

2. AMENDMENT/MODIFICATION NUMBER **P00076** 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQUISITION NUMBER 5. PROJECT NUMBER (If applicable)

6. ISSUED BY CODE SP0600 7. ADMINISTERED BY (If other than Item 6) CODE

DLA ENERGY - UTILITY SERVICES
 8725 JOHN J. KINGMAN ROAD, STP 10400
 FORT BELVOIR, VA 22060-6222
 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA
 PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code)

Hardin County Water District No. 1
 1400 Rogersville Road
 Radcliff, KY 40160-9343
 Phone: (270) 351-3222 ext. 208
 Fax: (270) 352-3055
 POC: Stephen Hogan, General Manager
 Cage: 316V9
 SAM#: LE2BL71N8LQ3

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

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 See Section G, Accounting and Appropriation Data

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

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services

D. OTHER (Specify type of modification and authority)

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

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

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

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) **STEPHEN M. HOGAN, GENERAL MANAGER** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **CARL SILVERSTONE, CONTRACTING OFFICER**

15B. CONTRACTOR/OFFEROR *Stephen M. Hogan* 15C. DATE SIGNED **9-11-2023** 16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2023.04.11 15:23:22 -0400 16C. DATE SIGNED **April 11, 2023**



Previous edition unusable

- A. The purpose of this modification is to:
- 1) Accept Hardin County Water District No.1's (HCWD1) proposal submission dated 28 November 2022 to read an additional 22 water meter sites; and
 - 2) Update Section B, Schedule B.3, to edit SubCLIN 0012AB, and create SubCLIN 0012AC, and to provide funding to SubCLIN 0012AB for Contract Year 12's Monthly Utility Service Charge in the total amount of \$1,651,579.32; and
 - 3) Update Section B.4, Monthly Utility Service Charge-Schedule; and
 - 4) Update Section G, G.5, Accounting and Appropriation Data
- B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLIN 0012: Changes are in red.

B.3 Schedule

Utility Service Payment by the Government
CLIN 0012 is hereby revised as follows:
 From:

0012	Monthly Utility Service Charge Year 12	Qty	Unit	Unit Price	Total Price
0012AA	Months 134 - 135 of 600 ACRN: BK February 1, 2023 – March 31, 2023	2	Mo	\$274,977.22	\$549,954.44
0012AB	Months 136 -146 of 600 ACRN: TBD April 1, 2023 – January 31, 2024.	10	Mo	\$274,977.22	\$2,749,772.20

To:

0012	Monthly Utility Service Charge Year 12	Qty	Unit	Unit Price	Total Price
0012AA	Months 134 - 135 of 600 ACRN: BK February 1, 2023 – March 31, 2023	2	Mo	\$274,977.22	\$549,954.44
0012AB	Months 136 - 141 of 600 ACRN: BK April 1, 2023 – September 30, 2023	6	Mo	\$275,263.22	\$1,651,579.32
0012AC	Months 142 - 145 of 600 ACRN: TBD October 1, 2023 – January 31, 2024	4	Mo	\$275,263.22	\$1,101,052.88

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- 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:

Contract Year	Monthly Service Charge	Purchase Price Recovery Surcharge	Monthly Credit	Monthly Utility Service Charge	Annual Utility Service Charge
1	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
2	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
3	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
4	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
5	\$246,172.00	\$85,968.00	(\$85,968.00)	\$246,172.00	\$2,954,064.00
6	\$245,094.00	\$85,968.00	(\$85,968.00)	\$245,094.00	\$2,941,128.00
7	\$249,388.78	\$85,968.00	(\$85,968.00)	\$249,388.78	\$2,992,665.36
8	\$256,515.11	\$85,968.00	(\$85,968.00)	\$256,515.11	\$3,078,181.32
9	\$261,011.05	\$85,968.00	(\$85,968.00)	\$261,011.05	\$3,132,132.60
10	\$265,585.79	\$85,968.00	(\$85,968.00)	\$265,585.79	\$3,187,029.49
11	\$270,240.71			\$270,240.71	\$3,242,888.56
12	\$275,263.22			\$275,263.22	\$3,303,158.64
13	\$280,082.75			\$280,082.75	\$3,360,933.00
14	\$284,986.75			\$284,986.75	\$3,419,841.00
15	\$289,976.70			\$289,976.70	\$3,479,720.35
16	\$295,054.10			\$295,054.10	\$3,540,649.25
17	\$300,220.50			\$300,220.50	\$3,602,646.06
18	\$305,477.46			\$305,477.46	\$3,665,729.48
19	\$310,826.55			\$310,826.55	\$3,729,918.57
20	\$316,269.39			\$316,269.39	\$3,795,232.70
21	\$321,807.63			\$321,807.63	\$3,861,691.59
22	\$327,442.94			\$327,442.94	\$3,929,315.31
23	\$333,177.02			\$333,177.02	\$3,998,124.26
24	\$339,011.60			\$339,011.60	\$4,068,139.24
25	\$344,948.45			\$344,948.45	\$4,139,381.36
26	\$350,989.35			\$350,989.35	\$4,211,872.14
27	\$357,136.12			\$357,136.12	\$4,285,633.47
28	\$363,390.64			\$363,390.64	\$4,360,687.62
29	\$369,754.77			\$369,754.77	\$4,437,057.24
30	\$376,230.45			\$376,230.45	\$4,514,765.39
31	\$382,819.63			\$382,819.63	\$4,593,835.53
32	\$389,524.29			\$389,524.29	\$4,674,291.53
33	\$396,346.47			\$396,346.47	\$4,756,157.69
34	\$403,288.23			\$403,288.23	\$4,839,458.71
35	\$410,351.65			\$410,351.65	\$4,924,219.75
36	\$417,538.87			\$417,538.87	\$5,010,466.40
37	\$424,852.06			\$424,852.06	\$5,099,224.69
38	\$432,293.43			\$432,293.43	\$5,187,521.12
39	\$439,865.22			\$439,865.22	\$5,278,382.65
40	\$447,569.73			\$447,569.73	\$5,370,836.71
41	\$455,409.27			\$455,409.27	\$5,464,911.21
42	\$463,386.21			\$463,386.21	\$5,560,634.56
43	\$471,502.97			\$471,502.97	\$5,658,035.65
44	\$479,761.99			\$479,761.99	\$5,757,143.89
45	\$488,165.77			\$488,165.77	\$5,857,999.53

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46	\$496,716.83	\$496,716.83	\$5,960,602.02
47	\$505,417.78	\$505,417.78	\$6,065,013.34
48	\$514,271.22	\$514,271.22	\$6,171,254.67
49	\$523,279.84	\$523,279.84	\$6,279,358.10
50	\$532,446.35	\$532,446.35	\$6,389,356.26

❖ Contract Year 12 Annual Utility Service Charge will only be funded for \$3,302,586.64 due to the change in Monthly Service Charge taking effect April 1, 2023.

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

Funds are provided under the Direct Cite MIPR Number MIPR 11895153, Amendment 1 and a revised breakdown of ACRN BK is provided as follows:

ACRN BK \$2,201,533.76		
2120232023 2020000 A60TE 131079QUTS 2540 0011895153 S.0070014.22.2 021001		
Modification P00074	Basic	\$549,954.44
Modification P00076	Amendment 1	\$1,651,579.32
	Total	\$2,201,533.76
Funding Breakdown		
P00074	On SubCLIN 0012AA	\$549,954.44
P00076	On SubCLIN 0012AB	\$1,651,579.32
Total Funding for ACRN BK		\$2,201,533.76

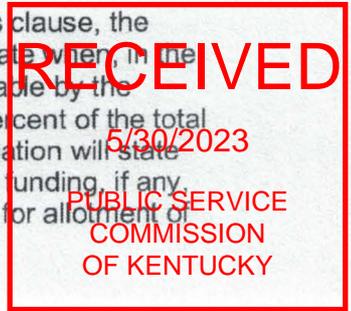
E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of \$68,347,391.57 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items for convenience includes costs, profit, and estimated termination settlement costs for those items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of



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

(d) When additional funds are allotted for continued performance of the contract line items identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract on a yearly basis no later than 30 days prior to the next Contract Year Period of Performance.

(End of clause)

F. The total amount obligated is increased by \$1,651,579.32 from \$66,695,812.25 to \$68,347,391.57.

G. The total value of the contract is increased by \$133,275.58 from \$248,614,260.16 to \$248,747,535.74.

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

End of Modification

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