AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CO	PAGE OF P	PAGES
2. AMENDMENT/MODIFICATION NUMBER	3. EFFECTIVE DATE	4. REQUISITION/PURCHASI	ASE REQUISITION NUMBER 5. PROJECT NUMB		4 plicable)
P00100	See Block 16C				
6. ISSUED BY CODE  DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEB PHONE: (445) 737-8974 E-Mail: randall.legions(6)		7. ADMINISTERED BY (	if other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (NO., s	street city, county, State,	and ZIP Code)	9A. AMENDMEN	NT OF SOLICITATION NUMBER	R
Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC: Justin Metz, General Manager CAGE: 316V9 SAM#: LE2BL71N8LQ3			9B. DATED (SEE  10A. MODIFICAT  10B. DATED (SE	TION OF CONTRACT/ORDER N	NUMBER
CODE: 316V9 FAI	CILITY CODE			September 30, 2011	
11 THIS ITEM	I ONLY APPLIES TO	AMENDMENTS OF S	OLICITATIONS		
	ESIGNATED FOR THE REC ment you desire to change a tion makes reference to the ed) ion Data  PLIES ONLY TO MOI E CONTRACT/ORDEI SUANT TO: (Specify authori	CEIPT OF OFFERS PRIOR TO IN Offer already submitted, such solicitation and this amendment of the control of the	O THE HOUR AND DATI th change may be made it ent, and is received prior  NTRACTS/ORDER RIBED IN ITEM 14. RTH IN ITEM 14 ARE MA  ATIVE CHANGES (such	E SPECIFIED MAY RESULT by letter or electronic to the opening hour and date  S.  DE IN THE CONTRACT ORDE	:R
C. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7, Change in Rates or D. OTHER (Specify type of modification and	Terms and Conditions of		ervices		
_					
<b>E. IMPORTANT</b> : Contractor ☐ is not ☒ is re	equired to sign this do	ocument and return <u>1</u>	opies to the issuing	office.	
	Knox, Kentucky – U Potable Wate	dings, including solicitation tility Privatization Co r Utility System es for Further Details	ntract	r where feasible.)	
Except as provided herein, all terms and conditions of the doc	ument referenced in Item 9/	1			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF			
JUSTIN METZ, GENERAL MANAG	1			RACTING OFFICE	<u> </u>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF	AMERICA	100: DAYE SI	IGNED
(Signature of person authorized to sign)	Sept. 30, 2025	(Signature	e of Contracting Officer)	<del>10</del> /2 <b>%/26025</b> :	30, 202
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Modification P00100 SP060011C8271 Fort Knox, KY

- A. The purpose of this modification is to:
  - 1) Accept Hardin County Water District No.1's (HCWD1) proposal submission dated July 9, 2025, to demolish the Central Water Treatment Plant (Bldg. 1205) and all of its associated exterior tanks, piping and clearwells; 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 this project encompasses to remove all structures associated with the Central WTP to four (4) feet below finished grade; to cut, cap and/or safe load all underground utilities; to fill underground or inground tanks/voids with demolished concrete and stone to within four feet of final grade. The remaining four feet shall be filled with clean soil backfill, placed in 8-inch lifts, compacted to 95% standard proctor and graded to drain. All earthen surfaces will be seeded and strawed. All access drives, parking areas, pull-offs and sidewalks associated with the Central WTP will be removed and restored to grass. Any damage to Water Street will receive asphalt restoration. The scrap metal and electric motors will be sent to Fort Knox Recycle Center, unless HCWD1 can reuse them.

Section B.3, Schedule, is revised to establish CLIN 0067 as follows:

CLIN	DESCRIPTION OF SERVICES	QTY	UNIT	UNIT PRICE	TOTAL
0067	Fort Knox Central Water Treatment Plant Demolition Period of Performance: September 30, 2025 – September 30, 2027 (NTE)	1	LO	\$1,307,297.00	\$1,307,297.00 (NTE)
	ACRN: BV				

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 BV is hereby established in the amount of \$1,307,297.00. Funds are provided under the Direct Cite MIPR Number MIPR 12350786, Basic as follows:

ACRN BV \$1,307,297.00	7700UTC 2540 004225070C C 0070044 45 2 4 024004	
Modification P00100	079QUTS 2540 0012350786 S.0070014.15.2.1 021001	
Wodification P00100	Dasic	\$1,307,297.00
	Total	\$1,307,297.00
Funding Breakdown		
P00100	CLIN 0067	\$1,307,297.00
Total Funding for ACRN BV		\$1,307,297.00

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 0067</u> are incrementally funded. For these items, the sum of \$88,820,034.71 of the total price is presently available for payment and allotted to this contract <u>0427/2025</u> 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

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> 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 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∕vы́NTUCKY later than 30 days prior to the next Contract Year Period of Performance.

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## (End of clause)

- E. The total amount obligated is increased by \$1,307,297.00 from \$87,512,737.71 to \$88,820,034.71.
- F. The total value of the contract is increased by \$1,307,297.00 from \$261,313,566.83 to \$262,620,863.83.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

**End of Modification** 



10/27/2025

PUBLIC SERVICE COMMISSION OF KENTUCKY