

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 4

2. AMENDMENT/MODIFICATION NUMBER **P00057** 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
 Radoliff, KY 40160 9343
 Phone: (270) 351-3222 ext. 208
 Fax: (270) 352-3055
 POC : Stephen Hogan, General Manager
 DUNS # 130402811

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.

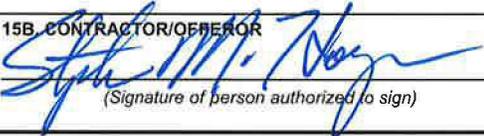
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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 HOGAN, GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 1-11-2021
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2021.01.11 14:42:01 -0500</small>	16C. DATE SIGNED January 11, 2021

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
 Prescribed by GSA FAR (48 CFR) 201.23



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NUMBER **P00057** 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
 Radoliff, KY 40160 9343
 Phone: (270) 351-3222 ext. 208
 Fax: (270) 352-3055
 POC : Stephen Hogan, General Manager
 DUNS # 130402811

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.

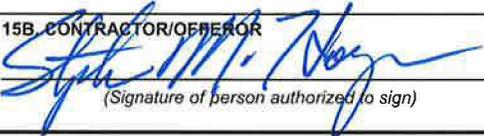
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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 HOGAN, GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 1-11-2021
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2021.01.11 14:42:01 -0500</small>	16C. DATE SIGNED January 11, 2021

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
 Prescribed by GSA FAR (48 CFR) 201.23



A. The purpose of this modification is to:

- 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0009AC for Contract Year 9's Monthly Utility Service Charge in the total amount of \$261,011.05 and funds SubCLIN 0063AB for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$99,703.55; and
- 2) Update Section G, G.5, Accounting and Appropriation Data, to establish ACRN BA;

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0009 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0009 is hereby revised as follows:

FROM:

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

To:

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

SUBCLIN 0063AB is hereby established as follows:

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

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

G.5 Accounting and Appropriation Data



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

ACRN BA \$360,714.60 02120212021 2020000 A60TE 131079QUTS 2540 0011589716 S.0070014.22.2 021001		
MIPR11589716 dated December 29, 2020	Basic	\$360,714.60
	Total	\$360,714.60
Funding Breakdown		
	P00057 On SubCLIN 0009AC	\$261,011.05
	P00057 On SubCLIN 0063AB	\$99,703.55
	Total Funding for ACRN BA	\$360,714.60

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

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

(a) Contract line items 0001 to 0063 are incrementally funded. For these items, the sum of \$57,672,693.77 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line items 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 \$360,714.60 from \$57,311,979.17 to \$57,672,693.77.
- F. The total value of the contract is increased by \$99,703.55 from \$246,471,310.57 to \$246,571,014.12.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

2. AMENDMENT/MODIFICATION NUMBER P00058	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
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6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6)	CODE
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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 DUNS # 130402811	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.**

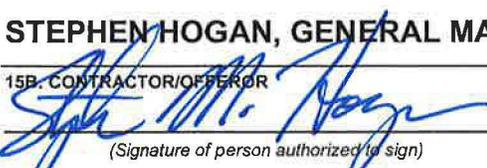
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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 HOGAN, GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER
15B. CONTRACTOR/OFFICER  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2021.02.05 15:28:15 -05'00'</small> (Signature of Contracting Officer)
15C. DATE SIGNED 2-5-2021	16C. DATE SIGNED February 5, 2021



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:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0010 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby established as follows:

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

SUBCLIN 0063AC is hereby revised as follows:

FROM:

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

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

TO:

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

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

G.5 Accounting and Appropriation Data

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

ACRN BB \$1,101,110.52 02120212021 2020000 A60TE 131079QUTS 2540 0011601757 S.0070014.22.2 021001			
MIPR11601757 dated January 28, 2021		Basic	\$1,101,110.52
		Total	\$1,101,110.52
Funding Breakdown			
	P00058	On SubCLIN 0010AA	\$796,757.37
	P00058	On SubCLIN 0063AC	\$304,353.15
	Total Funding for ACRN BB		\$1,101,110.52

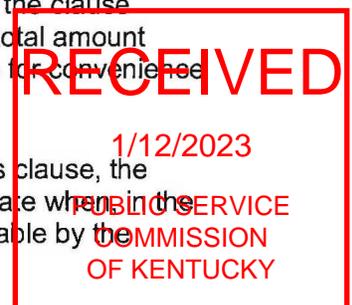
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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

(a) Contract line items 0001 to 0063 are incrementally funded. For these items, the sum of \$58,773,804.29 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line items 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 \$1,101,110.52 from \$57,672,693.77 to ~~\$58,773,804.29.~~

F. The total value of the contract is increased by \$304,353.15 from \$246,571,014.12 to ~~\$246,875,367.27.~~

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

End of Modification



2. AMENDMENT/MODIFICATION NUMBER P00059	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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 DUNS # 130402811		9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.

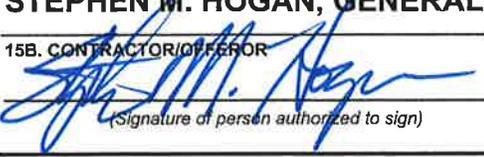
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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  (Signature of person authorized to sign)	15C. DATE SIGNED 5-20-2021
16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED May 20, 2021



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:

- 1) Update Section B, Schedule B.3, to provide funding to SubCLIN 0010AA for Contract Year 10's Monthly Utility Service Charge in the total amount of \$1,327,928.95 and funds SubCLIN 0063AC for Muldraugh Water Treatment Plant Operations FY2021 in the total amount of \$507,255.25; and
- 2) Update Section G, G.5, Accounting and Appropriation Data, to revise ACRN BB;
- 3) Revise Section I.5, *Other Contract Clauses*, to replace DFARS Clause 252.204-7012, *Safeguarding Unclassified Controlled Technical Information (NOV 2013)* and replace with DFARS 252.204-7012, *Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)*; and
- 4) Incorporate DFARS Clause 252.204-7020, *NIST SP 800-171 DOD Assessment Requirements (Nov 2020)*, under Section I, *Contract Clauses*.

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0010 and 0063:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby **revised** as follows:
 FROM:

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

TO:

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

SUBCLIN 0063AC is hereby **revised** as follows:
 FROM:

0063	Muldraugh Water	Qty	Unit	Unit Price	Total Price



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

TO:

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

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

G.5 Accounting and Appropriation Data

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

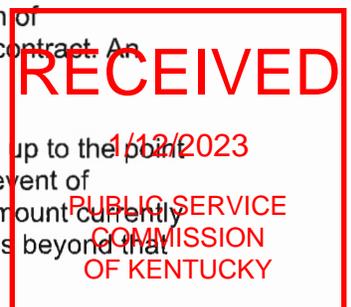
ACRN BB \$1,835,184.20 02120212021 2020000 A60TE 131079QUTS 2540 0011601757 S.0070014.22.2 021001			
MIPR11601757 dated January 28, 2021		Basic	\$1,101,110.52
		Amendment 1	\$1,835,184.20
		Total	\$2,936,294.72
Funding Breakdown			
	P00058	On SubCLIN 0010AA	\$796,757.37
	P00058	On SubCLIN 0063AC	\$304,353.15
	P00059	On SubCLIN 0010AA	\$1,327,928.95
	P00059	On SubCLIN 0063AC	\$507,255.25
	Total Funding for ACRN BB		\$2,936,294.72

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

1.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0063 are incrementally funded. For these items, the sum of \$60,608,998.49 of the total price is presently available for payment and allotted to this contract. 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)



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

(a) *Definitions.* As used in this clause—

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

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

Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

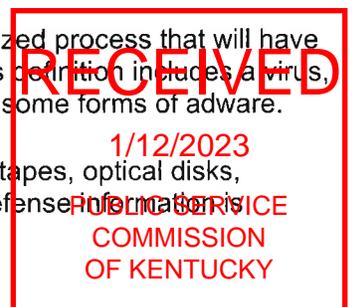
Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This 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:

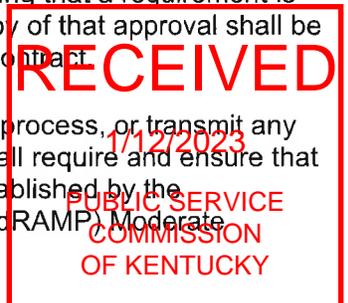
(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal 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 <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the 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.

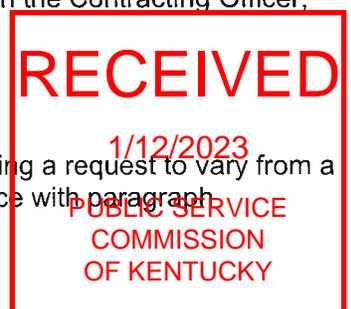
(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable 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)

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

(a) *Definitions.*

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

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

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

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

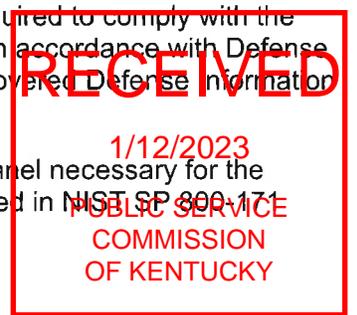
- (1) Consists of—
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review;
 - (iii) Verification, examination, and demonstration of a Contractor's system security plan to validate that NIST SP 800-171 security requirements have been implemented as described in the contractor's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

Medium Assessment means an assessment conducted by the Government that—

- (1) Consists of—
 - (i) A review of a contractor's Basic Assessment;
 - (ii) A thorough document review; and
 - (iii) Discussions with the contractor to obtain additional information or clarification, as needed; and
- (2) Results in a confidence level of "Medium" in the resulting score.

(b) *Applicability.* This clause applies to covered contractor information systems that are required to comply with the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, in accordance with Defense Federal Acquisition Regulation System (DFARS) clause at 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, of this contract.

(c) *Requirements.* The Contractor shall provide access to its facilities, systems, and personnel necessary for the Government to conduct a Medium or High NIST SP 800-171 DoD Assessment, as described in NIST SP 800-171 DoD Assessment Methodology



at https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__implementation__of__NIST__SP__800-171.html, if necessary.

(d) *Procedures.* Summary level scores for all assessments will be posted in the Supplier Performance Risk System (SPRS) (<https://www.sprs.csd.disa.mil/>) to provide DoD Components visibility into the summary level scores of strategic assessments.

(1) *Basic Assessments.* A contractor may submit, via encrypted email, summary level scores of Basic Assessments conducted in accordance with the NIST SP 800-171 DoD Assessment Methodology to webptsmh@navy.mil for posting to SPRS.

(i) The email shall include the following information:

(A) Version of NIST SP 800-171 against which the assessment was conducted.

(B) Organization conducting the assessment (e.g., Contractor self-assessment).

(C) For each system security plan (security requirement 3.12.4) supporting the performance of a DoD contract—

(1) All industry Commercial and Government Entity (CAGE) code(s) associated with the information system(s) addressed by the system security plan; and

(2) A brief description of the system security plan architecture, if more than one plan exists.

(D) Date the assessment was completed.

(E) Summary level score (e.g., 95 out of 110, NOT the individual value for each requirement).

(F) Date that all requirements are expected to be implemented (i.e., a score of 110 is expected to be achieved) based on information gathered from associated plan(s) of action developed in accordance with NIST SP 800-171.

(ii) If multiple system security plans are addressed in the email described at paragraph (b)(1)(i) of this section, the Contractor shall use the following format for the report:

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

(2) *Medium and High Assessments.* DoD will post the following Medium and/or High Assessment summary level scores to SPRS for each system security plan assessed:

(i) The standard assessed (e.g., NIST SP 800-171 Rev 1).

(ii) Organization conducting the assessment, e.g., DCMA, or a specific organization (identified by Department of Defense Activity Address Code (DoDAAC)).

(iii) All industry CAGE code(s) associated with the information system(s) addressed by the system security plan.



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

(e) *Rebuttals.*

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

(f) *Accessibility.*

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

(g) *Subcontracts.*

- (1) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items (excluding COTS items).
- (2) The Contractor shall not award a subcontract or other contractual instrument, that is subject to the implementation of NIST SP 800-171 security requirements, in accordance with DFARS clause 252.204-7012 of this contract, unless the subcontractor has completed, within the last 3 years, at least a Basic NIST SP 800-171 DoD Assessment, as described in https://www.acq.osd.mil/dpap/pdi/cyber/strategically__assessing__contractor__implementation__of__NIST__S_P__800-171.html, for all covered contractor information systems relevant to its offer that are not part of an information technology service or system operated on behalf of the Government.
- (3) If a subcontractor does not have summary level scores of a current NIST SP 800-171 DoD Assessment (*i.e.*, not more than 3 years old unless a lesser time is specified in the solicitation) posted in SPRS, the subcontractor may conduct and submit a Basic Assessment, in accordance with the NIST SP 800-171 DoD Assessment Methodology, to webpmsmh@navy.mil for posting to SPRS along with the information required by paragraph (d) of this clause.

(End of clause)



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

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NUMBER P00060		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil		7. ADMINISTERED BY (If other than Item 6) CODE		

8. NAME AND ADDRESS OF CONTRACTOR (NO., street city, county, State, and ZIP Code) Hardin County Water District No. 1 1400 Rogersville Road Radcliff, KY 40160-9343 Phone: (270) 351-3222 ext. 208 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 29 CFR §5.5(a) and 29 CFR §1.6(f)

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.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED June 17, 2021



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:

1. To revise Section C, *Description/Specifications/Work Statement*, to establish Section C.5.2.10 *Applicability of Service Contract Labor Standards and Wage Rate Requirements* as provided herein;
2. To revise Section I, *Contract Clauses*, to establish Section I.6 *Clauses Incorporated by Reference: Construction Wage Rates Requirements* as provided herein; and
3. To revise Section J, *List of Attachments*, to establish Attachment J44 *Wage Determination*

B. Section C - *Description/Specifications/Work Statement* - As a result of the changes described in Paragraph A, Section C is revised to establish Section C.5.2.10 *Applicability of Service Contract Labor Standards and Wage Rate Requirements* as follows:

C.5.2.10 Applicability of Wage Rate Requirements

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

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

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

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

Paragraph	Clause Title	IAW	Date
52.222-6	Construction Wage Rate Requirements	FAR 22.407(a)	Aug 2018
52.222-7	Withholding of Funds	FAR 22.407(a)	May 2014
52.222-8	Payrolls and Basic Records	FAR 22.407(a)	Aug 2018
52.222-9	Apprentices and Trainees	FAR 22.407(a)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	FAR 22.407(a)	Feb 1988
52.222-11	Subcontracts (Labor Standards)	FAR 22.407(a)	May 2014
52.222-12	Contract Termination – Debarment	FAR 22.407(a)	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	FAR 22.407(a)	May 2014
52.222-14	Disputes Concerning Labor Standards	FAR 22.407(a)	Feb 1988
52.222-15	Certification of Eligibility	FAR 22.407(a)	May 2014

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

Attachments	Title
JA1	Potable Water Utility System
JA44	Wage Determination
Exhibits	Title
JE2	Service Interruption/Contingency and Catastrophic Loss Plan
JE3	Operations and Maintenance/Quality Management Plan
JE4	Initial System Deficiency Corrections and Initial Renewals and Replacements Plan



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

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

Kentucky Heavy

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

Hardin County, Kentucky Heavy

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

Hardin County, Kentucky Building

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

Larue and Meade County, Kentucky Heavy

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

Larue and Meade County, Kentucky Building

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

Bullitt County, Kentucky Heavy

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

Bullitt County, Kentucky Building

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

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

F. The total amount obligated remains the same at \$60,608,998.49.

G. The total value of the contract remains the same at \$247,382,622.52.

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

End of Modification



"General Decision Number: KY20210001 01/01/2021

Superseded General Decision Number: KY20200001

State: Kentucky

Construction Type: Heavy Dredging

Counties: Kentucky Statewide.

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

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

Modification Number Publication Date
0 01/01/2021

* SUKY1994-002 04/01/1994

	Rates	Fringes
Derrick Operator.....	\$ 7.25	
Dozer Operator.....	\$ 7.25	
Dredge 16" and Over		
Deckhand.....	\$ 7.25	
Dredge Tender Operator.....	\$ 7.25	
Fireman.....	\$ 7.25	
First Assistant Engineer....	\$ 7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Second Assistant Engineer...\$	7.25	
Shoreman.....	\$ 7.25	
Third Assistant Engineer...\$	7.25	
Truck Driver.....	\$ 7.25	
Welder.....	\$ 7.25	
Dredge Under 16"		
Deckhand.....	\$ 7.25	
Dredge tender Operator.....\$	7.25	
Leverman.....	\$ 7.25	
Oiler.....	\$ 7.25	
Welder.....	\$ 7.25	
Hydraulic Dredging		
First Cook.....	\$ 7.25	
Handyman.....	\$ 7.25	
Janitor - Cabin Person.....\$	7.25	
Second Cook.....	\$ 7.25	
Marsh Buggy Dragline		



Oiler.....\$ 7.25
Operator.....\$ 7.25

Self-Propelled Hopper Dredge
Drag Tender.....\$ 9.70 3.45+a

FOOTNOTE:

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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



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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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



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

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END OF GENERAL DECISION

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RECEIVED
1/12/2023
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

"General Decision Number: KY20210070 03/05/2021

Superseded General Decision Number: KY20200070

State: Kentucky

Construction Type: Heavy

County: Hardin County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

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

CARP0064-007 04/01/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 29.81	19.96

* ELEC0369-008 05/26/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 33.21	17.85

ENGI0181-024 07/01/2020

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete

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

GROUP 4 - Oiler; Pump

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

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



IRON0070-001 06/01/2020

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING).....	\$ 30.42	23.15

LABO0265-014 05/01/2015

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 28.89	9.85
Flagger.....	\$ 28.72	9.85

LABO0576-002 07/01/2020

	Rates	Fringes
LABORER		
Concrete Finishing.....	\$ 25.54	14.24
Concrete Worker.....	\$ 24.64	14.24

* UAVG-KY-0005 01/01/2019

	Rates	Fringes
OPERATOR: Forklift.....	\$ 31.43	15.75

SUKY2011-026 06/25/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.46	17.49
LABORER: Common or General.....	\$ 16.18	10.43
LABORER: Pipelayer.....	\$ 18.56	4.50
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.85	5.00
OPERATOR: Bulldozer.....	\$ 25.35	16.74
OPERATOR: Loader.....	\$ 26.50	13.00
OPERATOR: Mechanic.....	\$ 25.81	13.00
OPERATOR: Roller.....	\$ 23.39	13.00
OPERATOR: Trencher.....	\$ 26.34	12.58
TRUCK DRIVER: Dump Truck.....	\$ 16.80	4.06

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

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

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



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

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

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on



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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION"



"General Decision Number: KY20210091 03/05/2021

Superseded General Decision Number: KY20200091

State: Kentucky

Construction Type: Building

County: Hardin County in Kentucky.

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

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

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

BOIL0040-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 35.10	27.56

* ELEC0369-015 05/26/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 33.21	17.85

ENGI0181-054 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill).....	\$ 33.58	17.25

ENGI0181-079 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader).....	\$ 33.58	17.25

ENGI0181-081 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 33.58	17.25

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



ENGI0181-082 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 33.58	17.25

ENGI0181-093 07/01/2020		
	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 28.20	17.25

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	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.47	21.20

IRON0070-014 06/01/2020		
	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 30.42	23.15

LAB00576-012 07/01/2020		
	Rates	Fringes
LABORER (Mason Tender - Cement/Concrete).....	\$ 20.72	11.40

LAB00576-018 07/01/2020		
	Rates	Fringes
LABORER (Power Tool Operator)....	\$ 20.72	11.40

PLUM0502-006 08/01/2020		
	Rates	Fringes
PLUMBER.....	\$ 34.37	23.33

PLUM0502-019 08/01/2020		
	Rates	Fringes
PIPEFITTER.....	\$ 34.37	23.33

SFKY0669-001 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.63	22.07

SHEE0110-005 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.13	23.07

* UAVG-KY-0019 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.60	16.62

SUKY2015-030 06/02/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.83	12.67
BRICKLAYER.....	\$ 24.24	8.25
CARPENTER (Acoustical Ceiling		



Installation Only).....	\$ 25.77	7.40
CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 21.72	13.52
CARPENTER (Floor Laying-Vinyl Only).....	\$ 29.99	1.32
CARPENTER (Form Work Only).....	\$ 22.19	12.25
CARPENTER, excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Formwork and Floor Laying - Vinyl.....	\$ 23.54	9.10
CEMENT MASON/CONCRETE FINISHER...	\$ 20.21	9.70
LABORER: Common or General.....	\$ 18.86	5.22
LABORER: Mason Tender - Brick...	\$ 19.24	3.79
LABORER: Pipelayer.....	\$ 20.36	9.90
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.35	13.00
OPERATOR: Bulldozer.....	\$ 21.49	3.84
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.52	4.00
OPERATOR: Roller.....	\$ 23.60	12.65
PAINTER (Brush and Roller).....	\$ 20.83	11.84
PAINTER: Spray.....	\$ 22.81	11.87
ROOFER.....	\$ 20.61	5.12
TILE FINISHER.....	\$ 15.42	5.63
TILE SETTER.....	\$ 22.64	6.10
TRUCK DRIVER: Dump Truck.....	\$ 23.60	8.03

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

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

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

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



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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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



and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"



"General Decision Number: KY20210086 03/05/2021

Superseded General Decision Number: KY20200086

State: Kentucky

Construction Type: Heavy

Counties: Larue and Meade Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

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

CARP0064-007 04/01/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 29.81	19.96

* ELEC0369-008 05/26/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 33.21	17.85

ENGI0181-024 07/01/2020

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

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - Crane; Drill; Pumpcrete
- GROUP 2 - Bobcat/Skid Steer/Skid Loader; Concrete Pump
- GROUP 4 - Oiler; Pump

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

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



IRON0070-001 06/01/2020

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING).....	\$ 30.42	23.15

LABO0265-014 05/01/2015

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 28.89	9.85
Flagger.....	\$ 28.72	9.85

LABO0576-002 07/01/2020

	Rates	Fringes
LABORER		
Concrete Finishing.....	\$ 25.54	14.24
Concrete Worker.....	\$ 24.64	14.24

* UAVG-KY-0005 01/01/2019

	Rates	Fringes
OPERATOR: Forklift.....	\$ 31.43	15.75

SUKY2011-042 06/25/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.46	17.49
LABORER: Common or General.....	\$ 17.17	0.00
LABORER: Pipelayer.....	\$ 18.56	4.50
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.85	5.00
OPERATOR: Bulldozer.....	\$ 25.35	16.74
OPERATOR: Loader.....	\$ 26.50	13.00
OPERATOR: Mechanic.....	\$ 25.81	13.00
OPERATOR: Roller.....	\$ 23.39	13.00
OPERATOR: Trencher.....	\$ 26.34	12.58
TRUCK DRIVER: Dump Truck.....	\$ 16.80	4.06

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

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

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



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

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

WAGE DETERMINATION APPEALS PROCESS

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=====

END OF GENERAL DECISION"



"General Decision Number: KY20210105 03/05/2021

Superseded General Decision Number: KY20200105

State: Kentucky

Construction Type: Building

Counties: Larue and Meade Counties in Kentucky.

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

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

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* ELEC0369-015 05/26/2020

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ENGI0181-079 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader).....	\$ 33.58	17.25

ENGI0181-081 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 33.58	17.25

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	Rates	Fringes
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LABORER: Common or General.....	\$ 18.87	5.29
LABORER: Mason Tender - Brick...	\$ 19.24	3.79
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TILE SETTER.....	\$ 22.64	6.10
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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



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

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

Wage and Hour Administrator
U.S. Department of Labor
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Washington, DC 20210

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

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

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

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

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END OF GENERAL DECISION"



"General Decision Number: KY20210064 03/05/2021

Superseded General Decision Number: KY20200064

State: Kentucky

Construction Type: Heavy

County: Bullitt County in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

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

Modification Number	Publication Date
0	01/01/2021
1	03/05/2021

CARP0064-007 04/01/2020

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 29.81	19.96

ELEC0245-005 08/28/2017

	Rates	Fringes
LINE CONSTRUCTION		
Truck Driver.....	\$ 16.93	25.2%+5.50+A

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

* ELEC0369-011 09/07/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 33.21	17.85
LINE CONSTRUCTION		
Equipment Operator.....	\$ 36.17	7.99+17%
Groundman.....	\$ 23.81	7.61+17%

ENGI0181-024 07/01/2020

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Crane; Drill; Pumpcrete



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

GROUP 4 - Oiler; Pump

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

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

IRON0070-001 06/01/2020

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND REINFORCING).....	\$ 30.42	23.15

LAB00189-018 07/01/2020

	Rates	Fringes
LABORER		
Chipping Guns, Form-Stripping & Vibrating Plate..	\$ 23.51	15.62
Grade Checker & Signal Man..	\$ 23.26	15.62

LAB00265-014 05/01/2015

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 28.89	9.85
Flagger.....	\$ 28.72	9.85

LAB00576-001 07/01/2020

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

* UAVG-KY-0004 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION: Lineman.....	\$ 38.07	14.30

* UAVG-KY-0005 01/01/2019

	Rates	Fringes
OPERATOR: Forklift.....	\$ 31.43	15.75

SUKY2011-020 06/25/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 25.46	17.49
LABORER: Backfiller.....	\$ 20.21	10.19
LABORER: Common or General.....	\$ 20.36	10.62
LABORER: Pipelayer.....	\$ 24.85	8.72
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 27.48	13.00
OPERATOR: Bulldozer.....	\$ 24.73	15.19
OPERATOR: Loader.....	\$ 26.50	13.00



OPERATOR: Mechanic.....	\$ 25.81	13.00
OPERATOR: Roller.....	\$ 23.39	13.00
OPERATOR: Trencher.....	\$ 26.34	12.58
TRUCK DRIVER: Dump Truck.....	\$ 16.80	4.06

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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



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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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



END OF GENERAL DECISION"

RECEIVED
1/12/2023
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

"General Decision Number: KY20210087 03/05/2021

Superseded General Decision Number: KY20200087

State: Kentucky

Construction Type: Building

County: Bullitt County in Kentucky.

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

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

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

BOIL0040-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 35.10	27.56

CARP0175-001 12/01/2020

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation, Form Work, and Floor Laying - Carpet and Vinyl).....	\$ 26.75	19.61

CARP1076-001 06/01/2018

	Rates	Fringes
MILLWRIGHT.....	\$ 27.20	19.97

* ELEC0369-012 05/26/2020

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 33.21	17.85

ELEV0020-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.09	35.825

PAID HOLIDAYS:



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

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

ENGI0181-054 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Drill).....	\$ 33.58	17.25

ENGI0181-079 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Loader).....	\$ 33.58	17.25

ENGI0181-081 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....	\$ 33.58	17.25

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

ENGI0181-082 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Forklift).....	\$ 33.58	17.25

ENGI0181-093 07/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Oiler).....	\$ 28.20	17.25

IRON0044-017 06/01/2020

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.47	21.20

IRON0070-014 06/01/2020

	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 30.42	23.15

LAB00576-016 07/01/2020

	Rates	Fringes
LABORER (Backfiller, Carpenter Tender, Demolition, Common or General).....	\$ 20.52	11.40

LAB00576-017 07/01/2020

	Rates	Fringes
LABORER (Grouting, Mason Tender - Cement/Concrete, Power Tool Operator, Tamper - Hand Held, Vibrating Plate).....	\$ 20.72	11.40

PLUM0502-006 08/01/2020

	Rates	Fringes
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PLUMBER.....	\$ 34.37	23.33

PLUM0502-011 08/01/2020		
	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 34.37	23.33

ROOF0147-001 07/01/2020		
	Rates	Fringes
ROOFER.....	\$ 25.00	10.79

SFKY0669-001 01/01/2021		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.63	22.07

SHEE0110-005 12/01/2020		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 33.13	23.07

* UAVG-KY-0015 01/01/2020		
	Rates	Fringes
LABORER: Airtool Operator.....	\$ 24.64	14.24

* UAVG-KY-0019 01/01/2019		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.60	16.62

SUKY2015-026 06/02/2015		
	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.83	12.67
BRICKLAYER.....	\$ 24.22	8.15
CEMENT MASON/CONCRETE FINISHER...\$	20.21	9.70
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 19.93	5.97
LABORER: Mason Tender - Brick...\$	18.51	1.13
LABORER: Pipelayer.....	\$ 20.36	9.90
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 22.27	3.72
OPERATOR: Bulldozer.....	\$ 21.49	3.84
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 22.52	4.00
OPERATOR: Roller.....	\$ 23.60	12.65
PAINTER (Brush and Roller).....	\$ 21.28	11.94
PAINTER: Spray.....	\$ 22.81	11.87
TILE FINISHER.....	\$ 15.42	5.63
TILE SETTER.....	\$ 22.64	6.10
TRUCK DRIVER: Dump Truck.....	\$ 23.60	8.03

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



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

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

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

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

Survey Rate Identifiers

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classifications was union data. EXAMPLE: UAVG-OH-0010
08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in
the example, is an internal number used in producing the wage
determination. 08/29/2014 indicates the survey completion date
for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
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a wage determination matter
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for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

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

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

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The request should be accompanied by a full statement of the
interested party's position and by any information (wage
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3.) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

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

END OF GENERAL DECISION"



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 4

2. AMENDMENT/MODIFICATION NUMBER P00061		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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 DUNS # 130402811	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.

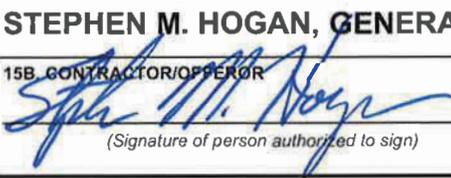
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 11-9-2021	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2021.11.09 14:32:39 -05'00' (Signature of Contracting Officer)	16C. DATE SIGNED November 8, 2021

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 101-11.6



A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

**CLIN 0010 is hereby revised as follows:
 FROM:**

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

TO:

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

**CLIN 0064 is hereby established as follows:
 FROM:**

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



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

G.5 Accounting and Appropriation Data

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

ACRN BC \$734,073.68 02120222022 2020000 A60TE 131079QUTS 2540 0011711602			
S.0070014.22.2 021001			
MIPR11711602 dated October 20, 2021		Basic	\$734,073.68
		Total	\$734,073.68
Funding Breakdown			
	P00061	On SubCLIN 0010AB	\$531,171.58
	P00061	On SubCLIN 0064AA	\$202,902.10
	Total Funding for ACRN BC		\$734,073.68

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

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

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of \$61,343,062.17 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 6

2. AMENDMENT/MODIFICATION NUMBER **P00062** 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
DUNS # 130402811

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.

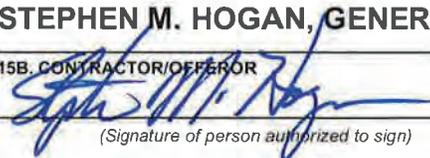
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	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  (Signature of person authorized to sign)	15C. DATE SIGNED 12-1-2021
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2021.12.22 14:37:26 -05'00'	16C. DATE SIGNED December 22, 2021



Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 201.2

A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby **revised** as follows:
 FROM:

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

TO:

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

CLIN 0064 is hereby **revised** as follows:
 FROM:

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



TO:

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

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

G.5 Accounting and Appropriation Data

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

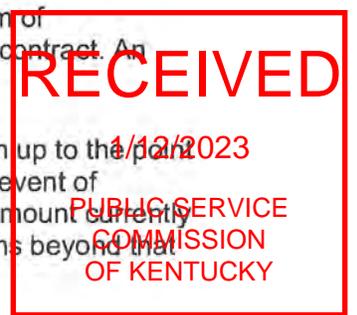
ACRN BD \$367,036.84 02120222022 2020000 A60TE 131079QUTS 2540 0011716514 S.0070014.22.2 021001		
MIPR11716514 dated November 24, 2021	Basic	\$367,036.84
	Total	\$367,036.84
Funding Breakdown		
P00062	On SubCLIN 0010AC	\$265,585.79
P00062	On SubCLIN 0064AB	\$101,451.05
Total Funding for ACRN BD		\$367,036.84

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

1.5.4 LIMITATION OF GOVERNMENT’S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of \$61,710,099.01 of the total price is presently available for payment and allotted to this contract. 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. Section I – Contract Clauses

I.5, Other Clauses

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

(a) *Definitions.* As used in this clause–

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

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

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

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

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

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.



(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

F. The total amount obligated is increased by \$367,036.84 from \$61,343,062.17 to \$61,710,099.01.

G. The total value of the contract is increased by \$101,451.05 from \$247,585,524.62 to \$247,686,975.67.

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

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00063	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		

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 DUNS # 130402811	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.

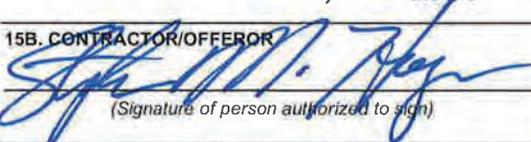
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	B. 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
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

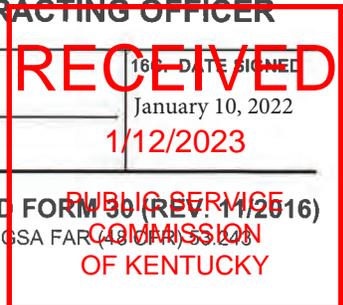
E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

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  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.01.10 14:56:53 -05'00' (Signature of Contracting Officer)
15C. DATE SIGNED 1/10/2022	16C. DATE SIGNED 1/12/2023



Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FPMR (41 CFR) 101-11.6

A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLINs 0010 and 0064:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0010 is hereby **revised** as follows:

FROM:

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

TO:

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



CLIN 0064 is hereby revised as follows:
 FROM:

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

TO:

0064	Muldraugh Water Treatment Plant Operations FY2022	Qty	Unit	Unit Price	Total Price
0064AB	ACRN: BD Period of Performance: December 01, 2021 – January 31, 2022	2	Mo	\$101,451.05	\$202,902.10
0064AC	ACRN: TBD Period of Performance: February 01, 2022 – September 30, 2022	8	Mo	\$103,229.18	\$825,833.44
0064AD	Reserved				

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

G.5 Accounting and Appropriation Data

ACRN BD is increased in the amount of \$367,036.84. Funds are provided under the Direct Cite MIPR Number MIPR 11716514, Basic and Amendment 1 as follows:



ACRN BD \$734,073.68 02120222022 2020000 A60TE 131079QUTS 2540 0011716514		
S.0070014.22.2 021001		
MIPR11716514 dated December 23, 2021	Basic	\$367,036.84
	Amendment 1	\$367,036.84
	Total	\$734,073.68
Funding Breakdown		
	P00062 On SubCLIN 0010AC	\$265,585.79
	P00062 On SubCLIN 0064AB	\$101,451.05
	P00063 On SubCLIN 0010AC	\$265,585.79
	P00063 On SubCLIN 0064AB	\$101,451.05
	Total Funding for ACRN BD	\$734,073.68

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

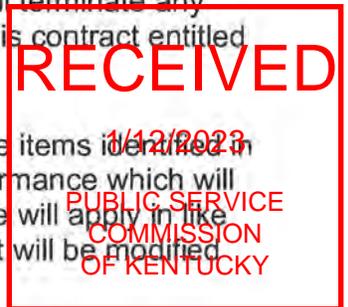
I.5.4 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of \$62,077,135.85 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line items 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 \$367,036.84 from \$61,710,099.01 to \$62,077,135.85.

F. The total value of the contract is increased by \$101,451.05 from \$247,686,975.67 to \$247,788,426.72.

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

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 6 PAGES
2. AMENDMENT/MODIFICATION NUMBER P00064	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)	
6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE		

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 DUNS # 130402811	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
		10B. DATED (SEE ITEM 13) September 30, 2011

CODE: 316V9	FACILITY CODE
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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.

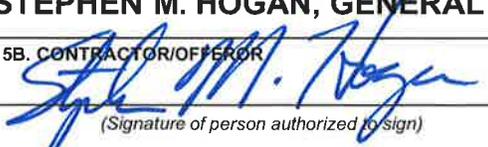
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	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 and FAR 1.108(d)(3), Application of FAR changes to solicitations and contracts
<input type="checkbox"/>	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  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED 2-10-2022	16C. DATE SIGNED February 11, 2022 1/12/2023



A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0011AA and SubCLIN 0064AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby established as follows:

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

CLIN 0064 is hereby **revised** as follows:
 FROM:

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



TO:

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

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

G.5 Accounting and Appropriation Data

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

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

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

(a) *Definitions.* As used in this clause—

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

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

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

“Payment request” and “receiving report” are defined in the clause at [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

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



(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

Invoice 2 in 1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.



Routing Data Table

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

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

The Contracting Officer and Contract Specialist(s)

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

(End of clause)

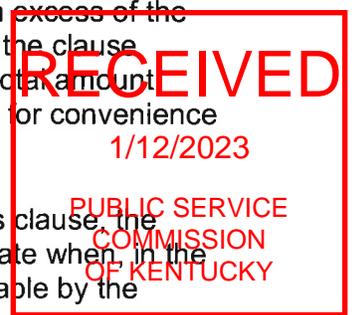
E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

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 **\$62,450,605.74** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those items regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount 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 \$373,469.89 from \$62,077,135.85 to \$62,450,605.74.
- G. The total value of the contract is increased by \$103,229.18 from \$247,788,426.72 to \$247,891,655.90.
- H. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 5
2. AMENDMENT/MODIFICATION NUMBER P00065		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	
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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3			9A. AMENDMENT OF SOLICITATION NUMBER	
			<input type="checkbox"/>	
			9B. DATED (SEE ITEM 11)	
			<input type="checkbox"/>	
			10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271	
			<input checked="" type="checkbox"/>	
			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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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/OFFICER  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 3-16-2022		16C. DATE SIGNED March 22, 2022	



Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 59.213

A. The purpose of this modification is to:

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

B. Standard Form 26, Award/Contract, Block 7, is updated to include the SAM UEI (changes included in **red, bold text**):

FROM:

Hardin County Water District No. 1
1400 ROGERSVILLE ROAD
RADCLIFF, KY 40160-9343
Phone: (270) 351-3222 ext. 2211
POC: STEPHEN HOGAN
DUNS: 130402811
CAGE: 316V9

Email: shogan@HCWD.com

TO:

Hardin County Water District No. 1
1400 ROGERSVILLE ROAD
RADCLIFF, KY 40160-9343
Phone: (270) 351-3222 ext. 2211
POC: STEPHEN HOGAN
DUNS: 130402811
SAM: LE2BL71N8LQ3
CAGE: 316V9

Email: shogan@HCWD.com

C. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0011AA and SubCLIN 0064AC:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:

FROM:

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

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

TO:

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

CLIN 0064 is hereby **revised** as follows:
 FROM:

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

TO:

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



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

G.5 Accounting and Appropriation Data

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

ACRN BE \$373,469.89 02120222022 2020000 A60TE 131079QUTS 2540 0011728662		
S.0070014.22.2 021001		
MIPR11728662 dated February 24, 2022	Basic	\$373,469.89
	Amend 1	\$373,469.89
	Total	\$746,939.78
Funding Breakdown		
	P00064 On SubCLIN 0011AA	\$270,240.71
	P00064 On SubCLIN 0064AC	\$103,229.18
	P00065 On SubCLIN 0011AA	\$270,240.71
	P00065 On SubCLIN 0064AC	\$103,229.18
	Total Funding for ACRN BE	\$746,939.78

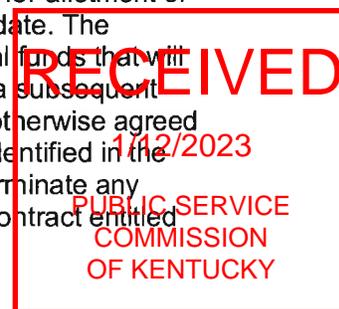
E. DFARS Clause 252.232-7007 Limitation of Government's Obligation (APR 2014) is hereby updated:

I.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 \$62,824,075.63 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled



“Termination for Convenience of the Government.”

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

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

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

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

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

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

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

(End of clause)

F. The total amount obligated is increased by \$373,469.89 from \$62,450,605.74 to \$62,824,075.63.

G. The total value of the contract is increased by \$103,229.18 from \$247,891,655.90 to \$247,994,885.08.

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

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER P00066	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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 Hogan <small>Digitally signed by: Stephen Hogan DN: CN = Stephen Hogan email = shogan@hcwd.com C = US O = HCWD Date: 2022.05.01 23:30:16 -04'00'</small> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.05.02 13:26:07 -04'00'</small> (Signature of Contracting Officer)
15C. DATE SIGNED May 2, 2022	16C. DATE SIGNED May 2, 2022



Previous edition unusable

A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0011AB, 0011AC, 0011AD and SubCLIN 0064AD and 0064AE:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:
 FROM:

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

TO:

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

\$1,080,962.84
RECEIVED
 1/12/2023
 PUBLIC SERVICE COMMISSION OF KENTUCKY

CLIN 0064 is hereby **revised** as follows:
 FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

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

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

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

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 6

2. AMENDMENT/MODIFICATION NUMBER P00067		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil		CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3		9A. AMENDMENT OF SOLICITATION NUMBER <input type="checkbox"/>
		9B. DATED (SEE ITEM 11) <input type="checkbox"/>
		10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271 <input checked="" type="checkbox"/>
		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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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 Hogan <small>Digitally signed by: Stephen Hogan DN: CN = Stephen Hogan email = shogan@howd.com C = US O = HOWD1 OU = GM Date: 2022.05.27 13:38:45 -0400</small> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA <small>Digitally signed by SILVERSTONE.CARL.1377023044 SILVERSTONE.CARL.1377023044 Date: 2022.05.31 14:48:07 -0400</small> (Signature of Contracting Officer)	16C. DATE SIGNED 1/12/2023 May 31 2022

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:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLINs 0011AC, 0011AD, 0011AE, 0011AF and SubCLINs 0064AD, 0064AE, and 0064AF:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:
 FROM:

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

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AC	Months 124 – 124 of 600 ACRN: BG May 01, 2022 – May 31, 2022	1	Mo	\$270,240.71	\$270,240.71
0011AD	Months 125 – 125 of 600 ACRN: BF June 01, 2022 - June 30, 2022	1	Mo	\$270,240.71	\$270,240.71
0011AE	Months 126 – 128 of 600 ACRN: TBD July 01, 2022 – September 30, 2022	3	Mo	\$270,240.71	\$810,722.13



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

CLIN 0064 is hereby **revised** as follows:
 FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

ACRN BF \$746,939.78 02120222022 2020000 A60TE 131079QUTS 2540 0011760907			
S.0070014.22.2 021001			
MIPR11760907 dated March 25, 2022		Basic	\$373,469.89
MIPR11760907 dated May 17, 2022		Amend 1	\$373,469.89
		Total	\$746,939.78
Funding Breakdown			
	P00066	On SubCLIN 0011AB	\$270,240.71
	P00066	On SubCLIN 0064AD	\$103,229.18
	P00067	On SubCLIN 0011AD	\$270,240.71
	P00067	On SubCLIN 0064AF	\$103,229.18
	Total Funding for ACRN BF		\$746,939.78

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

ACRN BG \$373,469.89 02120222022 2020000 A60TE 131079QUTS 2540 0011776872			
S.0070014.22.2 2020000			
MIPR11776872 dated May 2, 2022		Basic	\$373,469.89
		Total	\$373,469.89
Funding Breakdown			
	P00067	On SubCLIN 0011AC	\$270,240.71
	P00067	On SubCLIN 0064AE	\$103,229.18
	Total Funding for ACRN BG		\$373,469.89

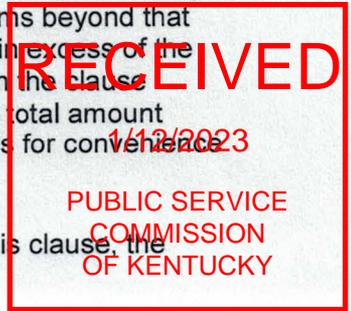
D. DFARS Clause 252.232-7007 Limitation of Government’s Obligation (APR 2014) is hereby updated:

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

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of **\$63,944,485.30** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those items beyond that point. The Government will not be obligated in any event to reimburse the Contractor in 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. SECTION J LIST OF ATTACHMENTS

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

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



Hardin County, Kentucky Building

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

Larue and Meade County, Kentucky Heavy

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

Larue and Meade County, Kentucky Building

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

Bullitt County, Kentucky Heavy

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

Bullitt County, Kentucky Building

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

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

(End of clause)

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

End of Modification

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2. AMENDMENT/MODIFICATION NUMBER P00068	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 SAM # LE2BL71N8LQ3		9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	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
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

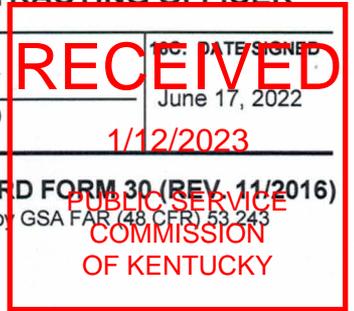
E. IMPORTANT: Contractor is not is required to sign this document and return 0 copies to the issuing office.

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 <small>Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.06.17 14:23:16 -0400</small>
	16C. DATE SIGNED June 17, 2022



Previous edition unusable

A. The purpose of this modification is to:

1) To revise Section G.5, Accounting and Appropriation Data, to correct ACRN BG

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

G.5 Accounting and Appropriation Data

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

ACRN BG \$373,469.89 02120222022 2020000 A60TE 131079QUTS 2540 0011776872		
S.0070014.22.2 021001		
MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
	Total	\$373,469.89
Funding Breakdown		
	P00067 On SubCLIN 0011AC	\$270,240.71
	P00067 On SubCLIN 0064AE	\$103,229.18
	Total Funding for ACRN BG	\$373,469.89

C. The total amount obligated remains unchanged at \$63,944,485.30.

D. The total value of the contract remains unchanged at \$248,304,572.62.

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

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
 1 | 5

2. AMENDMENT/MODIFICATION NUMBER P00069		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 10400 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil		SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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/OFFICER  (Signature of person authorized to sign)	15C. DATE SIGNED 6-30-2022	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.06.30 15:57:37 -0400 (Signature of Contracting Officer)	16C. DATE SIGNED June 30, 2022

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:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0011AE, 0011AF, 0011AG and SubCLIN 0064AG and 0064AH:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:
 FROM:

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

TO:

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

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CLIN 0064 is hereby **revised** as follows:
 FROM:

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

TO:

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

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

G.5 Accounting and Appropriation Data

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

ACRN BH \$373,469.89 2120222022 2020000 A60TE 131079QUTS 2540 0011795713 S.0070014.22.2 021001			
MIPR11795713 dated June 27, 2022		Basic	\$373,469.89
		Total	\$373,469.89
Funding Breakdown			
	P00069	On SubCLIN 0011AE	\$270,240.71
	P00069	On SubCLIN 0064AG	\$103,229.18
	Total Funding for ACRN BH		\$373,469.89

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

I.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 **\$64,317,955.19** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.



(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.

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

(End of clause)

- E. The total amount obligated is increased by \$373,469.89 from \$63,944,485.30 to \$64,317,955.19.
- F. The total value of the contract is increased by \$103,229.18 from \$248,304,572.62 to \$248,407,801.80.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES

1 4

2. AMENDMENT/MODIFICATION NUMBER P00070	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEIBA PHONE : (571) 767-0488 E-Mail : randall.legions@dia.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 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.

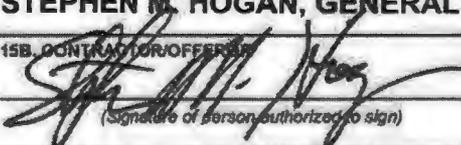
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	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
<input type="checkbox"/>	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	15B. CONTRACTOR OFFER  (Signature of person authorized to sign)	15C. DATE SIGNED 7-3-2022	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.07.22 14:10:28 -0400 (Signature of Contracting Officer)	16C. DATE SIGNED July 22, 2022
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Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (41 CFR) 201.11



PUBLIC SERVICE
COMMISSION
OF KENTUCKY

A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of SubCLIN 0011AF and SubCLIN 0064AH:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:
 FROM:

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

TO:

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

CLIN 0064 is hereby **revised** as follows:
 FROM:

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

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TO:

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

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

G.5 Accounting and Appropriation Data

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

ACRN BG \$746,939.78 02120222022 2020000 A60TE 131079QUTS 2540 0011776872 S.0070014.22.2 2020000			
MIPR11776872 dated May 2, 2022		Basic	\$373,469.89
MIPR11776872 dated July 7, 2022		Amend 1	\$746,939.78
		Total	\$ 1,120,409.67
Funding Breakdown			
	P00067	On SubCLIN 0011AC	\$270,240.71
	P00067	On SubCLIN 0064AE	\$103,229.18
	P00070	On SubCLIN 0064AF	\$540,481.42
	P00070	On SubCLIN 0064AH	\$206,458.36
	Total Funding for ACRN BG		\$ 1,120,409.67

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

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

(a) Contract line items 0001 to 0064 are incrementally funded. For these items, the sum of \$65,064,894.97 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this 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 \$746,939.78 from \$64,317,955.19 to \$65,064,894.97.

F. The total value of the contract is increased by \$206,458.36 from \$248,407,801.80 to \$248,614,260.16.

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

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER P00071		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY CODE DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD, STP 3930 FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil		SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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. 2211 Fax: (270) 352-3055 POC : Stephen Hogan, General Manager DUNS # 130402811 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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.09.15 12:40:12 -0400	16C. DATE SIGNED September 15, 2022
(Signature of person authorized to sign)		(Signature of Contracting Officer)	1/12/2023



Previous edition unusable

A. The purpose of this modification is to:

1) To revise Section G, G.5, Accounting and Appropriation Data, to correct ACRN BG

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

G.5 Accounting and Appropriation Data

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

ACRN BG \$746,939.78 02120222022 2020000 A60TE 131079QUTS 2540 0011776872		
S.0070014.22.2 2020000		
MIPR11776872 dated May 2, 2022	Basic	\$373,469.89
MIPR11776872 dated July 7, 2022	Amend 1	\$746,939.78
	Total	\$ 1,120,409.67
Funding Breakdown		
P00067	On SubCLIN 0011AC	\$270,240.71
P00067	On SubCLIN 0064AE	\$103,229.18
P00070	On SubCLIN 0011AF	\$540,481.42
P00070	On SubCLIN 0064AH	\$206,458.36
Total Funding for ACRN BG		\$ 1,120,409.67

C. The total amount obligated remains unchanged at \$65,064,894.97.

D. The total value of the contract remains unchanged at \$248,614,260.16.

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

End of Modification



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER P00072	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY 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	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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	<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NUMBER
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
	<input checked="" type="checkbox"/>	10B. DATED (SEE ITEM 13) October 18, 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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 0 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  (Signature of person authorized to sign)	15C. DATE SIGNED 10-31-2022
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 Digitally signed by SILVERSTONE.CARL.1377023044 Date: 2022.10.27 15:20:21 -04'00'	16C. DATE SIGNED October 27, 2022

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 101-11.6



A. The purpose of this modification is to:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLIN 0011:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby **revised** as follows:
 FROM:

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

TO:

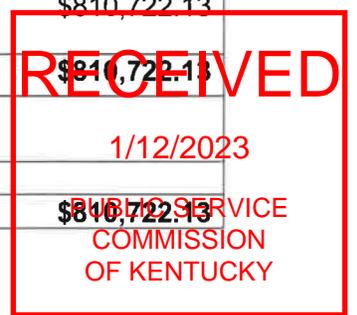
0011	Monthly Utility Service Charge Year 10	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 132 of 600 ACRN: BJ October 01, 2022 - December 31, 2022	3	Mo	\$270,240.71	\$810,722.13
0011AH	Month 133 of 600 ACRN: TBD January 01, 2023 - January 31, 2023	1	Mo	\$270,240.71	\$270,240.71

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

G.5 Accounting and Appropriation Data

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

ACRN BJ \$810722.13 02120232023 2020000 A60TE 131079QUTS 2540 0011861212 S.0070014.22.2 021001		
MIPR 11861212 dated Oct 11, 2022	Basic	\$810,722.13
	Total	\$810,722.13
Funding Breakdown		
	P00072	On SubCLIN 0011AG
		\$810,722.13



Total Funding for ACRN BJ	\$810,722.13
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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 0001 to 0064 are incrementally funded. For these items, the sum of \$65,875,617.10 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

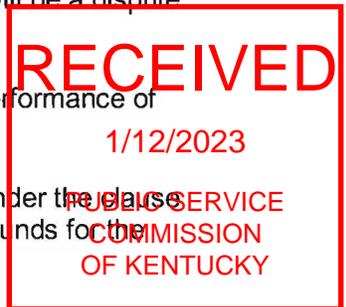
(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

(f) The Government may at any time prior to termination allot additional funds for the performance 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 \$810,722.13 from \$65,064,894.97 to \$65,875,617.10.
- F. The total value of the contract remains unchanged at \$248,614,260.16.
- G. All other Terms and Conditions shall remain unchanged and in full force and effect.

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NUMBER P00073	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQUISITION NUMBER	5. PROJECT NUMBER (If applicable)
6. ISSUED BY DLA ENERGY – UTILITY SERVICES 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 Buyer/Symbol: Randall Legions, DLA Energy-FEEBA PHONE : (571) 767-0488 E-Mail : randall.legions@dla.mil	CODE SP0600	7. ADMINISTERED BY (If other than Item 6) CODE	

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
	<input type="checkbox"/>	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NUMBER SP060011C8271
		10B. DATED (SEE ITEM 13) October 18, 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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	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).
<input type="checkbox"/>	B. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 0 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARL SILVERSTONE, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA SILVERSTONE.CARL.1377023044 (Signature of Contracting Officer)	16C. DATE SIGNED January 17, 2023



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:

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

B. Section B - Supplies or Services and Prices/Costs – As a result of the changes described in Paragraph A, Section B.3 is hereby modified to reflect the changes of CLIN 0011:

B.3 Schedule

Utility Service Payment by the Government

CLIN 0011 is hereby revised as follows:
FROM:

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

TO:

0011	Monthly Utility Service Charge Year 11	Qty	Unit	Unit Price	Total Price
0011AG	Months 129 - 133 of 600 ACRN: BJ October 01, 2022 - January 31, 2023	4	Mo	\$270,240.71	\$1,080,962.84
0011AH	Reserved				

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

G.5 Accounting and Appropriation Data

ACRN BJ is hereby revised to add funding in the amount of \$270,240.71. Funds are provided under the Direct Cite MIPR Number MIPR 11861212, Amend 1 as follows:

ACRN BJ \$1,080,962.84 02120232023 2020000 A60TE 131079QUTS 2540 0011861212 S.0070014.22.2 021001		
MIPR 11861212 dated Oct 11, 2022	Basic	\$810,722.13
MIPR 11861212 dated Dec 22, 2022	Amend 1	\$270,240.71
	Total	\$1,080,962.84
Funding Breakdown		1/12/2023
P00073	On SubCLIN 0011AG	\$1,080,962.84
Total Funding for ACRN BJ		\$1,080,962.84



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 0001 to 0064 are incrementally funded. For these items, the sum of \$66,145,857.81 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the items funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

(f) The Government may at any time prior to termination allot additional funds for the performance 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 to 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 \$270,240.71 from \$65,875,617.10 to \$66,145,857.81.

F. The total value of the contract remains unchanged at \$248,614,260.16.

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

End of Modification

RECEIVED

1/12/2023

PUBLIC SERVICE
COMMISSION
OF KENTUCKY