



A. The purpose of this modification is to:

- 1) Accept Hardin County Water District No.1's (HCWD1) proposal submission dated 16 August 2024 to demolish the Otter Creek pump station (also known as McCracken Spring pump station) and its associated standby generator building.; and
- 2) Update Section B, Schedule B.3; and
- 3) Update Section G, G.5, Accounting and Appropriation Data

B. DESCRIPTION OF CHANGES

SECTION B SUPPLIES OR SERVICES PRICES/COSTS

The scope of the project is to demolish building 9213 all the way down to the wet well. The void will be filled with crushed stone up to four (4) feet below grade. The remaining four (4) feet will be filled with soil, compacted in eight (8) inch lifts, then seed and strawed. The demolition of building 9213 includes the removal of all salvageable equipment to HCWD1. The steel bridge and pipe along the bridge will be removed as part of this demolition project. The concrete dam and concrete pillars will NOT be removed. The pipe on the West side of Otter creek will be cut and capped below grade. Asbestos abatement will be handled per Fort Knox guidelines. The demolition of building 9009 includes the removal of the structure, the concrete slabs, and all equipment. The ground will be restored to grade with seed and straw. The electric power wires to each building will be terminated by the electric utility company at their nearest pole.

**Section B.3, Schedule**, is revised to establish CLIN 0065 as follows:

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
0065	Fort Knox Otter Creek Pump Station Demolition Period of Performance: September 26, 2024 – May 31, 2025 (NTE)  ACRN: BN	1	LO	\$572,085.90	\$572,085.90 (NTE)

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**

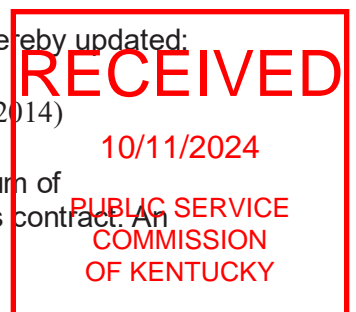
ACRN BN is hereby established in the amount of \$572,085.90. Funds are provided under the Direct Cite MIPR Number MIPR 12183348, Basic as follows:

<b>ACRN BN \$572,085.90</b>		
<b>02120242024 2020000 A60TE 131079QUTS 2540 0012183348 S.0104295.72 021001</b>		
<b>Modification P00087</b>	<b>Basic</b>	\$572,085.90
	<b>Total</b>	\$572,085.90
Funding Breakdown		
<b>P00087</b>	<b>CLIN 0065</b>	<b>\$572,085.90</b>
<b>Total Funding for ACRN BN</b>		\$572,085.90

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0065 are incrementally funded. For these items, the sum of **\$72,261,652.43** 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.

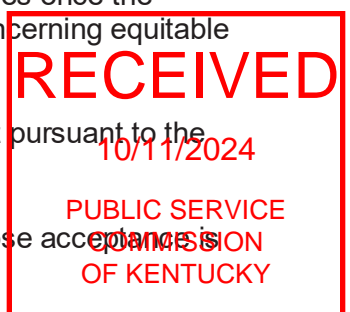
(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of 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 \$572,085.90 from \$71,689,566.53 to \$72,261,652.43.
- F. The total value of the contract is increased by \$572,085.90 from \$248,892,421.17 to \$249,464,507.07.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

**End of Modification**

**RECEIVED**

10/11/2024

PUBLIC SERVICE  
COMMISSION  
OF KENTUCKY





NOTE: THIS DRAWING IS INTENDED TO SHOW A PROPOSED SCOPE OF WORK FOR BUDGETING PURPOSES ONLY. IT IS NOT TO BE USED AS A PART OF THE PROJECT CONTRACT FOR DEMOLITION IN THIS PROJECT.

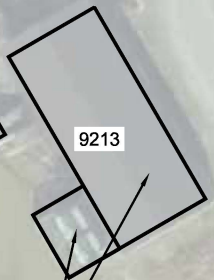
**CLEAN-UP:**  
 A. On completion of work of this section and after removal of all debris, leave site in clean condition satisfactory to Resident Engineer. Clean-up shall include disposal of all items and materials not required to remain property of Hardin County Water District No. 1 as well as all debris and rubbish resulting from demolition operations.

GENERATOR BUILDING TO BE DEMOLISHED

**GENERAL:**  
 A. All voids left by demolition may be filled with demolished concrete and brick in the structures. Remaining area in voids to be filled with #57 stone to within 4 feet of final grade. The remainder shall be filled with clean soil backfill, placed in 8" lifts compacted to 95% standard proctor and graded to drain.  
 B. All, pumps, pump motors, cast iron pipe and other metal materials shall become the property of Hardin County Water District No. 1. Contractor shall include hauling this material to Hardin County Water District No.1's main office.  
 C. Any earth disturbed during demolition shall be strawed, seeded and grassed and graded to drain.  
 D. All gravel drives damaged or disturbed shall be restored to existing grade and a layer of #57 stone installed.  
 E. No blasting allowed.

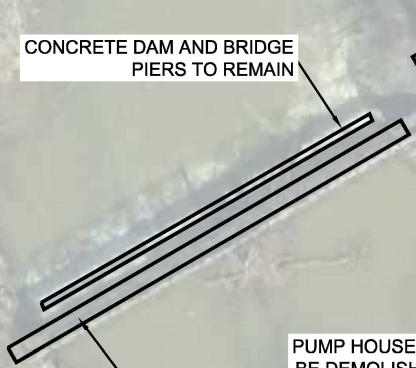
**DEMOLITION:**  
 A. Completely demolish and remove buildings and structures, including all appurtenances related or connected thereto, as noted below:  
 B. Debris, materials other brick or concrete shall be disposed of daily to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Resident Engineer. Break up concrete slabs below grade that do not require removal from present location into pieces not exceeding 6 inches. Contractor shall dispose debris in compliance with applicable federal, state or local permits, rules and/or regulations.  
 C. In removing buildings and structures of more than two stories, demolish work story by story starting at highest level and progressing down to third floor level. Demolition of first and second stories may proceed simultaneously.  
 D. Remove and legally dispose of all materials, other than earth to remain as part of project work, from any trash dumps shown. Materials removed shall be disposed of in compliance with applicable federal, state or local permits, rules and/or regulations disposal site located on the Ft. Knox Post. Remove existing utilities as indicated or uncovered by work, terminate in a manner conforming to the nationally recognized code covering the specific utility, and approved by the Resident Engineer. When Utility lines are encountered that are not indicated on the drawings, the Resident Engineer shall be notified prior to further work in that area.  
 E. All hazardous material shall be removed per local state and federal regulations and specifications.  
 F. Erosion and sediment control, including protection of Otter Creek, will be part of the contract.

CONCRETE DAM AND BRIDGE PIERS TO REMAIN



PUMP HOUSE TO BE DEMOLISHED

BRIDGE AND 16" CAST IRON PIPE ACROSS OTTER CREEK TO BE DEMOLISHED



GRAVEL DRIVE

GRAVEL DRIVE

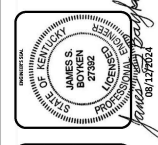
GRAVEL DRIVE

OTTER CREEK

DEMOLITION SCOPE OF WORK

NO.	BY:	DATE:	DESCRIPTION:

OTTER CREEK PUMP STATION  
 FORT KNOX, KENTUCKY



DRAWN BY: JSB	DATE: JSB	SCALE: 1" = 20'
CHECKED BY: JSB	DATE: JSB	PROJECT #:

PLOT DATE: 08/12/2024

SHEET #

