/current	HF	rs.	\$	
LABOR	ORIGINAL	REVISED		ORIGINAL	REVISED	ORIGINAL	REVISED	ORIGINAL	REVISED
Labor Category		# of Emps	U/M		Labor Cost		HRS		\$
Project Manager	0.4	0	Hr	\$39.40	\$39.40	874	0	34,424.03	-
Water Treatment Operator	4	4	Hr	\$47.63	\$47.63	8,736	8,736	416,138.92	416,138.92
Electrician/I&C	0.5	0.5	Hr	\$46.54	\$46.54	1,092	1,092	50,821,35	50,821.3
Plant Mechanic	1	1	Hr	\$46.54	\$46.54	2,184	2,184	101,642.70	101,642.70
Water Distribution Supervisor	4	0	Hr	\$35.44	\$35.44	2,184	0	77,391.13	-
Distribution Operator IV	4	0	Hr	\$24.24	\$24.24	2,184	0	52,929.24	\$0.00
Equipment Operator	4	0	Hr	\$27.18	\$27.18	2,184	0	59,366.58	\$0.00
Distribution Operator I	2	0	Hr	\$19.00	\$19.00	4,368	0	82,970.16	\$0.00
GIS Technician/Dist Op IV	4	0	Hr	\$23.25	\$23.25	2,184	0	50,783.46	\$0.00
Accounting Specialist	4	0	Hr	\$22.93	\$22.93	2.080	0	47.684.00	\$0.00
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Bulk Lime Carbon Dioxide			Ton	\$124.00 \$0.07	\$124.00 \$0.07	89 7,574	89 7.574	\$10,994.52 \$530.18	\$10,994.53 \$530.18
Alum		The state of the s	lb	\$0.07	\$0.15	94.846	94.846	\$14.226.90	\$14,226.9
Fluoride			lb	\$0.42	\$0.42	3,679	3,679	\$1,545,35	\$1,545.3
Chlorine	the Charles		lb	\$0.50	\$0.50	9,561	9,561	\$4,780.32	\$4,780.33
Telephone	Explication of the second		Month	408.33	\$25.00	12	12	\$4,899.96	\$300.0
Tools		d the design	Lot	229.17	\$62.50	42	12	\$2,750.04	\$750.00
Lab Supplies			Month	\$625.00	\$625.00	12	12	\$7,500.00	\$7,500.0
Fuel			Monthly Monthly	2,136.26 410.71	\$76.45 \$232.15	12 12	12	\$25,635.10 \$4.928.54	\$917.4
Training and Tuition			Monthly	239.59	\$135.41	12	12	\$2.875.08	\$2,785.86 \$1,624.90
	ALE STREET		Monthly	329.33	\$65.00	12	12	\$3.951.96	\$780.0
Safety Supplies		-	-					The state of the s	4,00.0
Safety Supplies Vehicle Repair and Maintenance	THE RESERVE OF THE PARTY OF THE		Monthly	9.041.66	\$3,208.33	12	12	\$108,499.96	\$38,499,96
Safety Supplies Vehicle Repair and Maintenance Repair Parts	verage)		Monthly Yearly	9,041.66 6,400.00	\$3,208.33 \$0.00	4 2 4	12 0	\$108,499.96 \$6,400.00	
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight	iverage)		Yearly Month	6,400.00 83,33	\$0.00 \$0.00	4 42	0	\$6,400.00 \$1,000.00	\$0.00 \$0.00
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies	average)		Yearly Month Month	6,400.00 83,33 2,500.00	\$0.00 \$0.00 \$0.00	4 42 42	0 0 0	\$6,400.00 \$1,000.00 \$30,000.00	\$0.00 \$0.00 \$0.00
Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease	iverage)		Yearly Month	6,400.00 83,33	\$0.00 \$0.00	4 42	0	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00	\$38,499.96 \$0.00 \$0.00 \$0.00 \$450.00
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal		/ DUDOW	Yearly Month Month Month	6,400.00 83,33 2,500.00	\$0.00 \$0.00 \$0.00	4 42 42	0 0 0	\$6,400.00 \$1,000.00 \$30,000.00	\$0.00 \$0.00 \$0.00 \$450.00
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC		/ PURCH/	Yearly Month Month Month	6,400,00 83,33 2,500.00 \$37.50	\$0.00 \$0.00 \$0.00 \$37.50	4 42 42 42 42	0 0 0 0 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91	\$0.00 \$0.00 \$0.00 \$450.00 85,685.3
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees		/ PURCH/	Yearly Month Month Month Month ASES per \$K	6,400.00 83,33 2,500.00 \$37.50	\$0.00 \$0.00 \$0.00 \$37.50	4 12 12 12 12 12 8,500	0 0 0 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91 \$12,750.00	\$0.00 \$0.00 \$0.00 \$450.00 85,685.3 \$0.0
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees Insurance	CONTRACTS		Yearly Month Month Month ASES per \$K Month	83,33 2,500.00 \$37.50 1,50 3,710.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00	4 12 12 12 12 12 8,500 12	0 0 0 12 8,500 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967,91 \$12,750.00 \$44,520.00	\$0.00 \$0.00 \$450.00 85,685.3 \$0.0 \$0.0
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PST Regulatory Fees Insurance Uniforms		/ PURCH/	Yearly Month Month Month Month ASES per \$K	6,400.00 83,33 2,500.00 \$37.50 1,50 3,710.00 460.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00	4 12 12 12 12 12 8,500	0 0 0 12 8,500 12 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91 \$12,750.00 \$44,520.00 \$5,520.00	\$0.0 \$0.0 \$0.0 \$450.0 85,685.3 \$0.0 \$2,640.0
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBO PSC Regulatory Fees Iniforms Contract Lab Services	CONTRACTS		Yearly Month Month Month Month ASES per \$K Month Month	83,33 2,500.00 \$37.50 1,50 3,710.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00	4 12 12 12 12 8,500 12 12	0 0 0 12 8,500 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967,91 \$12,750.00 \$44,520.00	\$0.00 \$0.00 \$0.00
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees Insurance Uniforms Contract Lab Services Cell Phones/Pagers	CONTRACTS	5.5	Yearly Month Month Month ASES per \$K Month Month Month Month	6,400.00 83.33 2,500.00 \$37.50 1.50 3,710.00 460.00 \$4,737.75	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00 \$4,737.75	4 12 12 12 12 12 8,500 12 12 12 12	0 0 0 12 8,500 12 12 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967,91 \$12,750.00 \$44,520.00 \$5,520.00 \$56,853.00	\$0.00 \$0.00 \$450.00 85,685.3 \$0.0 \$0.0 \$2,640.0 \$56,853.0
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBO PSC Regulatory Fees Insurance Uniforms Contract Lab Services Cell Phones/Pagers Outside rentals Sludge Hauling Disposal	CONTRACTS	5.5	Yearly Month Month Month ASES per \$K Month Month Month Month Month	6,400.00 83,33 2,500.00 \$37.50 1.50 3,710.00 460.00 \$4,737.75 200.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00 \$4,737.75 \$50.00	4 42 42 42 42 42 8,500 42 42 42 42	0 0 0 12 8,500 12 12 12 12 12	\$6,400.00 \$1,000.00 \$30.000.00 \$450.00 230,967,91 \$12,750.00 \$44,520.00 \$5,520.00 \$5,520.00 \$2,400.00	\$0.00 \$0.00 \$450.00 85,685.3 : \$0.0 \$0.0 \$2,640.0 \$56,853.0
Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBO PSC Regulatory Fees Insurance Uniforms Contract Lab Services Cell Phones/Pagers Outside rentals Sludge Hauling Disposal Subtotal	CONTRACTS	5.5	Yearly Month Month Month ASES per \$K Month Month Month Month Month Month Month	6,400.00 83,33 2,500.00 \$37,50 \$37,10.00 460.00 \$4,737.75 200.00 100.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00 \$4,737.75 \$50.00 \$0.00	4 42 42 42 42 42 8,500 42 42 42 42 42 42	0 0 0 12 8,500 12 12 12 12 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91 \$12,750.00 \$44,520.00 \$5,520.00 \$56,853.00 \$2,400.00 \$1,200.00	\$0.0 \$0.0 \$450.0 \$450.0 \$5,685.3 \$0.0 \$2,640.0 \$56.853.3 \$600.0 \$2,8716.1
Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBO PSC Regulatory Fees Insurance Uniforms Contract Lab Services Cell Phones/Pagers Outside rentals Sludge Hauling Disposal Subtotal	CONTRACTS	5.5	Yearly Month Month Month ASES per \$K Month Month Month Month Month Month Month	6,400.00 83,33 2,500.00 \$37,50 \$37,10.00 460.00 \$4,737.75 200.00 100.00	\$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00 \$4,737.75 \$50.00 \$0.00	4 42 42 42 42 42 8,500 42 42 42 42 42 42	0 0 0 12 8,500 12 12 12 12 12	\$6,400.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91 \$12,750.00 \$44,520.00 \$5,520.00 \$56,853.00 \$2,400.00 \$1,200.00 \$28,716,10	\$0.00 \$0.00 \$450.00 \$450.00 \$5,685.30 \$0.0 \$2,640.0 \$56,853.0 \$60,0 \$60,0

This page contains unprotected data and proprietary analytical methods that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data and analytical methods to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

Base - LABOR (Central Only)		Y	ears 6-50						
*** The following table depicts t (Distribution Costs Removed). executed Agreement. Highlight	Cells in red to	ext are thos	e that wer	re in the orig	inal/current	HR	is.	\$	
LABOR	ORIGINAL	REVISED		ORIGINAL	REVISED	ORIGINAL	REVISED	ORIGINAL	REVISED
Labor Category		# of Emps	U/M		Labor Cost		HRS		\$
Project Manager	0.4	0	Hr	\$39.40	\$39.40	874	0	34,424.03	-
Water Treatment Operator	4	4	Hr	\$47.63	\$47.63	8,736	8,736	416,138.92	416,138.92
Electrician/I&C	0.5	0.5	Hr	\$46.54	\$46.54	1,092	1,092	50,821.35	50,821.35
Plant Mechanic	1 1	1	Hr	\$46.54	\$46.54	2,184	2,184	101,642.70	101,642.70
Water Distribution Supervisor	4	0	Hr	\$35.44	\$35.44	2,184	0	77,391.13	-
Distribution Operator IV	1	0	Hr	\$24.24	\$24.24	2,184	0	52,929.24	\$0.00
Equipment Operator	4	0	Hr	\$27.18	\$27.18	2,184	0	59,366.58	\$0.00
Distribution Operator I	2	0	Hr	\$19.00	\$19.00	4,368	0	82,970.16	\$0.00
GIS Technician/Dist Op IV	4	0	Hr	\$23.25	\$23.25	2,184	0	50,783.46	\$0.00
Accounting Specialist	4	0	Hr	\$22.93	\$22.93	2,080	0	47,684.00	\$0.00
TOTAL LABOR (Raw + Fringe)	12.5	5.5				28,070	12,012	974,151.59	568,602.98
	HCW	D1 Bene Rate	e for 2011	31.0%	31.0%				
	LV	NC Bene Rate	e for 2011	68.5%	68.5%	I			
EXPENSES			U/M	Unit	Rate	QT		\$ OPIGINAL	REVISED
				ORIGINAL	KEVISED	ORIGINAL	REVISED	ORIGINAL	REVISED
OPERATING EXPENSES	SINGLE CONTRACTOR		CARREAGE	2424.00	A424.00	20	ENGLISH THE	242,004,52	210,004,50
Bulk Lime Carbon Dioxide			Ton	\$124.00 \$0.07	\$124.00 \$0.07	89 7.574	89 7,574	\$10,994.52 \$530.18	\$10,994.52 \$530.18
Alum			lb	\$0.07	\$0.07	94.846	94,846	\$14.226.90	
Fluoride									
Chlorine			lb	\$0.42	\$0.42	3,679	3,679	\$1,545.35	\$14,226.9
Telephone			lb lb	\$0.42 \$0.50	\$0.42 \$0.50	9,561	9,561		\$14,226.90 \$1,545.35
			lb Month	\$0.50 408.33	\$0.50 \$25.00	9,561 12	9,561 12	\$1,545.35 \$4,780.32 \$4,899.96	\$14,226.90 \$1,545.30 \$4,780.30 \$300.00
Tools			lb Month Lot	\$0.50 408.33 229.17	\$0.50 \$25.00 \$62.50	9,561 12 12	9,561 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04	\$14,226.90 \$1,545.30 \$4,780.30 \$300.00 \$750.00
Tools Lab Supplies			lb Month Lot Month	\$0.50 408.33 229.17 \$625.00	\$0.50 \$25.00 \$62.50 \$625.00	9,561 12 12 12	9,561 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,500.00	\$14,226.9 \$1,545.3 \$4,780.3 \$300.0 \$750.0 \$7,500.0
Tools Lab Supplies Fuel			Ib Month Lot Month Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45	9,561 12 12 12 12	9,561 12 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,500.00 \$25,635.10	\$14,226.90 \$1,545.33 \$4,780.32 \$300.0 \$750.00 \$7,500.00
Tools Lab Supplies Fuel Training and Tuition			Ib Month Lot Month Monthly Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45 \$232.15	9,561 12 12 12 12 12 12	9,561 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,760.00 \$7,500.00 \$25,635.10 \$4,928.54	\$14,226.90 \$1,545.33 \$4,780.32 \$300.0 \$750.00 \$7,500.00 \$917.40 \$2,785.80
Tools Lab Supplies Fuel			Ib Month Lot Month Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45	9,561 12 12 12 12	9,561 12 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,500.00 \$25,635.10	\$14,226.90 \$1,545.33 \$4,780.32 \$300.0 \$750.00 \$7,500.00
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts			Ib Month Lot Month Monthly Monthly Monthly Monthly Monthly Monthly Monthly	\$0.50 408.33 229.47 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33	9,561 12 12 12 12 12 12 12 12 12 12	9,561 12 12 12 12 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,889.96 \$2,750.04 \$7,500.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96	\$14,226.9(\$1,545.3: \$4,780.3: \$300.0 \$750.0 \$7,500.0 \$917.4(\$2,785.8: \$1,624.9: \$780.0(\$38,499.9)
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a	iverage)		Ib Month Lot Month Monthly Monthly Monthly Monthly Monthly Monthly Yearly	\$0.50 408,33 229,17 \$625,00 2,136,26 410,71 239,59 329,33 9,941,66 6,400,00	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00	9,561 12 12 12 12 12 12 12 12 12 1	9,561 12 12 12 12 12 12 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,890.96 \$2,750.04 \$7,590.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,490.96 \$6,400.00	\$14,226.9(\$1,545.31 \$4,780.3: \$300.0 \$7,500.0(\$917.4(\$2,785.8(\$1,624.9: \$780.0(\$38,499.9(
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight	iverage)		Ib Month Lot Month Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66 6,400.00 83.33	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 12 0	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,600.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,400.00	\$14,226.9(\$1,545.3) \$1,545.3) \$300.0 \$750.0(\$7,500.0) \$917.4(\$2,785.8) \$1,624.9(\$780.0) \$38,499.9(\$0.0) \$0.00
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies	iverage)		lb Month Lot Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66 6,400.00 83.33 2,500.00	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 10 0	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.00 \$7,500.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,400.00 \$1,000.00 \$30,000.00	\$14,226.9 \$1,545.3: \$4,780.3: \$300.0 \$750.0 \$917.4: \$2,785.8: \$1,624.9: \$780.0 \$38,499.9 \$0.0 \$0.0
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease	iverage)		Ib Month Lot Month Monthly	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66 6,400.00 83.33	\$0.50 \$25.00 \$62.50 \$625.00 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 12 0	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,590.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,400.00 \$1,000.00 \$30,000.00	\$14,226.9(\$1,545.3) \$4,780.3) \$300.0 \$750.0(\$7,500.0) \$917.4(\$2,785.8(\$1,624.9(\$780.0) \$38,499.9(\$0.0) \$0.0(\$450.0(
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal		4 BURCHA	lb Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthl Yearly Month Month Month	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66 6,400.00 83.33 2,500.00	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 10 0	\$1,545.35 \$4,780.32 \$4,889.96 \$2,750.00 \$7,500.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,400.00 \$1,000.00 \$30,000.00	\$14,226.9(\$1,545.3) \$4,780.3) \$300.0 \$750.0(\$7,500.0) \$917.4(\$2,785.8(\$1,624.9(\$780.0) \$38,499.9(\$0.0) \$0.0(\$450.0(
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC		/ PURCHA	lb Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthl Yearly Month Month Month	\$0.50 408.33 229.17 \$625.00 2.136.26 410.74 239.59 329.33 9.041.66 83.33 2.690.00 \$37.50	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3.208.33 \$0.00 \$0.00 \$37.50	9,561 42 42 42 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 0 0	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.00 \$7,500.00 \$26,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,490.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91	\$14,226.9 \$1,545.3 \$4,780.3 \$300.0 \$7,500.0 \$7,500.0 \$17,4 \$2,785.8 \$1,624.9 \$780.0 \$38,499.9 \$0.0 \$0.0 \$5.0 \$5.0 \$5.0 \$5.0 \$5.0 \$5.0
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal		/ PURCHA	lb Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthl Yearly Month Month Month	\$0.50 408.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,041.66 6,400.00 83.33 2,500.00	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.04 \$7,590.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,400.00 \$1,000.00 \$30,000.00	\$14,226.9 \$1,545.3 \$4,780.3 \$300.0 \$750.0 \$917.4 \$2,785.8 \$1,624.9 \$780.0 \$0.0 \$0.0 \$450.0
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees		J PURCHA	Ib Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthl Month Month Month Month	\$0.50 408.33 229.17 \$625.00 2,136.26 410.74 230.69 329.33 9,041.66 6,400.90 83.33 2,500.90 \$37.50	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00 \$37.50	9,561 42 42 42 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 0 0	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.00 \$7,600.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108.499.96 \$6,400.00 \$1,000.00 \$30,000.00 \$450.00 \$30,967.91	\$14,226.9 \$1,545.3 \$4,780.3 \$300.0 \$750.0 \$7,500.0 \$917.4 \$2,785.8 \$1,624.9 \$780.0 \$0.0 \$0.0 \$450.0 \$5,685.3
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees Insurance Uniforms Contract Lab Services	CONTRACTS	5.5	lb Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Monthl Month Month Month Month Month Month Month	\$0.50 408.33 229.17 \$625.00 2.136.26 410.74 230.59 329.33 9.041.66 6.400.00 \$3.33 2.590.00 \$37.50	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$0.00 \$0.00 \$4.737.75	9,561 42 42 42 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,899.96 \$2,750.00 \$7,600.00 \$26,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108,499.96 \$6,490.00 \$1,000.00 \$30,000.00 \$450.00 230,967.91 \$12,750.00 \$44,520.00 \$5,520.00 \$56,853.00	\$14,226.9 \$1,545.3 \$4,780.3 \$300.0 \$750.0 \$7,500.0 \$917.4 \$2,785.8 \$1,624.9 \$780.0 \$38,499.9 \$0.0 \$0.0 \$450.0 \$5,685.3
Tools Lab Supplies Fuel Training and Tuition Safety Supplies Vehicle Repair and Maintenance Repair Parts Annual Tank Inspection and Repair (a Postage and Freight Operating Supplies CO2 Lease Subtotal OUTSIDE SERVICES / SUBC PSC Regulatory Fees Insurance Uniforms Contract Lab Services Cell Phones/Pagers	CONTRACTS		Ib Month Lot Monthly Monthly Monthly Monthly Monthly Monthly Monthly Yearly Month	\$0.50 409.33 229.17 \$625.00 2,136.26 410.71 239.59 329.33 9,941.66 6,400.00 \$37.50 4.50 3,710.00 460.00 \$4,737.75 200.00	\$0.50 \$25.00 \$62.50 \$62.50 \$76.45 \$232.15 \$135.41 \$65.00 \$3,208.33 \$0.00 \$0.00 \$0.00 \$37.50 \$0.00 \$0.00 \$220.00 \$4,737.75 \$50.00	9,561 42 42 42 42 42 42 42 42 42 42	9,561 12 12 12 12 12 12 12 12 12 12 12 12 12	\$1,545.35 \$4,780.32 \$4,889.96 \$2,750.04 \$7,590.00 \$25,635.10 \$4,928.54 \$2,875.08 \$3,951.96 \$108.499.96 \$6,400.00 \$450.00 230,967.91 \$12,750.00 \$44,520.00 \$5,520.00 \$5,6853.00 \$2,400.00	\$14,226.9 \$1,545.3 \$4,780.3 \$300.1 \$750.0 \$7,500.0 \$917.4 \$2,785.8 \$1,624.9 \$780.0 \$38,499.9 \$0.0 \$450.0 \$5,685.3
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This page contains unprotected data and proprietary analytical methods that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data and analytical methods to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

13. If Hardin District No. 1 is not able to complete the proposed capital projects at issue with the remaining proceeds from the ISDC Surcharge, explain how Hardin District No. 1 will finance the construction of those projects.

ANSWER 13:

HCWD1 will file a claim with DLAE for Equitable Adjustment per the terms of the contract between HCWD1 and DLAE for the difference in the actual cost and the OPC. See Tab 3 page 4&7 of the application.

WITNESS:

Mr. Stephen Hogan, General Manager, HCWD1

- 14. Refer Modification P00029 to Contract SP0600-11-C-8271 at page 5 of 5 which indicates that "no additional funding is required for this modification" because Hardin District No. 1 proposed to modify the Contract by removing "ISDC #'s 8, 9, 20, 21-2, 21-3, 11-3, 18, 24, 25, 26, 11-4, 15, 6, 11 -5, 23-5, and 35 from the list of currently approved and funded ISDCs in accordance with section C.II.2.5 of its Utility Privatization (UP) contract with the Government
 - a. State whether Hardin District No. 1 has a contractual obligation, including any conditional obligation, to complete any of the capital projects identified above as being removed.
 - b. If so, describe how those capital projects will be funded.

ANSWER 14:

- a. HCWD1 has no contractual obligation to complete any of the capital projects identified above as being removed per MOD 00029 of the contract. This MOD can be found in Tab 4 of the original application.
- b. N/A

WITNESS:

Mr. Stephen Hogan, General Manager, HCWD1

- 15. Refer to the table entitled Proposed Projects as a Percentage of Net Utility Plant attached as a part of Tab 6 of the application
 - a. Explain why Project No. 6 has been struck through on that table.
 - b. Provide a brief description of each project and an explanation, commensurate with the estimated cost of each project, of why each project is necessary to provide adequate service to Fort Knox

ANSWER 15:

- a. See footnote associated with the table entitled Proposed Projects as a Percentage of Net Utility Plant. Project 6 was deleted per DLAE request.
- b. A brief description of each project can be found in the original application, Tab 3 pages -26 or in Tab 2, beginning page 18.

WITNESS:

Mr. Stephen Hogan, General Manager, HCWD1