

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **4**

2. AMENDMENT/MODIFICATION NO.: **11** 3. EFFECTIVE DATE: **11-Aug-2005** 4. REQUISITION/PURCHASE REQ. NO.: **W22PES-5193-5014** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **DIRECTORATE OF CONTRACTING
SFCA SR KN
BLDG 1109
FORT KNOX KY 40121-5000** CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X W9124D-05-C-0017** 10B. DATED (SEE ITEM 13): **X 13-Jul-2005**

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 Offer is extended. is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
 THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-1 Changes - Fixed Price Alt 1**
 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.)
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY
 (continued)

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): **JAMES BRUCE - GENERAL MANAGER** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Stephanie A. Bowman Contracting Officer**
 CONTRACTOR/OFFEROR: **[Signature]** 15C. DATE SIGNED: **9-9-05** 16B. UNITED STATES OF AMERICA BY: **Stephanie A. Bowman** (Signature of Contracting Officer) 16C. DATE SIGNED: **2/10/2021**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 PUBLIC SERVICE COMMISSION OF KENTUCKY STANDARD FORM NO. 10-83 Prescribed by FAR (48 CFR)



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00001

- A. The following revisions and additions are made to Section C, Description/Specification/Work Statement, with changes being underlined in the respective paragraphs or additions marked accordingly. A revised Section C incorporating said changes is attached hereto and incorporated by this modification.

C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, Hardin County will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. Hardin County, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. Hardin County shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

Hardin County shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to Hardin County on a reimbursable basis. Hardin County shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

Hardin County shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements Hardin County intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

For offerors submitting price proposals using Schedule B-2, future capital upgrades shall be included in the Applicable Tariff rates. Accordingly, the

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

above cost estimate information is only applicable to initial capital upgrades.
(THIS SUBPARAGRAPH HAS BEEN DELETED)

The Administrative Contracting Officer will advise Hardin County of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

Hardin County may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price, as proposed in Schedule B-2, (THIS PORTION HAS BEEN ADDED)* and B.5.2, *Service Charges*, or B.6.2, *Service Charges for Alternate Price Proposals, (THIS PORTION HAS BEEN DELETED)* when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Schedule L-1 and L-3 and Paragraph B.5.2, *Service Charges*, or B.6.2, *Service Charges for Alternate Price Proposals, (THIS PORTION HAS BEEN DELETED)* Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price, as proposed in Schedule B-2, (THIS PORTION HAS BEEN ADDED)*

- B. The following revision is made to paragraph J.32.2.1, Wastewater System Fixed Equipment Inventory, with changes being underlined in the paragraph. Additional changes to Section J will be forthcoming in a future modification and an entire revised Section J will be incorporated by that modification.

J32.2.1 Wastewater System Fixed Equipment Inventory

The U.S. Army Fort Knox wastewater system consists of all appurtenances physically connected to the system from the point of demarcation. Generally, the point of demarcation will be the termination of a building's service line at the collection system including the collection joint. A service line is the line that extends from inside the building/family housing unit to the first connection joint (y joint, manhole, etc.) outside the building. Service lines can range in size from 2" to 8" or more. The connection joint is not part of the service line and therefore considered to be part of the wastewater collection system. The system

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

may include, but is not limited to, pipelines, lift stations, manholes, and a wastewater treatment plant. The following description and inventory is included to provide the Offeror with a general understanding of the size and configuration of the system. The Offeror shall base the proposal on site inspections, information in the offeror's library, other pertinent information and the following description. Under no circumstances shall the successful Contractor be entitled to any rate adjustment based on the accuracy of the following description and inventory.

- C. Paragraph J32.6 entitled "Monthly Submittals" is deleted in its entirety and replaced with the attached "Submittals" list, which is hereby incorporated by this modification.
- D. The contract price remains unchanged at \$3,907,618.00.

Attachments

- 1. Section C, Description/Specification/Work Statement
- 2. Submittals List

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

Hardin County shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. Hardin County will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

Hardin County shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. Hardin County shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each Installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

Hardin County shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. Hardin County shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

Hardin County shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, Hardin County shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

Hardin County shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). Hardin County shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. Hardin County shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

Hardin County shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by Hardin County. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that Hardin County will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of Hardin County. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

Hardin County shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.3.4 Energy and Water Efficiency and Conservation

Hardin County shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

Hardin County agrees to use its best efforts to ensure that Hardin County's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. Hardin County will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by Hardin County. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through Hardin County-owned systems. Hardin County shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, Hardin County shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

Hardin County shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing Hardin County for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

Hardin County may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

Hardin County shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. Hardin County shall permit joint use by other commercial service providers at no cost until the Government 's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

Hardin County shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement, which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, Hardin County will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. Hardin County, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. Hardin County shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

Hardin County shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to Hardin County on a reimbursable basis. Hardin County shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

Deleted: will

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

Hardin County shall maintain record drawings for all existing and new facilities installed by Hardin County within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. Hardin County shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of Hardin County. Hardin County shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

Hardin County shall not employ any person for work on this contract if such person is identified to Hardin County as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

Hardin County's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, Hardin County shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.5.2.2 Employee Certification

Hardin County shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

Hardin County shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. Hardin County shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

Hardin County shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

Hardin County shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by Hardin County's security manage and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. Hardin County shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of Hardin County's vehicles shall be readily identifiable. Identification shall include displaying Hardin County's name in a clear and unobstructed location on the vehicle. Hardin County may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

Prior to operating two-way, portable, or landmobile devices on the installation, Hardin County shall obtain approval of the Installation Communication Group by requesting an available clear frequency. Hardin County shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. Hardin County shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

Hardin County shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. Hardin County shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, Hardin County shall respond in accordance with their Service Interruption/Contingency Plan. Hardin County shall



establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, Hardin County shall meet or exceed said standards. Hardin County shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, Hardin County shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

Hardin County shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to Hardin County. The Government will be responsible for disseminating such procedures within the Installation. Hardin County shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. Hardin County and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

Hardin County shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, Hardin County shall coordinate all work with the person responsible for the building or facility. The Government will provide Hardin County with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to Hardin County, or emergencies identified by Hardin County, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

Hardin County shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require Hardin County to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

Hardin County shall adhere to the Installation's excavation permit process.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.9.6 Underground Utility Location

At the request of the Installation, Hardin County shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

Hardin County shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

Hardin County shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. Hardin County shall respond to these events as soon as possible after notification. Hardin County shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

Hardin County shall comply with all applicable environmental laws and regulations. Hardin County shall review all applicable Installation procedures related to environmental protection including, but not limited to, pollution prevention, and spill responses.

C.10.1 Permit Compliance

Once ownership of the utility systems is transferred, Hardin County shall be the party of record for all environmental permits related to operating the systems. Thereafter, Hardin County shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government shall remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

Hardin County shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas Hardin County shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide Hardin County with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6 inches and above at breast height can be cut only during the period of October 15 – March 31. Prior to removal of any trees Fish and Wildlife Section and Forestry Section, DBOS must be notified. Prior to any digging activities, the Post Archaeologist must be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and Army Regulation (AR) 200-2, Environmental Effects of Army Actions. Hardin County shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document will be coordinated with the Environmental Management Division (EMD). The document will be reviewed and approved by Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, Hardin County is responsible for advertisement in local and regional newspapers, and conducting

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

public meetings per NEPA and AR 200-2. Hardin County will provide a copy of the approved NEPA document to the Contracting Officers Representative.

C.11 Upgrades and Renewals and Replacements

C.11.1 General

Hardin County shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of Hardin County required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by Hardin County on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

Hardin County shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements Hardin County intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise Hardin County of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1, of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1, of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

Deleted: For offerors submitting price proposals using Schedule B-2, future capital upgrades shall be included in the Applicable Tariff rates. Accordingly, the above cost estimate information is only applicable to initial capital upgrades. ¶

Deleted: May 31

Deleted: May 31



C.11.2.5 Capital Upgrades

Hardin County may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, Accounting for Capital Upgrades/Purchase Price, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

Deleted: and B.5.2, Service Charges, or B.6.2, Service Charges for Alternate Price Proposals.

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, Accounting for Capital Upgrades/Purchase Price, as proposed in Schedule B-2.

Deleted: Schedule L-1 and L-3 and Paragraph B.5.2, Service Charges, or B.6.2, Service Charges for Alternate Price Proposals.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

Hardin County shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

Hardin County shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

Hardin County shall propose an Operational Transition Plan describing Hardin County's plan for the transfer of the utility systems from the Government to Hardin County. The Operational Transition Plan will be incorporated in the contract at time of award.



The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

Hardin County shall propose a date on which Hardin County will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as proposed by Hardin County. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by Hardin County. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and Hardin County initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to Hardin County.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to Hardin County.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE J	PAGE OF PAGES 1 7
---	---------------------------------	-------------------------------

2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 09-Sep-2005	4. REQUISITION/PURCHASE REQ. NO. W22PES-5193-5014	5. PROJECT NO.(If applicable)
--	---	---	-------------------------------

6. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6
--	-----------------------	--

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	X 10B. DATED (SEE ITEM 13) 13-Jul-2005

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 Offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

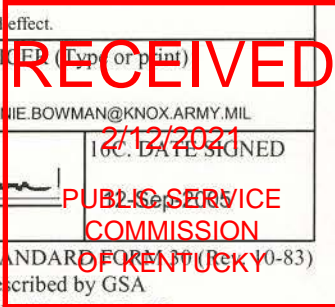
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY

(continued)

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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-8072 EMAIL: STEPHANIE.BOWMAN@KNOX.ARMY.MIL
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
_____ (Signature of person authorized to sign)	BY <u>Stephanie A. Bowman</u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00002

- A. Funding Contract Line Item Number (CLIN) 0003 is hereby added for funding purposes. Fiscal Year (FY) 05 funding SubCLIN 0003AA in the amount of \$2,461,698.54 is hereby added to the contract. FY 05 funding SubCLIN 0003AB in the amount of \$298,785.48 is hereby added to the contract. A revised bid schedule is attached hereto and made a part of the contract.

- B. The contract prices remains unchanged at \$3,907,618.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Waste Water Utility System, Ft Knox, KY				
	50 year contract effective 1 Jul 05				
	PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT

ACRN AA Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Monthly Charge to Provide Waste Water FFP	12	Months	\$213,659.00	\$2,563,908.00
	Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement				
	PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT

\$2,563,908.00

ACRN AA Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	One Time Credit for Purchase of FFP	1	Each	\$0.00	\$0.00
	Waste Water System (Contractor shall deduct the amount of \$1.00 from CLIN 0001AA on a one time basis)				
	PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT

\$0.00

ACRN AA Funded Amount

\$0.00

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		12	Months	\$58,995.00	\$707,940.00
	Initial Capital Improvement Surcharge FFP PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT \$707,940.00

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		12	Months	\$19,170.00	\$230,040.00
	Initial Capital Improvement Surcharge FFP (UV Disinfection) PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT \$230,040.00

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Storm Water Utility System, Ft Knox, KY 50 year contract effective 1 Jul 05 PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT

ACRN AA Funded Amount

FOB: Destination

\$0.00
RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Monthly Charge for Storm Water Utility FFP Service in accordance with Section C, Descriptions, Specifications, and Work Statement PURCHASE REQUEST NUMBER: W22PES-5193-5014	12	Months	\$33,811.00	\$405,732.00

NET AMT \$405,732.00

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	One time Credit for Purchase of Storm FFP Water System (Contractor shall deduct the amount of \$1.00 from CLIN 0002AA on a one time basis) PURCHASE REQUEST NUMBER: W22PES-5193-5014	1	Each	\$0.00	\$0.00

NET AMT \$0.00

ACRN AA Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Funding PURCHASE REQUEST NUMBER: W22PES-5193-5014				

NET AMT

ACRN AA Funded Amount

FOB: Destination



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	FY 05 Funding FFP PURCHASE REQUEST NUMBER: W22PES-5193-5014			\$0.00	\$0.00

NET AMT \$0.00

ACRN AA Funded Amount \$2,461,698.54

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB	FY 05 Funding FFP PURCHASE REQUEST NUMBER: W22PES-5193-5014			\$0.00	\$0.00

NET AMT \$0.00

ACRN AB Funded Amount \$298,785.48

FOB: Destination

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AA: 2152020000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165
AMOUNT: \$2,461,698.54

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$298,785.48

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 12-Sep-2005	4. REQUISITION/PURCHASE REQ. NO. W22PES-5193-5014		5. PROJECT NO. (If applicable)	
6. ISSUED BY DIRECTORATE OF CONTRACTING SFC A SR KN BLDG 1109 FORT KNOX KY 40121-5000	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 13-Jul-2005	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-8072 EMAIL: STEPHANIE.BOWMAN@KNOX.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY <u>Stephanie A. Bowman</u> (Signature of Contracting Officer)		2/12/2021 12-Sep-2005

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM NO. 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00003

- A. The purpose of this modification is to add a unit of issue (Lump Sum) to SubCLINs 0003AA and 0003AB, previously incorporated by modification P00002, for computer system administrative purposes only.
- B. The contract prices remains unchanged at \$3,907,618.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 7**

2. AMENDMENT/MODIFICATION NO: **P00004** 3. EFFECTIVE DATE: **27-Sep-2005** 4. REQUISITION/PURCHASE REF. NO.: **W27PES-5193-5014** 5. PROJECT NO. (if applicable):

6. ISSUED BY: **DIRECTORATE OF CONTRACTING
SFCA SR KN
BLDG 1109
FORT KNOX KY 40121-5000** CODE: **W9124D** 7. ADMINISTERED BY (if other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343** 9A. AMENDMENT OF SOLICITATION NO: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT ORDER NO: **W9124D-05-C-0017** 10B. DATED (SEE ITEM 13): **13-Jul-2005**

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 Offer is extended. is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B)
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-1 Changes - Fixed Price Alt 1**
- 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.)
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY
 (continued)

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): **JAMES BRUCE - GENERAL MANAGER, HWD** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Stephanie A. Bowman Contracting Officer**

15B. CONTRACTOR OFFEROR: **James Bruce** (Signature of person authorized to sign) 15C. DATE SIGNED: **10/3/05** 16B. UNITED STATES OF AMERICA BY: **Stephanie A. Bowman** (Signature of Contracting Officer) 16C. DATE SIGNED: **30 Oct 05**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 1-78) Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00004

- A. The following revisions and additions are made to Section C, Description/Specification/Work Statement, with changes being underlined in the respective paragraphs or additions marked accordingly. In addition, all references to "Hardin County" are hereby changed to read "the Contractor". A revised Section C incorporating said changes is attached hereto and incorporated by this modification.

C.10 Environmental Compliance

The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).
(THIS SUBPARAGRAPH IS BEING ADDED)

Hardin County shall comply with all applicable environmental laws and regulations. Hardin County shall review all applicable Installation procedures related to environmental protection including, but not limited to, pollution prevention, and spill responses. **(THIS SUBPARAGRAPH HAS BEEN DELETED)**

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6 inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

SUBPARAGRAPHS C.10.4 THROUGH C.10.13 ARE BEING ADDED TO THE CONTRACT

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.

C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD, within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, and other HAZMAT, the Contractor shall notify the fire department and DPW EMD immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, Installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

B. The contract price remains unchanged at \$3,907,618.00.

Attachment

1. Section C Description/Specifications/Work Statement

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

The Contractor shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each Installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.



C.3 Requirement

C.3.1 Utility Service Requirement

The Contractor shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. The Contractor shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that The Contractor will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3.4 Energy and Water Efficiency and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to use its best efforts to ensure that the Contractor's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by The Contractor. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through The Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

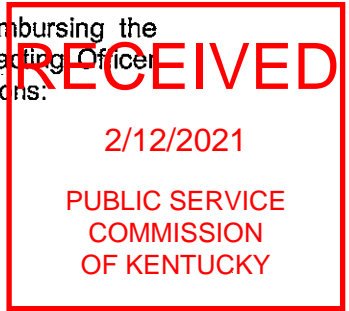
The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

The Contractor may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

The Contractor shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. The Contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

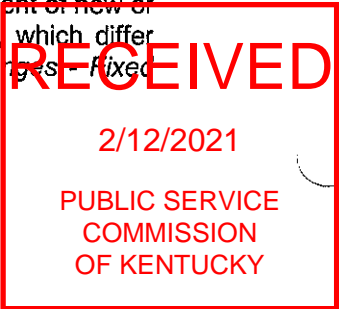
An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement, which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, the Contractor will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

The Contractor shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to The Contractor on a reimbursable basis. The Contractor shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by The Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, the Contractor shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.



C.5.2.2 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. The Contractor shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of the Contractor's vehicles shall be readily identifiable. Identification shall include displaying the Contractor's name in a clear and unobstructed location on the vehicle. The Contractor may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

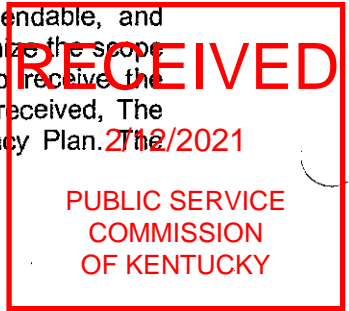
Prior to operating two-way, portable, or landmobile devices on the installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. The Contractor shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the installation 24 hours each day and to minimize the scope and length of any service disruption. The Contractor shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, The Contractor shall respond in accordance with their Service Interruption/Contingency Plan.



Contractor shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, The Contractor shall meet or exceed said standards. The Contractor shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, The Contractor shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

The Contractor shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to the Contractor. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

The Contractor shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government will provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

The Contractor shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.9.6 Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

The Contractor shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. The Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

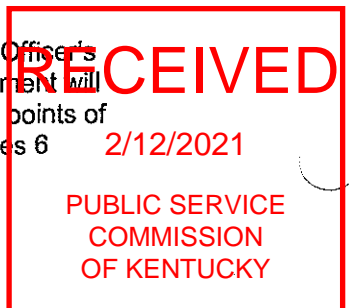
The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6



inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA or EPCRA shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

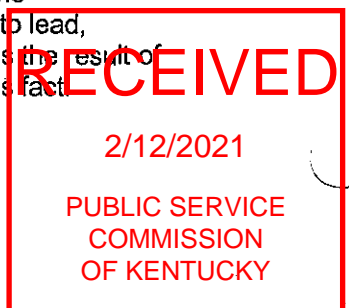
Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.



C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD, within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department and DPW EMD immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

C.11 Upgrades and Renewals and Replacements

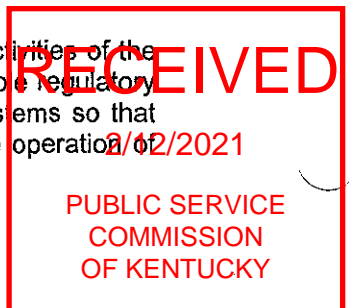
C.11.1 General

The Contractor shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by the Contractor on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation.



the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

The Contractor shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

The Contractor shall propose an Operational Transition Plan describing the Contractor's plan for the transfer of the utility systems from the Government to the Contractor. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed



by the Contractor. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00005	3. EFFECTIVE DATE 06-Oct-2005	4. REQUISITION/PURCHASE REQ. NO. W22PES-5193-5014		5. PROJECT NO.(If applicable)	
6. ISSUED BY DIRECTORATE OF CONTRACTING SFC A SR KN BLDG 1109 FORT KNOX KY 40121-5000	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
CODE 316V9			X 10B. DATED (SEE ITEM 13) 13-Jul-2005		
FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) OPERATION OF WASTEWATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICER		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@KNOX.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
				BY <i>Stephanie A. Bowman</i> 2/12/2021 SIGNED	
(Signature of person authorized to sign)				06-Oct-2005	
				(Signature of Contracting Officer)	
EXCEPTION TO SF 30			30-105-04		
APPROVED BY OIRM 11-84			STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		

RECEIVED

2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00005

A. The Accounting and Appropriation Data for SubCLIN 0003AB is hereby corrected to read as follows:

2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165

B. Accounting Classification Reference Number (ACRN) AB is deleted in its entirety and ACRN AC is hereby added.

C. The contract price remains unchanged at \$3,907,618.00.

ACCOUNTING AND APPROPRIATION DATA

AA: 2152020000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165
AMOUNT: \$2,461,698.54

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$0.00

AC: 2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$298,785.48

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00006	3. EFFECTIVE DATE 07-Oct-2005	4. REQUISITION/PURCHASE REQ. NO. W22PES-5193-5014		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000		7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40180-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 13-Jul-2005		
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 10 U.S.C. 2688					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) OPERATION OF WASTEWATER/STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR James Bruce (Signature of person authorized to sign)			15C. DATE SIGNED 10-17-05		16B. UNITED STATES OF AMERICA BY Stephanie A. Bowman (Signature of Contracting Officer)
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		16C. DATE SIGNED 2/12/2021 17 Oct 05 PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00006

- A. The purpose of this modification is to incorporate the attached Bill of Sale, dated 7 Oct 05, for the equipment and materials associated with privatization of the wastewater and storm water utility systems at Fort Knox, Kentucky and to incorporate notification of the Contracting Officer's Representative (COR) into Section C, Description/Specification/Work Statement, paragraph C.10.11, Interface with Environmental Regulatory Agencies. Additions to the paragraph are underlined below and a revised Section C incorporating said changes is attached hereto and incorporated by this modification.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD and the Contracting Officer's Representative (COR), within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD and the COR to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD and the COR as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD and the COR prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD and the COR.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW EMD, and the COR immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

- B. The contract prices remains unchanged at \$3,907,618.00.

Attachments

1. Bill of Sale for Equipment and Materials
2. Section C, Description/Specification/Work Statement

RECEIVED

2/12/2021


PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CONTRACT DISCREPANCY REPORT

1. CONTRACT NUMBER W9124D-05-C-0017	2. REPORT NUMBER FOR THIS DISCREPANCY 0006
3. TO (Contractor and Manager's Name) Hardin County Water District #1 (HCWD#1) Mr. Jim Bruce	4. FROM (Name of QAE) Mr. Bob Ender, Directorate of Public Works

5. DATES (YYYYMMDD)		
a. PREPARED 20081001	b. RETURNED BY CONTRACTOR	c. ACTION COMPLETE 20081209

6. DISCREPANCY OR PROBLEM (Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)
 Reference Performance Work Statement (PWS) paragraphs C.3.2 and C.12
 As a result of two pumps being turned off at lift station #7873 during training on September 23, 2008 and lack of response to the SCADA alarm by the plant operator on duty, approximately 5000 gallons of sewage was discharged from the lift station into the ditch line. This discharge is the third incident of this kind in little over a year and the Government is concerned of possible notices of violation and fines from the State of Kentucky, Division of Water resulting from the frequencies of these preventable discharges.
 (Continued)

7. SIGNATURE OF CONTRACTING OFFICER


8a. TO (Contracting Officer)	8b. FROM (Contractor)
-------------------------------------	------------------------------

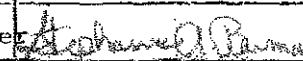
9. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE (Cite applicable Q.C. program procedures or new Q.C. procedures. Attach continuation sheet(s) if necessary.)
 SEE ATTACHED RESPONSE LETTERS AND
 EMAIL EXPLANATION OF INCIDENT #1 (AVG 2007)

10. SIGNATURE OF CONTRACTOR REPRESENTATIVE 	10. DATE (YYYYMMDD) 20081023
--	--

11. GOVERNMENT EVALUATION (Acceptance, partial acceptance, rejection. Attach continuation sheet(s) if necessary)
 See attached continuation sheet dated 11/7/2008

12. GOVERNMENT ACTIONS (Reduced payment, cure notice, show cause, other)
 See attached continuation sheet dated 12/9/2008

13. CLOSE OUT

	NAME (1)	TITLE (2)	SIGNATURE (3)	DATE (YYYYMMDD) (4)
a. CONTRACTOR NOTIFIED	James Bruce	General Mgr HCWD#1	via distribution	2008/12/09
b. QAE	Robert Ender	COR	via distribution	2008/12/09
c. ACO	Stephanie Bowman	Contracting Officer		2/12/2021



Block 12, DD Form 2772
CDR 0006

9 Dec 08

The Government has reviewed HCWD#1's response dated December 4, 2008 to the Government's evaluation of HCWD#1's initial response to CDR 0006 and concurs with stated responses and courses of action. The Government requests further discussion on operation of the SCADA system at the January 2009 monthly contract status meeting.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

BLDG 7208 PTB

- a. RWW Pump #4 & #5 check valve damper.
- b. Miscellaneous RWW Pump Breaker and Control Panel Relays, Coils, Transformers, Fuses, Contractors.
- c. Screenings Hoppers Wheels (9).
- d. Gast Air Compressor (Barscreen and Polyblend).

BLDG 7208 DEWATERING

- a. Sludge Conveyor Rollers, Pillow Block Bearings, Drive Chains, Belt Splice.
- b. Progressive Cavity Digested Sludge Pump Rotor and Stator, Seals, Discharge Line Expansion Joint, Coupling Insert.
- c. Digester Blower Filters, Bearings, Oil Cooler Anodes, Oil Pressure Guages, Sheaves.
- d. Filter Press Cloths (2 Lower, 1 Upper).
- e. Miscellaneous Polyblend Units Spare Parts.

BLDG 7209 DISINFECTION

- a. CL2 & SO2 Vacuum Regulator Kits (1 EA).
- b. CL2 – 1 Ton Emergency Leak Repair “B” Kit (2).
SO2 – 1 Ton Emergency Leak Repair “B” Kit (1).
- c. Miscellaneous CL2 & SO2 Feed Controller Parts.
- d. Contact Tank Sluice Gate Bearings and Gaskets.
- e. Hydro Pneumatic Tank (W-3) Sight Glass Parts.

BLDG 7210 SEPTAGE STATION

Mixer Unit Frame.

BLDG. 7211 GRAVITY THICKENER

- a. Drive Unit Contactor.
- b. TAS Pump Timer, Air Solenoid, Air Pressure Regulator, Fill Stroke Spring, Filters.

BLDG 7212 SECONDARY CLARIFIERS

- a. Clarifier Drive Gear Motor Unit.
- b. RAS Pump Mechanical Seal and Shaft Sleeve (1)



**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- c. WAS Pump Mechanical Seal and Shaft Sleeve (2)
- d. Magnetic Flow Signal Converter (2)

BLDG 7213 OXIDATION DITCH

- a. Rotor (Aerator) Blade Unit (1)
- b. Rotor Gear Reducer Input and Output Shaft Seals, Input Shaft sleeve.
- c. Rotor Drive Motor Sheaves (2 EA) 72 RPM.
Gear Reducer Sheaves (2 EA) 72 RPM
(8 EA) 55 RPM

WASTEWATER TREATMENT PLANT SPARE PARTS AND MATERIALS

- a. Miscellaneous Equipment Fuses, Miniature Indicator Lamps.
- b. Various Size AHU and Air Conditioner Filters (92).
- c. Liquid Polymer Ciba Zetag 7878-FS-25
3 – 55 Gal. Drums.
- d. Oils, Gear Compounds, Greases.
 - (1). Drum Machine Oil AW-ISO-150 (40-45 Gals.)
 - (2). Drum Synthetic Oil – Mobil 630 (10-20 Gal.)
 - (3). GB Breakdown 55 Gal. Drum (1 Full + 25 Gal. Partial).
 - (4). 55 Gal Drum Penreco Mineral Oil (30+ Gal.).
 - (5). 7 – 35 LB Pails Gear Lubricant Full.
 - (6). 7 – 35 LB Pails Gear Lubricant Partial.
 - (7). 5 – 35 LB Pails Greases (2 Grades).
 - (8). 97 – 14 OZ Tubes Various Greases (4 Grades).
- e. 5 – 55 Gal Drum Oil Pumps (Manual).
 - (1). 1 – 5 Gal. Pail Oil Pump.
 - (2). 4 – Oiler Cans (1 Pint – Pump Type).
 - (3). 2 – Drum Hand Trucks.
 - (4). 5 – Drum Racks.
 - (5). 1 – 55 Gal. Drum Mixer.
- f. 1 – 30 Gal. Drum Bruno Deodorant/Degreaser.
1- 50 LB Fiber Pack Granular Deodorant.
- g. 2 – Grease Pumps for 35 LB Pails.

LIFT STATION 4208

- a. 2 – Aurora Pumps – 2800 GPM Type 613A – No. F19630 & F19631.
- b. 1 – Aurora Pump Mechanical Seal Kit.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

LIFT STATION 4015

- 1 – Comminutor Unit W/Motor (3HP)
SN: IL0070099

LIFT STATION 4760 – PRITCHARD PLACE

- 1 – Submersible Sewage Pump 3 HP
CAT No. WG30-21-25

GEAR REDUCER

- 1- Dodge Oxidation Ditch Rotor Gear Reducer
TXT 915T SN: None PN 249269 BH 21
SN: 100605

DRIVE MOTOR

- a. Pista Grit Replace Drive Motor, 1 HP, Frame 143TC, CAT. No. VM7014T,
No. S AG772214.
- b. PTB Ventilator Drive Motor, 1 HP, Frame 56 Model 5K43PG 5281EX.

REDUCTION UNIT

Bar Screen Gear Reduction Unit (Vulcan).

V-BELTS

V-Belts Various Sizes (125 Total) for WWTP Blowers, rotors, compressors,
Ventilators, Conveyors/Augers.

AIR COMPRESSOR

Workshop Air Compressor Quincy Model QT5 SN: 6022116
Motor HP Frame – 184T Tank PN: 3194 111135-200

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

MATERIAL AND ACCESSORIES

Qty	Item	Description
250	FT	Cable for Electric EEL Sewer Machine
5	EA	Starter Bit For Electric EEL Sewer Machine
1	EA	8" Bit for Electric EEL Sewer Machine
7	EA	3" Cutter Bits For Electric EEL Sewer Machine
4	EA	2" Cutter Bits For Electric EEL Sewer Machine
11	EA	Spade Bits for Electric Eel Sewer Machine
2	EA	2" Pipe Bends for Electric EEL Sewer Machine
8	EA	2" Cutter Bits For Model 666 Sewer Machine
3	EA	4" Cutter Bits For Model 666 Sewer Machine
11	EA	Bullet Bits For Model 666 Sewer Machine
1	EA	Spring For Model 666 Sewer Machine
1	EA	Spring Accessory For Model 666 Sewer Machine
1	EA	Manhole Accessory For Model 666 Sewer Machine
1	EA	Accessory For Installing 3/8" Rod On Model 666 Sewer Machine With Trailer
1	EA	O&M Manuals For Jet-Rodder Truck
10	EA	Sections of 3" Suction Hose
3	EA	10 FT Sections of Vacuum Pipe
24	EA	6" SDR 35 Clean Outs
24	EA	6" Brass Clean Out Plugs
20	EA	6" Clay X 6" Plastic Fernco Couplings
5	EA	Clamps For Vacuum Pipe
2	EA	Cleaning Heads With Hose

**WASTEWATER TREATMENT PLANT
VIDEO TRAINING TAPES**

- Instrumentation and Controls (2)
- Mechanically Cleaned Bar Screen (2)
- Vortex Grit Removal Equipment
- Raw Wastewater Pumps/Dillution Water Pumps
- Dillution Water Pumps VFD's
- Septage Pump and Mixer Equipment
- Continuous Loop Reactors
- RAS/WAS Pumps
- RAS Control Panel

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- RAS/WAS Pumps Field
- RAS VFO'S (2)
- Sludge Collecting Equipment/Collectors (2)
- Gravity Thickener Sludge Collecting Equipment
- Scum Pump
- Fixed Diffusion Header
- Air Supply and Diffusion Equipment/Blowers (2)
- Digested sludge filter Press (2)
- Polymer Mixing Equipment
- Conveyors
- Digested Sludge Progressive Cavity Pumps and Controls (2)
- Chlorine and Sulfur Dioxide Feed System and WAS Control Panel
- Pumps: Sewage and Sludge
- Vertical Turbine Pumps, Hydromatic System
- Air Compressor Equipment
- Sampling Equipment
- Septage Receiving Station Control – Ultra Sonic Level/Flow Equipment
- Polymer Storage Tank – Ultra Sonic Level/Flow Equipment
- Flow Meter (Magnetic)
- Flow Meter (Velocity Modified)
- Sluice and Slide Gates
- Valves (Butterfly and Telescopic)
- Valves (Eccentric and Check)
- Warm Air Heating Systems/Engineered Air
- Air Conditioning System – Unitary Type/Forced Hot Water Heating System
- HVAC Controls/Ventilation and Exhaust Systems
- Simplex Fire Alarms
- Veeder – Root Fuel Monitoring System
- Lab Training – Activated Sludge Process Control (1 of 3)
Lab Training – Activated Sludge Process Control NH₃, Fecal Coliform, and Chlorine
Lab Training TSS and BOD₅
- Verbatim Auto Dialer
- Sewage Lift Station 4760 – Prichard Place
- Sewage Lift Station 7873
- Algae Sweep Automation (2)
- Ultra Violet Disinfection – Trojan UV4000

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

WASTEWATER TREATMENT PLANT FURNISHINGS

LAB 7207

- a. Table – Marble Top (5 FT L)
- b. Desk – Black
- c. Chair – Brown – Roll Type
- d. Stool – Adjustable, Lab Bench

MAIN OFFICE

- a. Desk (1)
- b. Credenza (1)

GENERAL OFFICE AREA

- a. Desk w/Wing Section
- b. Cabinet, Small Hutch
- c. Coat/Hat Rack
- d. Table – 4'L

MAIN AREA

- a. Shelf Unit (Small)
- b. Computer Desk

MIP AREA

- a. Cabinet, Small, 3 Drawer Unit
- b. Filing Cabinet, 4 Drawer, (2)
- c. Bookcase, 8' HT, 6 Shelf, Wood

BREAK ROOM

- a. Dining Table (2)
- b. Chairs (2)
- c. Settee (1)
- d. Chair (1)
- e. Table (3 ft long)
- f. Television
- g. VCR

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- h. Shelf Unit, Metal , 3 Shelves, 3' Wide
- i. Refrigerator (2)
- j. Microwave
- k. Gas Cook Range

ELECTRIC ROOM

Table, 8' L, Folding Legs

WORKSHOP AREA

- a. Desks (2)
- b. Chairs (2) Roll Around
- c. Chair (1)
- d. Filing Cabinet, 4 Drawer
- e. Coat/Hat Rack, 5'L (2)
- f. Cabinet, Metal, 2 Door, 7'H (3)
- g. Cabinet, Wood, 2 Door, 7'H (1)
- h. Work Bench, Heavy Wood 9' x 4'
- i. Work Bench, Metal 12' x 30"
- j. Work Bench, Wood top/Metal Frame 6' x 3'
- k. Shelf Unit, Metal, Open, 4 Shelves, 7' H X 30" X 30"

BLDG 7206 PTB

Cabinet, Wood, Double Glass Doors, 5'H X 3" W

BLDG 7209 DISINFECTION

Table, Marble Top 38" W X 30"

**WASTEWATER TREATMENT PLANT
LABORATORY EQUIPMENT**

Qty	Item	Description
1	Ea	Incubator - Model #MFU20F3GW
1	Ea	11.8 Refrigerator - Model #TB12SBB
1	Ea	Desiccator



**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

Qty	Item	Description
1	Ea	Timer - Model #171
1	Ea	Steam Sterilizer - Model #800V
1	Ea	Lab Oven - Model #10201C
1	Ea	Lab Line - Model #4205
1	Ea	Still - Wall Mount
1	Ea	Water Bath - Model #5D
1	Ea	Colony Counter - Model #3325
1	Ea	D.O. Meter - Model 58
1	Ea	Vac Pump - Model #XX6000000
1	Ea	Balances - Model #AC100
1	Ea	ISCO Sampler - Model #6700FR

**WASTEWATER TREATMENT PLANT
COLLECTION SYSTEM EQUIPMENT**

Qty	Item	Description
1	Ea	Jet Rodder and Vacuum Truck Ford L800, Diesel VIN# 1FDYR82E8RVA34926
1	Ea	Farm Tractor, Wheeled AC – John Deere Product ID# LVSG057002187 5300E630411/DPW 201
1	Ea	Trash Pump, 3" Discharge, 5 HP Gas Motor Stock# 43200T930153
1	Ea	Electric EEL Sewer Machine and Trailer 5 HP, Serial# 2487A, DPW 325 Stock# 494001T935974
1	Ea	Model 666 Sewer Rodder Serial# 2236, DPW 697 Stock # 463001T939231

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

WASTEWATER TREATMENT PLANT EQUIPMENT

Qty	Item	Description
1	Ea	Forklift, 6000 Lbs DS-Yale, Serial# E177B11097T Stock# 393001T930196
1	Ea	Truck, Light Cushman A17052, DPW 288 Stock# 23200T823154
1	Ea	Pump, Fairbanks-Morse, W-3 Water, Vertical Turbine, 3-Stage, Model#7M-7000AW
1	Ea	Pump, Johnston - Series JT, 3-Stage Propeller, Bellwash, Model #6AC-3
1	Ea	Pump, FLYGT, Submersible - 35HP, 2250 GPM, Raw Wastewater, Model #CP-3201X-MT
1	Ea	Pump, FLYGT, Submersible - 5 HP, Dillution Water, Model #CP-3102
1	Ea	Pump, Chlorine Induction - Model SWC 3F
1	Ea	Pump, Sulfur Dioxide Induction - Model SWC 2F
1	Ea	Pump, Submersible, Sewage, Zoeller - 1 HP, 230V, Model #E-284C
1	Ea	Motor, Sew, Eurodrive, 230/460V, 3HP, Belt Press Drive, Type DF26BHSDT100L24-KS
1	Ea	Motor, GE, 184T-FR, 5HP, 230/460V, Sludge Conveyor, Model #5KS184BC205
1	Ea	Motor, Baldor, 215T-FR, 10 HP, 230/460V, PTB Air Handler Drive, Model #37F380X954

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

MANUALS AND DRAWINGS

Qty	Item	Description
3	Volumes	Wastewater Treatment Plant O&M Manuals
1	Set	Wastewater Treatment Plant Construction Drawings
1	Set	Wastewater Treatment Plant As-Built Drawings
1	CD	Storm Water Drawing (per amendment 0005 dated 4/26/02) and Wastewater Collection Drawings

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

The Contractor shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

The Contractor shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. The Contractor shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that The Contractor will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3.4 Energy and Water Efficiency and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to use its best efforts to ensure that the Contractor's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by The Contractor. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through The Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

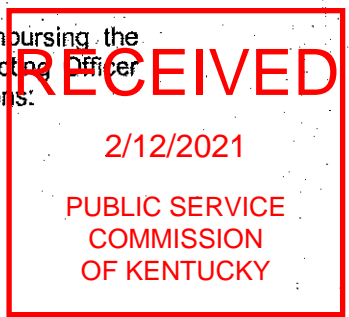
The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

The Contractor may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

The Contractor shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. The Contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

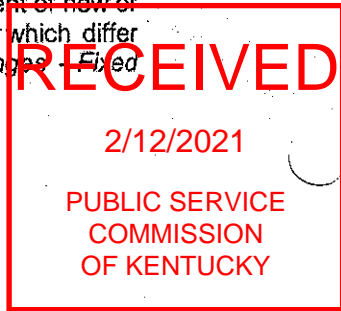
An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement, which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, the Contractor will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

The Contractor shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to The Contractor on a reimbursable basis. The Contractor shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by The Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, the Contractor shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.5.2.2 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. The Contractor shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of the Contractor's vehicles shall be readily identifiable. Identification shall include displaying the Contractor's name in a clear and unobstructed location on the vehicle. The Contractor may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

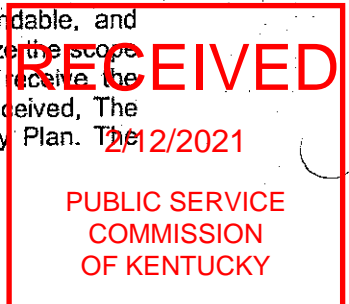
Prior to operating two-way, portable, or landmobile devices on the installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. The Contractor shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. The Contractor shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, The Contractor shall respond in accordance with their Service Interruption/Contingency Plan. The



Contractor shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, The Contractor shall meet or exceed said standards. The Contractor shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, The Contractor shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

The Contractor shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to the Contractor. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

The Contractor shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government will provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

The Contractor shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.9.6 Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

The Contractor shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. The Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6



inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

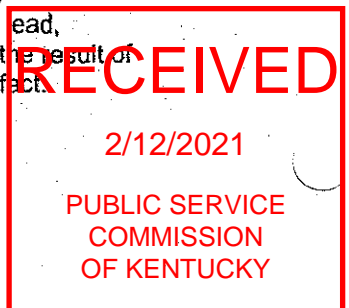
Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.



C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD and the Contracting Officer's Representative (COR), within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD and the COR to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD and the COR as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD and the COR prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD and the COR.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EMD, and the COR immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, Installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

C.11 Upgrades and Renewals and Replacements

C.11.1 General

The Contractor shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by the Contractor on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

The Contractor shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

The Contractor shall propose an Operational Transition Plan describing the Contractor's plan for the transfer of the utility systems from the Government to the Contractor. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as



proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by the Contractor. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

BILL OF SALE

WASTE WATER AND STORM DRAINAGE SYSTEMS

(Equipment and Materials)

At Fort Knox, Kentucky

THIS BILL OF SALE is made this 7th day of October, 2005, from the UNITED STATES OF AMERICA (hereinafter the "Government"), acting by and through the Secretary of the Army under and pursuant to the powers and authority contained in 10 U.S.C. 2688, and orders promulgated thereunder to HARDIN COUNTY WATER DISTRICT 1 (hereinafter the "Purchaser").

1. The Government for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged hereby sells, transfers, sets over, and delivers to the Purchaser, its successors and assigns, all the right, title, and interest of the Government in and to certain Equipment and Materials associated with the Waste Water and Storm Drainage Utility Systems (hereinafter "Systems") owned by the Government, as and where such Equipment and Materials presently exist on Fort Knox, Kentucky, including access thereto, but wholly excluding, however, any real property underlying, overlying, or surrounding such equipment or materials. The equipment and materials transferred are more specifically described on Exhibit A, Equipment and Materials Inventory, attached hereto and made a part hereof.

RECEIVED

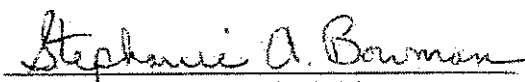
2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

2. The Government, for itself and for its assigns, hereby covenants to and with the Purchaser and its successors and assigns, that the Government is the lawful owner of the Equipment and Materials and has the good right to sell and transfer the same.
3. The Government specifically disclaims and excludes any implied warranties of condition, of fitness for a particular purpose, of merchantability, or of any other kind under the laws of the United States and of the state in which the Equipment and Materials are located. The Equipment and Materials are sold "as is, where is." This Bill of Sale does not grant any right of access, right-of-way, or easement of any kind whatsoever over, across, or to the real property underlying, overlying, or surrounding the Systems. Any such easements, if they exist, are conveyed by a document separate and apart from this document.

IN WITNESS WHEREOF, the Government has executed this Bill of Sale the day and year first above written.

THE UNITED STATES OF AMERICA,


STEPHANIE A. BOWMAN
Contracting Officer

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

MEMORANDUM FOR CH Contracting

SUBJECT: Inventory Transfer of Wastewater and Storm Water Manuals, Drawings and Records

1. The following manuals, drawings and records inventory will be transferred to the Wastewater and Storm Water Systems Contractor – Hardin County Water District #1 (HCWD #1).
2. The manuals, drawings and records inventory are accounted for as specified in the terms of the contract.
3. These manuals, drawings, and records inventory will be made available to HCWD #1 on 1 July 2005.

Qty	Item	Description
3	15 Volumes	Wastewater Treatment Plant O&M Manuals
1	Set	Wastewater Treatment Plant Construction Drawings
1	Set	Wastewater Treatment Plant As-Built Drawings
1	CD	Storm Water Drawing (per Amendment 0005 04/26/02) and Wastewater Collection Drawings

Robert K. Ender 6/6/05
 ROBERT K. ENDER
 U.S. Government, Contracting
 Officer Representative
 Fort Knox KY 40121-5000

Jim Bruce
 JIM BRUCE
 Hardin County
 Water District #1

RECEIVED

2/12/2021

PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

BLDG 7208 PTB

- a. RWW Pump #4 & #5 check valve damper.
- b. Miscellaneous RWW Pump Breaker and Control Panel Relays, Coils, Transformers, Fuses, Contractors.
- c. Screenings Hoppers Wheels (9).
- d. Gast Air Compressor (Barscreen and Polyblend).

BLDG 7208 DEWATERING

- a. Sludge Conveyor Rollers, Pillow Block Bearings, Drive Chains, Belt Splice.
- b. Progressive Cavity Digested Sludge Pump Rotor and Stator, Seals, Discharge Line Expansion Joint, Coupling Insert.
- c. Digester Blower Filters, Bearings, Oil Cooler Anodes, Oil Pressure Guages, Sheaves.
- d. Filter Press Cloths (2 Lower, 1 Upper).
- e. Miscellaneous Polyblend Units Spare Parts.

BLDG 7209 DISINFECTION

- a. CL2 & S02 Vacuum Regulator Kits (1 EA).
- b. CL2 – 1 Ton Emergency Leak Repair “B” Kit (2).
S02 – 1 Ton Emergency Leak Repair “B” Kit (1).
- c. Miscellaneous CL2 & SO2 Feed Controller Parts.
- d. Contact Tank Sluice Gate Bearings and Gaskets.
- e. Hydro Pneumatic Tank (W-3) Sight Glass Parts.

BLDG 7210 SEPTAGE STATION

Mixer Unit Frame.

BLDG. 7211 GRAVITY THICKENER

- a. Drive Unit Contacter.
- b. TAS Pump Timer, Air Solenoid, Air Pressure Regulator, Fill Stroke Spring, Filters.

BLDG 7212 SECONDARY CLARIFIERS

- a. Clarifier Drive Gear Motor Unit.
- b. RAS Pump Mechanical Seal and Shaft Sleeve (1)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- c. WAS Pump Mechanical Seal and Shaft Sleeve (2)
- d. Magnetic Flow Signal Converter (2)

BLDG 7213 OXIDATION DITCH

- a. Rotor (Aerator) Blade Unit (1)
- b. Rotor Gear Reducer Input and Output Shaft Seals, Input Shaft sleeve.
- c. Rotor Drive Motor Sheaves (2 EA) 72 RPM.
Gear Reducer Sheaves (2 EA) 72 RPM
(8 EA) 55 RPM

WASTEWATER TREATMENT PLANT SPARE PARTS AND MATERIALS

- a. Miscellaneous Equipment Fuses, Miniature Indicator Lamps.
- b. Various Size AHU and Air Conditioner Filters (92).
- c. Liquid Polymer Ciba Zetag 7878-FS-25
3 – 55 Gal. Drums.
- d. Oils, Gear Compounds, Greases.
 - (1). Drum Machine Oil AW-ISO-150 (40-45 Gals.)
 - (2). Drum Synthetic Oil – Mobil 630 (10-20 Gal.)
 - (3). GB Breakdown 55 Gal. Drum (1 Full + 25 Gal. Partial).
 - (4). 55 Gal Drum Penreco Mineral Oil (30 + Gal.).
 - (5). 7 – 35 LB Pails Gear Lubricant Full.
 - (6). 7 – 35 LB Pails Gear Lubricant Partial.
 - (7). 5 – 35 LB Pails Greases (2 Grades).
 - (8). 97 – 14 OZ Tubes Various Greases (4 Grades).
- e. 5 – 55 Gal Drum Oil Pumps (Manual).
 - (1). 1 – 5 Gal. Pail Oil Pump.
 - (2). 4 – Oiler Cans (1 Pint – Pump Type).
 - (3). 2 – Drum Hand Trucks.
 - (4). 5 – Drum Racks.
 - (5). 1 – 55 Gal. Drum Mixer.
- f. 1 – 30 Gal. Drum Bruno Deodorant/Degreaser.
1- 50 LB Fiber Pack Granular Deodorant.
- g. 2 – Grease Pumps for 35 LB Pails.

LIFT STATION 4208

- a. 2 – Aurora Pumps – 2800 GPM Type 613A – No. F19630 & F19631.
- b. 1 – Aurora Pump Mechanical Seal Kit.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

LIFT STATION 4015

- 1 – Comminutor Unit W/Motor (3HP)
SN: IL0070099

LIFT STATION 4760 – PRITCHARD PLACE

- 1 – Submersible Sewage Pump 3 HP
CAT No. WG30-21-25

GEAR REDUCER

- 1- Dodge Oxidation Ditch Rotor Gear Reducer
TXT 915T SN: None PN 249269 BH 21
SN: 100605

DRIVE MOTOR

- a. Pista Grit Replace Drive Motor, 1 HP, Frame 143TC, CAT. No. VM7014T,
No. S AG772214.
- b. PTB Ventilator Drive Motor, 1 HP, Frame 56 Model 5K43PG 5281FX.

REDUCTION UNIT

Bar Screen Gear Reduction Unit (Vulcan).

V-BELTS

V-Belts Various Sizes (125 Total) for WWTP Blowers, rotors, compressors,
Ventilators, Conveyors/Augers.

AIR COMPRESSOR

Workshop Air Compressor Quincy Model QT5 SN: 6022116
Motor HP Frame – 184T Tank PN: 3194 111135-200

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

MATERIAL AND ACCESSORIES

Qty	Item	Description
250	FT	Cable for Electric EEL Sewer Machine
5	EA	Starter Bit For Electric EEL Sewer Machine
1	EA	8" Bit for Electric EEL Sewer Machine
7	EA	3" Cutter Bits For Electric EEL Sewer Machine
4	EA	2" Cutter Bits For Electric EEL Sewer Machine
11	EA	Spade Bits for Electric Eel Sewer Machine
2	EA	2" Pipe Bends for Electric EEL Sewer Machine
8	EA	2" Cutter Bits For Model 666 Sewer Machine
3	EA	4" Cutter Bits For Model 666 Sewer Machine
11	EA	Bullet Bits For Model 666 Sewer Machine
1	EA	Spring For Model 666 Sewer Machine
1	EA	Spring Accessory For Model 666 Sewer Machine
1	EA	Manhole Accessory For Model 666 Sewer Machine
1	EA	Accessory For Installing 3/8" Rod On Model 666 Sewer Machine With Trailer
1	EA	O&M Manuals For Jet-Rodder Truck
10	EA	Sections of 3" Suction Hose
3	EA	10 FT Sections of Vacuum Pipe
24	EA	6" SDR 35 Clean Outs
24	EA	6" Brass Clean Out Plugs
20	EA	6" Clay X 6" Plastic Fernco Couplings
5	EA	Clamps For Vacuum Pipe
2	EA	Cleaning Heads With Hose

**WASTEWATER TREATMENT PLANT
VIDEO TRAINING TAPES**

- Instrumentation and Controls (2)
- Mechanically Cleaned Bar Screen (2)
- Vortex Grit Removal Equipment
- Raw Wastewater Pumps/Dillution Water Pumps
- Dillution Water Pumps VFD's
- Septage Pump and Mixer Equipment
- Continuous Loop Reactors
- RAS/WAS Pumps
- RAS Control Panel

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- RAS/WAS Pumps Field
- RAS VFO'S (2)
- Sludge Collecting Equipment/Collectors (2)
- Gravity Thickener Sludge Collecting Equipment
- Scum Pump
- Fixed Diffusion Header
- Air Supply and Diffusion Equipment/Blowers (2)
- Digested sludge filter Press (2)
- Polymer Mixing Equipment
- Conveyors
- Digested Sludge Progressive Cavity Pumps and Controls (2)
- Chlorine and Sulfur Dioxide Feed System and WAS Control Panel
- Pumps: Sewage and Sludge
- Vertical Turbine Pumps, Hydromatic System
- Air Compressor Equipment
- Sampling Equipment
- Septage Receiving Station Control – Ultra Sonic Level/Flow Equipment
- Polymer Storage Tank – Ultra Sonic Level/Flow Equipment
- Flow Meter (Magnetic)
- Flow Meter (Velocity Modified)
- Sluice and Slide Gates
- Valves (Butterfly and Telescopic)
- Valves (Eccentric and Check)
- Warm Air Heating Systems/Engineered Air
- Air Conditioning System – Unitary Type/Forced Hot Water Heating System
- HVAC Controls/Ventilation and Exhaust Systems
- Simplex Fire Alarms
- Veeder – Root Fuel Monitoring System
- Lab Training – Activated Sludge Process Control (1 of 3)
Lab Training – Activated Sludge Process Control NH₃, Fecal Coliform, and Chlorine
Lab Training TSS and BOD₅
- Verbatim Auto Dialer
- Sewage Lift Station 4760 – Prichard Place
- Sewage Lift Station 7873
- Algae Sweep Automation (2)
- Ultra Violet Disinfection – Trojan UV4000

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

WASTEWATER TREATMENT PLANT FURNISHINGS

LAB 7207

- a. Table – Marble Top (5 FT L)
- b. Desk – Black
- c. Chair – Brown – Roll Type
- d. Stool – Adjustable, Lab Bench

MAIN OFFICE

- a. Desk (1)
- b. Credenza (1)

GENERAL OFFICE AREA

- a. Desk w/Wing Section
- b. Cabinet, Small Hutch
- c. Coat/Hat Rack
- d. Table – 4'L

MAIN AREA

- a. Shelf Unit (Small)
- b. Computer Desk

MIP AREA

- a. Cabinet, Small, 3 Drawer Unit
- b. Filing Cabiner, 4 Drawer, (2)
- c. Bookcase, 8' HT, 6 Shelf, Wood

BREAK ROOM

- a. Dining Table (2)
- b. Chairs (2)
- c. Settee (1)
- d. Chair (1)
- e. Table (3 ft long)
- f. Television
- g. VCR

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

- h. Shelf Unit, Metal , 3 Shelves, 3' Wide
- i. Refrigerator (2)
- j. Microwave
- k. Gas Cook Range

ELECTRIC ROOM

Table, 8' L, Folding Legs

WORKSHOP AREA

- a. Desks (2)
- b. Chairs (2) Roll Around
- c. Chair (1)
- d. Filing Cabinet, 4 Drawer
- e. Coat/Hat Rack, 5'L (2)
- f. Cabinet, Metal, 2 Door, 7'H (3)
- g. Cabinet, Wood, 2 Door, 7'H (1)
- h. Work Bench, Heavy Wood 9' x 4'
- i. Work Bench, Metal 12' x 30"
- j. Work Bench, Wood top/Metal Frame 6' x 3'
- k. Shelf Unit, Metal, Open, 4 Shelves, 7' H X 30" X 30"

BLDG 7206 PTB

Cabinet, Wood, Double Glass Doors, 5'H X 3" W

BLDG 7209 DISINFECTION

Table, Marble Top 38" W X 30"

**WASTEWATER TREATMENT PLANT
LABORATORY EQUIPMENT**

Qty	Item	Description
1	Ea	Incubator - Model #MFU20F3GW
1	Ea	11.8 Refrigerator - Model #TB12SBB
1	Ea	Desiccator



**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

Qty	Item	Description
1	Ea	Timer - Model #171
1	Ea	Steam Sterilizer - Model #800V
1	Ea	Lab Oven - Model #10201C
1	Ea	Lab Line - Model #4205
1	Ea	Still - Wall Mount
1	Ea	Water Bath - Model #5D
1	Ea	Colony Counter - Model #3325
1	Ea	D.O. Meter - Model 58
1	Ea	Vac Pump - Model #XX6000000
1	Ea	Balances - Model #AC100
1	Ea	ISCO Sampler - Model #6700FR

**WASTEWATER TREATMENT PLANT
COLLECTION SYSTEM EQUIPMENT**

Qty	Item	Description
1	Ea	Jet Rodder and Vacuum Truck Ford L800, Diesel VIN# 1FDYR82E8RVA34926
1	Ea	Farm Tractor, Wheeled AC – John Deere Product ID# LVSG057002187 5300E630411/DPW 201
1	Ea	Trash Pump, 3" Discharge, 5 HP Gas Motor Stock# 43200T930153
1	Ea	Electric EEL Sewer Machine and Trailer 5 HP, Serial# 2487A, DPW 325 Stock# 494001T935974
1	Ea	Model 666 Sewer Rodder Serial# 2236, DPW 697 Stock # 463001T939231

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

WASTEWATER TREATMENT PLANT EQUIPMENT

Qty	Item	Description
1	Ea	Forklift, 6000 Lbs DS-Yale, Serial# E177B11097T Stock# 393001T930196
1	Ea	Truck, Light Cushman A17052, DPW 288 Stock# 23200T823154
1	Ea	Pump, Fairbanks-Morse, W-3 Water, Vertical Turbine, 3-Stage, Model#7M-7000AW
1	Ea	Pump, Johnston - Series JT, 3-Stage Propeller, Bellwash, Model #6AC-3
1	Ea	Pump, FLYGT, Submersible - 35HP, 2250 GPM, Raw Wastewater, Model #CP-3201X-MT
1	Ea	Pump, FLYGT, Submersible - 5 HP, Dillution Water, Model #CP-3102
1	Ea	Pump, Chlorine Induction - Model SWC 3F
1	Ea	Pump, Sulfur Dioxide Induction - Model SWC 2F
1	Ea	Pump, Submersible, Sewage, Zoeller - 1 HP, 230V, Model #E-284C
1	Ea	Motor, Sew, Eurodrive, 230/460V, 3HP, Belt Press Drive, Type DF26BHSDT100L24-KS
1	Ea	Motor, GE, 184T-FR, 5HP, 230/460V, Sludge Conveyer, Model #5KS184BC205
1	Ea	Motor, Baldor, 215T-FR, 10 HP, 230/460V, PTFE Air Handler Drive, Model #37F380X954

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

**Exhibit A – Equipment and Materials Inventory
Waste Water and Storm Drainage Utility Systems
Fort Knox, Kentucky**

MANUALS AND DRAWINGS

Qty	Item	Description
3	Volumes	Wastewater Treatment Plant O&M Manuals
1	Set	Wastewater Treatment Plant Construction Drawings
1	Set	Wastewater Treatment Plant As-Built Drawings
1	CD	Storm Water Drawing (per amendment 0005 dated 4/26/02) and Wastewater Collection Drawings

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

MEMORANDUM FOR CH Contracting

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

The Following Material and Accessories Will Be Transferred to The Wastewater and Storm Water Systems Contractor – Hardin County Water District #1 (HCWD #1).

1. BLDG 7208 PTB

- a. RWW Pump #4 & #5 check valve damper.
- b. Miscellaneous RWW Pump Breaker and Control Panel Relays, Coils, Transformers, Fuses, Contractors.
- c. Screenings Hoppers Wheels (9).
- d. Gast Air Compressor (Barscreen and Polyblend).

2. BLDG 7208 DEWATERING

- a. Sludge Conveyor Rollers, Pillow Block Bearings, Drive Chains, Belt Splice.
- b. Progressive Cavity Digested Sludge Pump Rotor and Stator, Seals, Discharge Line Expansion Joint, Coupling Insert.
- c. Digester Blower Filters, Bearings, Oil Cooler Anodes, Oil Pressure Guages, Sheaves.
- d. Filter Press Cloths (2 Lower, 1 Upper).
- e. Miscellaneous Polyblend Units Spare Parts.

3. BLDG 7209 DISINFECTION

- a. CL2 & S02 Vacuum Regulator Kits (1 EA).
- *b. CL2 – 1 Ton Emergency Leak Repair “B” Kit (2).
S02 – 1 Ton Emergency Leak Repair “B” Kit (1).

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P(1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

- c. Miscellaneous CL2 & SO2 Feed Controller Parts.
- d. Contact Tank Sluice Gate Bearings and Gaskets.
- e. Hydro Pneumatic Tank (W-3) Sight Glass Parts.

4. BLDG 7210 SEPTAGE STATION

Mixer Unit Frame.

5. BLDG. 7211 GRAVITY THICKENER

- a. Drive Unit Contacter.
- b. TAS Pump Timer, Air Solenoid, Air Pressure Regulator, Fill Stroke Spring, Filters.

6. BLDG 7212 SECONDARY CLARIFIERS

- a. Clarifier Drive Gear Motor Unit.
- b. RAS Pump Mechanical Seal and Shaft Sleeve (1)
- c. WAS Pump Mechanical Seal and Shaft Sleeve (2)
- d. Magnetic Flow Signal Converter (2)

7. BLDG 7213 OXIDATION DITCH

- a. Rotor (Aerator) Blade Unit (1)
- b. Rotor Gear Reducer Input and Output Shaft Seals, Input Shaft sleeve.
- c. Rotor Drive Motor Sheaves (2 EA) 72 RPM.
Gear Reducer Sheaves (2 EA) 72 RPM
(8 EA) 55 RPM

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

8. WASTEWATER TREATMENT PLANT SPARE PARTS AND MATERIALS

- a. Miscellaneous Equipment Fuses, Miniature Indicator Lamps.
- b. Various Size AHU and Air Conditioner Filters (92).
- c. Liquid Polymer Ciba Zetag 7878-FS-25
3 – 55 Gal. Drums.
- d. Oils, Gear Compounds, Greases.
 - (1). Drum Machine Oil AW-ISO-150 (40-45 Gals.)
 - (2). Drum Synthetic Oil – Mobil 630 (10-20 Gal.)
 - (3). GB Breakdown 55 Gal. Drum (1 Full + 25 Gal. Partial).
 - (4). 55 Gal Drum Penreco Mineral Oil (30 + Gal.).
 - (5). 7 – 35 LB Pails Gear Lubricant Full.
 - (6). 7 – 35 LB Pails Gear Lubricant Partial.
 - (7). 5 – 35 LB Pails Greases (2 Grades).
 - (8). 97 – 14 OZ Tubes Various Greases (4 Grades).
- e. 5 – 55 Gal Drum Oil Pumps (Manual).
 - (1). 1 – 5 Gal. Pail Oil Pump.
 - (2). 4 – Oiler Cans (1 Pint – Pump Type).
 - *(3). 2 – Drum Hand Trucks.
 - *(4). 5 – Drum Racks.
 - (5). 1 – 55 Gal. Drum Mixer.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

*f. 1 – 30 Gal. Drum Bruno Deodorant/Degreaser.
1- 50 LB Fiber Pack Granular Deodorant.

g. 2 – Grease Pumps for 35 LB Pails.

9. LIFT STATION 4208

a. 2 – Aurora Pumps – 2800 GPM Type 613A – No. F19630 & F19631.

b. 1 – Aurora Pump Mechanical Seal Kit.

10. LIFT STATION 4015

1 – Comminutor Unit W/Motor (3HP)
SN: IL0070099

11. LIFT STATION 4760 – PRITCHARD PLACE

1 – Submersible Sewage Pump 3 HP
CAT No. WG30-21-25

12. GEAR REDUCER

1- Dodge Oxidation Ditch Rotor Gear Reducer
TXT 915T SN: None PN 249269 BH 21
SN: 100605

13. DRIVE MOTOR

a. Pista Grit Replace Drive Motor, 1 HP, Frame 143TC, CAT. No. VM7014T,
No. S AG772214.

b. PTB Ventilator Drive Motor, 1 HP, Frame 56 Model 5K43PG 5281FX.

14. REDUCTION UNIT

Bar Screen Gear Reduction Unit (Vulcan).

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

15. V-BELTS

V-Belts Various Sizes (125 Total) for WWTP Blowers, rotors, compressors, Ventilators, Conveyors/Augers.

16. AIR COMPRESSOR

Workshop Air Compressor Quincy Model QT5 SN: 6022116
Motor HP Frame – 184T Tank PN: 3194 111135-200

17. MATERIAL AND ACCESSORIES

Qty	Item	Description
250	FT	Cable for Electric EEL Sewer Machine
5	EA	Starter Bit For Electric EEL Sewer Machine
1	EA	8" Bit for Electric EEL Sewer Machine
7	EA	3" Cutter Bits For Electric EEL Sewer Machine
4	EA	2" Cutter Bits For Electric EEL Sewer Machine
11	EA	Spade Bits for Electric Eel Sewer Machine
2	EA	2" Pipe Bends for Electric EEL Sewer Machine
8	EA	2" Cutter Bits For Model 666 Sewer Machine
3	EA	4" Cutter Bits For Model 666 Sewer Machine
11	EA	Bullet Bits For Model 666 Sewer Machine
1	EA	Spring For Model 666 Sewer Machine
1	EA	Spring Accessory For Model 666 Sewer Machine
1	EA	Manhole Accessory For Model 666 Sewer Machine



IMSE-KNX-OSO-P (1180-1-1k)
SUBJECT: IMSE-KNX-OSO-P (1180-1-1k)

Qty	Item	Description
1	EA	Accessory For Installing 3/8" Rod On Model 666 Sewer Machine With Trailor
1	EA	O&M Manuals For Jet-Rodder Truck
10	EA	Sections of 3" Suction Hose
3	EA	10 FT Sections of Vacuum Pipe
24	EA	6" SDR 35 Clean Outs
24	EA	6" Brass Clean Out Plugs
20	EA	6" Clay X 6" Plastic Fernco Couplings
5	EA	Clamps For Vacuum Pipe
2	EA	Cleaning Heads With Hose

**18. WASTEWATER TREATMENT PLANT
VIDEO TRAINING TAPES**

- Instrumentation and Controls (2)
- Mechanically Cleaned Bar Screen (2)
- Vortex Grit Removal Equipment
- Raw Wastewater Pumps/Dillution Water Pumps
- Dillution Water Pumps VFD's
- Septage Pump and Mixer Equipment
- Continuous Loop Reactors
- RAS/WAS Pumps
- RAS Control Panel
- RAS/WAS Pumps Field
- RAS VFO'S (2)
- Sludge Collecting Equipment/Collectors (2)
- Gravity Thickener Sludge Collecting Equipment
- Scum Pump
- Fixed Diffusion Header
- Air Supply and Diffusion Equipment/Blowers (2)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

- Digested sludge filter Press (2)
- Polymer Mixing Equipment
- Conveyors
- Digested Sludge Progressive Cavity Pumps and Controls (2)
- Chlorine and Sulfur Dioxide Feed System and WAS Control Panel
- Pumps: Sewage and Sludge
- Vertical Turbine Pumps, Hydromatic System
- Air Compressor Equipment
- Sampling Equipment
- Septage Receiving Station Control – Ultra Sonic Level/Flow Equipment
- Polymer Storage Tank – Ultra Sonic Level/Flow Equipment
- Flow Meter (Magnetic)
- Flow Meter (Velocity Modified)
- Sluice and Slide Gates
- Valves (Butterfly and Telescopic)
- Valves (Eccentric and Check)
- Warm Air Heating Systems/Engineered Air
- Air Conditioning System – Unitary Type/Forced Hot Water Heating System
- HVAC Controls/Ventilation and Exhaust Systems
- Simplex Fire Alarms
- Veeder – Root Fuel Monitoring System
- Lab Training – Activated Sludge Process Control (1 of 3)
 - Lab Training – Activated Sludge Process Control NH₃, Fecal Coliform, and Chlorine
 - Lab Training TSS and BOD₅
- Verbatim Auto Dialer
- Sewage Lift Station 4760 – Prichard Place
- Sewage Lift Station 7873
- Algae Sweep Automation (2)
- Ultra Violet Disinfection – Trojan UV4000

19. WASTEWATER TREATMENT PLANT FURNISHINGS

LAB 7207

- a. Table – Marble Top (5 FT L)
- b. Desk – Black

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contracting – Hardin County Water District #1 (HCWD #1)

- c. Chair – Brown – Roll Type
- d. Stool – Adjustable, Lab Bench

20. MAIN OFFICE

- a. Desk (1)
- b. Credenza (1)

21. GENERAL OFFICE AREA

- a. Desk w/Wing Section
- b. Cabinet, Small Hutch
- c. Coat/Hat Rack
- d. Table – 4'L

22. Main Area

- a. Shelf Unit (Small)
- b. Computer Desk

23. MIP AREA

- a. Cabinet, Small, 3 Drawer Unit
- b. Filing Cabinet, 4 Drawer, (2)
- c. Bookcase, 8' HT, 6 Shelf, Wood

24. Break Room

- a. Dining Table (2)
- b. Chairs (2)



IMSE-KNX-OSO-P (1180-1-1-k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin
County Waster District # 1 (HCWD #1)

- c. Settee (1)
- d. Chair (1)
- f. Table (3 FT Long)
- g. Television
- h. VCR
- i. Shelf Unit, Metal , 3 Shelves, 3' Wide
- j. Refrigerator (2)
- k. Microwave
- l. Gas Cook Range

25. ELECTRIC ROOM

Table, 8' L, Folding Legs

26. WORKSHOP AREA

- a. Desks (2)
- b. Chairs (2) Roll Around
- c. Chair (1)
- d. Filing Cabinet, 4 Drawer
- e. Coat/Hat Rack, 5'L (2)
- d. Cabinet, Metal, 2 Door, 7'H (3)
- e. Cabinet, Wood, 2 Door, 7'H (1)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1-1k)

SUBJECT: Material and Accessories to Turn Over to Wastewater Contractor – Hardin County Water District #1 (HCWD #1)

- f. Work Bench, Heavy Wood 9' x 4'
- g. Work Bench, Metal 12' x 30"
- h. Work Bench, Wood top/Metal Frame 6' x 3'
- i. Shelf Unit, Metal, Open, 4 Shelves, 7' H X 30" X 30"

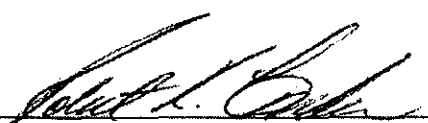
27. BLDG 7206 PTB


Cabinet, Wood, Double Glass Doors, 5'H X 3" W

28. BLDG 7209 DISINFECTION

Table, Marble Top 38" W X 30"

NOTE: ALL LISTED MATERIALS WITH AN ASTERISK (*) ARE ON THE HAND RECEIPT ITEMS.


ROBERT K. ENDER
U.S. Government, Contracting
Officer Representative
Fort Knox KY 40121-5000


JIM BRUCE
Hardin County Water
District #1

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

MEMORANDUM FOR CH Contracting

SUBJECT: Inventory Transfer of Wastewater and Storm Water Specialized Equipment and Vehicles

1. The following equipment and vehicles will be transferred to the Wastewater and Storm Water Systems Contractor – Hardin County Water District #1 (HCWD #1).
2. The equipment and vehicles are in good working condition and are accounted for as specified in the terms of the contract.
3. The equipment and vehicles will be made available to HCWD #1 on 1 July 2005.

Qty	Item	Description
-----	------	-------------

**WASTEWATER TREATMENT PLANT
LABORATORY EQUIPMENT**

1	Ea	Incubator – Model #MFU20F3GW
1	Ea	11.8 Refrigerator – Model #TB12SBB
1	Ea	Desiccator
1	Ea	Timer – Model #171
1	Ea	Steam Sterilizer – Model #800V
1	Ea	Lab Oven – Model #10201C
1	Ea	Lab Line – Model #4205
1	Ea	Still – Wall Mount
1	Ea	Water Bath – Model #5D
1	Ea	Colony Counter – Model #3325
1	Ea	D.O. Meter – Model 54ARC – Substituted Model 58 Serial # 91DOZ8279
1	Ea	Vac Pump – Model #XX6000000

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-1k)

SUBJECT: Inventory Transfer of Specialized Equipment and Vehicles

Qty	Item	Description
1	EA	Balances – Model #AC100
2	Ea	ISCO Sampler – Model #6700FR

**WASTEWATER TREATMENT PLANT
COLLECTION SYSTEM EQUIPMENT**

1	Ea	Jet Rodder and Vacuum Truck
1	Ea	Farm Tractor
1	Ea	Trash Pump, 3" Discharge, 5 HP Gas Motor
1	Ea	Electric EEL Sewer Machine and Trailer
1	Ea	Model 666 Sewer Rodder

**WASTEWATER TREATMENT PLANT
EQUIPMENT**

1	Ea	Forklift
1	Ea	Truck, Light Cushman
1	Ea	Pump, Fairbanks-Morse, W-3 Water, Vertical Turbine, 3-Stage, Model #7M-7000AW
1	Ea	Pump, Johnston – Series JT, 3-Stage Propeller, Beltwash, Model #6AC-3
1	Ea	Pump, FLYGT, Submersible – 35HP, 2250 GPM, Raw Wastewater, Model #CP-3201X-MT
1	Ea	Pump, FLYGT, Submersible – 5 HP, Dillution Water, Model #CP-3102
1	Ea	Pump, Chlorine Induction – Model SWC 3F

RECEIVED

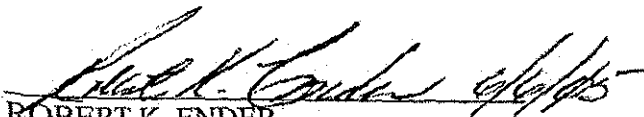
2/12/2021


PUBLIC SERVICE
COMMISSION
OF KENTUCKY

IMSE-KNX-OSO-P (1180-1-k)

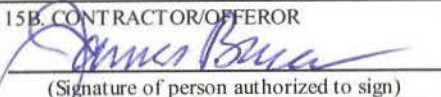
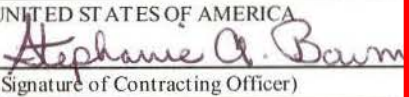
SUBJECT: Inventory Transfer of Specialized Equipment and Vehicles

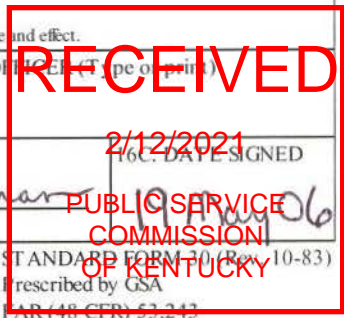
Qty	Item	Description
1	Ea	Pump, Sulfur Dioxide Induction – Model SWC 2F
1	Ea	Pump, Submersible, Sewage, Zoeller – 1 HP, 230V, Model #E-284C
1	Ea	Motor, Sew, Eurodrive, 230/460V, 3HP, Belt Press Drive, Type DF26BHSDT100L24-KS
1	Ea	Motor, GE, 184T-FR, 5HP, 230/460V, Sludge Conveyor, Model #5KS184BC205
1	Ea	Motor, Baldor, 215T-FR, 10 HP, 230/460V, PTB Air Handler Drive, Model #37F380X954


ROBERT K. ENDER
U.S. Government, Contracting
Officer Representative
Fort Knox KY 40121-5000


JIM BRUCE
Hardin County Water
District #1

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00007	3. EFFECTIVE DATE 17-May-2006	4. REQUISITION/PURCHASE REQ. NO. W22PES-5193-5014	5. PROJECT NO. (If applicable)		
6. ISSUED BY DIRECTORATE OF CONTRACTING SFC A SR KN BLDG 1109 FORT KNOX KY 40121-5000	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes - Fixed Price Alt 1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans06971 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)			16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		
15C. DATE SIGNED 5/19/06			16C. DATE SIGNED 2/12/2021		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243		



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00007

A. The purpose of this modification is to make the following revisions:

1. Incorporate the annual Installation Status Report (ISR) requirement to the Submittals listing. A revised Submittals listing is attached hereto and incorporated into the contract.
2. Revise the paying office in Block 12 of Standard Form 26 to read:

DFAS Indianapolis
Department 3800
8899 East 56th Street
Indianapolis, IN 46249-3800

B. The contract price remains unchanged at \$3,907,618.00.

Attachment
Submittals List

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SUBMITTALS

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
C.8	Project Mgr	Written	After award and upon change	As required	Contracting Officer (1)
C.5.2.5	List of Personnel	Written	After award and upon change	As required	Contracting Officer (1)
C.8	Service Request Submission Procedure	Written	After Award	Upon Change	Contracting Officer Rep (1)
C.11.2.4	Annual Capital Upgrades & Renewals and Replacements Plan	Written	1 Feb XX	Annual	Contracting Officer (1)/ Contracting Officer Rep (1)
	Initial Capital Upgrades/Annual Repair & Replacement/ Future Capital Status Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Monthly Operating Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Discharge Monitoring Report (DMR) Wastewater Overflow And Discharge Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Storm Water Maintenance Reports and Repairs	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Wastewater Outage Report	Written	30 th day of following Month	Monthly	Contracting Officer Rep (1)
	Preventive Maintenance Plant and Collection System Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Influent and Effluent Metal Analysis	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Maintenance Repair Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Work Order Response Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Chronic Toxicity Analysis (Biomonitoring) and Report	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
	Storm Water Compliance Reports	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
C.10.9	Chemical Spills/Releases	Written	5 days after occurrence	As required	Contracting Officer Rep (1)
	EPA/State Inspection Reports and Surveys	Written		As required	Contracting Officer Rep (1)
C.10.3	NEPA Document	Written		As required	Contracting Officer Rep (1)
	OSHA Safety Inspections	Written		As required	Contracting Officer Rep (1)
	Notices of Violation	Written		As required	Contracting Officer Rep (1)
	EPA/State Correspondence Regarding Legal Actions	Written		As required	Contracting Officer Rep (1)
	Drawings and System Changes or Modifications	Written		As required	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Installation Status Report	Written	1 May XX	Annual	Contracting Officer Rep (1)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	6
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 30-Jun-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans061346 OPERATION OF WASTEWATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)						
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)		<div style="border: 2px solid red; padding: 5px; text-align: center;"> RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY </div>	
			Stephanie A. Bowman Contracting Officer			
			TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)		2/12/2021	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00008

- A. The purpose of this modification is to establish Contract Line Item Numbers (CLINs) and SubCLINs for year 2 of the contract (1 Jul 06 – 30 Jun 07) and add funding for period 1 – 31 Jul 06 as follows:

0004	Waste Water Utility System, Ft. Knox, KY 50 year contract – Year 2 (1 Jul 06 – 30 Jun 07)	
0004AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement	
	12 months * \$213,659.00/month	\$2,563,908.00
0004AB	Initial Capital Improvement Surcharge	
	12 months * \$58,995.00/month	\$ 707,940.00
0004AC	Initial Capital Improvement Surcharge (UV Disinfection)	
	12 months * \$19,170.00/month	\$ 230,040.00
0005	Monthly Charge for Storm Water Utility Service, Ft. Knox, KY, in accordance with Section C, Descriptions, Specifications, and Work Statement 50 year contract - Year 2 (1 Jul 06 – 30 Jun 07)	
	12 months * \$33,811.00/month	\$ 405,732.00
0006	Funding – Year 2 (1 Jul 06 – 30 Jun 07)	\$ 325,635.00

- B. FY 06 funding in the amount of \$325,635.00 for the period 1 – 31 Jul 06 is hereby added to the contract under CLIN 0006.
- C. As a result of this modification, the total funded amount of this contract is increased by \$325,635.00, from \$3,907,618.00 to \$4,233,253.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Waste Water Utility System, Ft. Knox, KY FFP 50 year contract - Year 2 (1 Jul 06 - 30 Jun 07) FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$0.00

ACRN AD \$0.00
CIN: W22PES618000300004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Monthly Charge to Provide Waste Water FFP Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030	12	Months	\$213,659.00	\$2,563,908.00

NET AMT \$2,563,908.00

ACRN AD \$0.00
CIN: W22PES618000300004AA

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Initial Capital Improvement Surcharge FFP FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030	12	Months	\$58,995.00	\$707,940.00

NET AMT \$707,940.00

ACRN AD \$0.00
CIN: W22PES618000300004AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC	Initial Capital Improvement Surcharge FFP (UV Disinfection) FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030	12	Months	\$19,170.00	\$230,040.00

NET AMT \$230,040.00

ACRN AD \$0.00
CIN: W22PES618000300004AC



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Monthly Charge for Storm Water Utility FFP Service, Ft. Knox, KY, in accordance with Section C, Descriptions, Specifications, and Work Statement 50 Year Contract - Year 2 (1 Jul 06 - 30 Jun 07) FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030	12	Months	\$33,811.00	\$405,732.00

NET AMT \$405,732.00

ACRN AD \$0.00
CIN: W22PES618000300005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Funding - Year 2 (1 Jul 06 - 30 Jun 07) FFP FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030		Lump Sum		

NET AMT \$0.00

ACRN AD \$325,635.00
CIN: W22PES618000300006



ACCOUNTING AND APPROPRIATION DATA

AA: 2152020000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165
AMOUNT: \$2,461,698.54

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$0.00

AC: 2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$298,785.48

AD: 2162020000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165
AMOUNT: \$325,635.00

CIN W22PES618000300004: \$0.00

CIN W22PES618000300004AA: \$0.00

CIN W22PES618000300004AB: \$0.00

CIN W22PES618000300004AC: \$0.00

CIN W22PES618000300005: \$0.00

CIN W22PES618000300006: \$325,635.00

RECEIVED

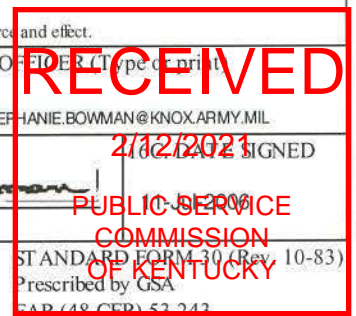
2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE 10-Jul-2006	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000	W9124D	7. ADMINISTERED BY (If other than item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans061408 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@KNOX.ARMY.MIL		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		
15C. DATE SIGNED			2/12/2021 SIGNED		
(Signature of person authorized to sign)			BY <u>Stephanie A. Bowman</u> (Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04



STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.242

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00009

- A. The purpose of this modification is to increase FY 06 funding CLIN 0006 (ACRN AD) by \$974,365.00, from \$325,635.00 to \$1,300,000.00.
- B. As a result of this modification, the total funded amount of this contract is increased by \$974,365.00, from \$4,233,253.00 to \$5,207,618.00.
- C. The following is added as paragraph D. to Modification P00008 dated 30 Jun 06:

“D. Total contract price is increased by \$3,907,620.00, from \$3,907,618.00 to \$7,815,238.00.”

- D. Total contract price remains at \$7,815,238.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Funding - Year 2 (1 Jul 06 - 30 Jun 07) FFP FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030		Lump Sum	\$1.00	\$0.00
					<hr/>
NET AMT					\$0.00
ACRN AD CIN: W22PES618000300006					\$1,300,000.00

ACCOUNTING AND APPROPRIATION DATA

AA: 2152020000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165
AMOUNT: \$2,461,698.54

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$0.00

AC: 2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$298,785.48

AD: 2162020000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165
AMOUNT: \$1,300,000.00
CIN W22PES618000300004: \$0.00
CIN W22PES618000300004AA: \$0.00
CIN W22PES618000300004AB: \$0.00
CIN W22PES618000300004AC: \$0.00
CIN W22PES618000300005: \$0.00
CIN W22PES618000300006: \$1,300,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

MEMORANDUM
Hardin County Water District No. 1

DATE: 2006

TO: Ft. Knox Contract File

FROM: Brett Pyles

SUBJECT: Mod # 10

Due to a Government system “glitch”, Mod number 10 could not be used. There is NOT a Mod number 10.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **3**

2. AMENDMENT/MODIFICATION NO.: **P00011** 3. EFFECTIVE DATE: **31-Aug-2006** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO.(If applicable):

6. ISSUED BY CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6) CODE: **W9124D**
 DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000
 DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 HARDIN COUNTY WATER DISTRICT 1
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-9343

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO.: **W9124D-05-C-0017**
 10B. DATED (SEE ITEM 13)
 X 30-Sep-2004

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 offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **bowmans062021**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

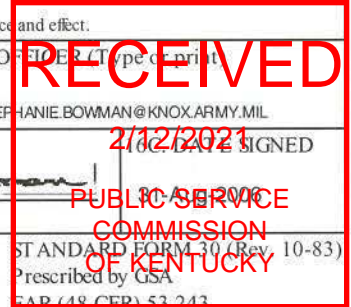
(continued)

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):
STEPHANIE A. BOWMAN / CONTRACTING OFFICER
 TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@KNOX.ARMY.MIL

15B. CONTRACTOR/OFFEROR: _____ 15C. DATE SIGNED: **2/12/2021**
 (Signature of person authorized to sign)

16B. UNITED STATES OF AMERICA
 BY: Stephanie A. Bowman
 (Signature of Contracting Officer)



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00011

NOTE: MODIFICATION P00010 WILL NOT BE ISSUED DUE TO AN ERROR IN THE COMPUTER SYSTEM.

A. The purpose of this modification is to increase FY 06 funding CLIN 0006 (ACRN AD) by \$2,607,620.00, from \$1,300,000.00 to \$3,907,620.00.

B. As a result of this modification, the total funded amount of this contract is increased by \$2,607,620.00, from \$5,207,618.00 to \$7,815,238.00.

C. Contract Clause G.2 entitled "Submission and Payment of Invoices" is revised to read as follows:

The Government will pay the Contractor for utility service through a Monthly Service Charge. Subject to the provisions set forth in Section B, utility services will be billed according to the Sub-CLIN items in schedule B-2 on a monthly basis.

The Contractor shall prepare and send one invoice to the Installation for payment by the 25th of each month for the previous month's billing period. Invoices shall be sent or faxed to the address identified below:

Directorate of Public Works

Attn: IMSE-KNX-PWC

Bldg 1110-B

Fort Knox, KY 40121

D. Total contract price remains at \$7,815,238.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Funding - Year 2 (1 Jul 06 - 30 Jun 07) FFP FOB: Destination PURCHASE REQUEST NUMBER: W22PES-6180-0030		Lump Sum	\$1.00	\$0.00
NET AMT					\$0.00
ACRN AD CIN: W22PES618000300006					\$3,907,620.00

ACCOUNTING AND APPROPRIATION DATA

AA: 2152020000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165
AMOUNT: \$2,461,698.54

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$0.00

AC: 2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165
AMOUNT: \$298,785.48

AD: 2162020000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165
AMOUNT: \$3,907,620.00

- CIN W22PES618000300004: \$0.00
- CIN W22PES618000300004AA: \$0.00
- CIN W22PES618000300004AB: \$0.00
- CIN W22PES618000300004AC: \$0.00
- CIN W22PES618000300005: \$0.00
- CIN W22PES618000300006: \$3,907,620.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 6**

2. AMENDMENT/MODIFICATION NO.: **P00012** 3. EFFECTIVE DATE: **24-May-2007** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO. (If applicable):

6. ISSUED BY CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6) CODE: **See Item 6**

DIRECTORATE OF CONTRACTING
SFCA SR KN
BLDG 1100B STE 250
199 6TH AVE
FORT KNOX KY 40121-5720

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
**HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160 5943**

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO.: **W9124D-05-C-0017**
X 10B. DATED (SEE ITEM 13): **30-Sep-2004**

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 offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-1, Changes - Fixed Price, Alt 1

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.)
Modification Control Number: **bowmans071796**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

(continued)

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): **JAMES BRUCE / GENERAL MANAGER**

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Stephanie A. Bowman Contracting Officer**

15B. CONTRACTOR/OPERATOR: **James Bruce** (Signature of person authorized to sign)

15C. DATE SIGNED: **5/29/07**

16B. UNITED STATES OF AMERICA BY: **Stephanie A. Bowman** (Signature of Contracting Officer)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30-105-04 Prescribed by GSA FAR (48 CFR) 101-11.6



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00012

A. The purpose of this modification is to add Contract Line Item Number (CLIN) 0007, Navy Seal Trailer Sanitary Tap, in the amount of \$1,760.00 to the contract. FY 07 funding (ACRN AE) for CLIN 0007 is added as follows:

AE: 217202000000B4B4AH131079SAF5325402ETP3AW22PES71417038TP3A2E012165

B. Based on paragraph A. above, the total price of year 2 of the contract is increased by \$1,760.00, from \$3,907,620.00 to \$3,909,380.00.

C. Based on paragraph A. above, the total price of the contract is increased by \$1,760.00, from \$7,815,238.00 to \$7,816,998.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Waste Water Utility System, Ft. Knox, KY 50 year contract - Year 2 (1 Jul 06 - 30 Jun 07)				
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$0.00

ACRN AD \$0.00
CIN: W22PES618000300004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement	12	Months	\$213,659.00	\$2,563,908.00
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$2,563,908.00

ACRN AD \$0.00
CIN: W22PES618000300004AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB	Initial Capital Improvement Surcharge	12	Months	\$58,995.00	\$707,940.00
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$707,940.00

ACRN AD \$0.00
CIN: W22PES618000300004AB



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		12	Months	\$19,170.00	\$230,040.00
	Initial Capital Improvement Surcharge (UV Disinfection)				
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$230,040.00

ACRN AD \$0.00
CIN: W22PES618000300004AC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		12	Months	\$33,811.00	\$405,732.00
	Monthly Charge for Storm Water Utility Service, Ft. Knox, KY, in accordance with Section C, Descriptions, Specifications, and Work Statement				
	50 Year Contract - Year 2 (1 Jul 06 - 30 Jun 07)				
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$405,732.00

ACRN AD \$0.00
CIN: W22PES618000300005

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006				\$0.00	
	Funding - Year 2 (1 Jul 06 - 30 Jun 07)				
	PURCHASE REQUEST NUMBER: W22PES-6180-0030				

NET AMT \$0.00

ACRN AD
CIN: W22PES618000300006



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Navy Seals Trailer Sanitary Sewer Tap	1	Lot	\$1,760.00	\$1,760.00

PURCHASE REQUEST NUMBER: W22PES-7141-7038

NET AMT \$1,760.00

ACRN AE \$1,760.00
CIN: W22PES714170380007

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AD: 216202000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165

AMOUNT: \$3,907,620.00

CIN W22PES618000300004: \$0.00

CIN W22PES618000300004AA: \$0.00

CIN W22PES618000300004AB: \$0.00

CIN W22PES618000300004AC: \$0.00

CIN W22PES618000300005: \$0.00

CIN W22PES618000300006: \$3,907,620.00

AE: 217202000000B4B4AH131079SAF5325402ETP3AW22PES71417038TP3A2E012165

AMOUNT: \$1,760.00

CIN W22PES714170380007: \$1,760.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. P00013	3. EFFECTIVE DATE 01-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243 - 1, Changes - Fixed Price, Alt 1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans071934 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR James Bruce (Signature of person authorized to sign)			15C. DATE SIGNED 6/18/07		16B. UNITED STATES OF AMERICA BY Stephanie A. Bowman (Signature of Contracting Officer)
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		16C. DATE SIGNED 2/12/2021 19 Jun 07 PUBLIC SERVICE COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00013

A. The purpose of this modification is to establish Contract Line Item Numbers (CLINs) and SubCLINs year 3 of the contract (1 Jul 07 – 30 Jun 08) as follows:

0008	Waste Water Utility System, Ft. Knox, KY 50 Year Contract – Year 3 (1 Jul 07 – 30 Jun 08)		
0008AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Jul 07 – 31 Aug 07	2 months @ \$213,659.00/month	\$427,318.00
0008AB	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Sep 07 – 30 Jun 08	10 months @ \$209,406.00/month	\$2,094,060.00
0009	Monthly Charge to Provide Storm Water Utility Service, Ft. Knox, KY in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Jul 07 – 30 Jun 08	12 months @ \$33,811.00/month	\$405,732.00
0010	Funding - Year 3 (1 Jul 07 – 30 Jun 08)		\$2,927,110.00

B. FY 07 funding in the amount of \$2,927,110.00 for period 1 Jul 07 – 30 Jun 08 is added to the contract under CLIN 0010 as follows:

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165

C. As a result of this modification, the total contract price is increased by \$2,927,110.00, from \$7,816,998.00 to \$10,744,108.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 3 (1 Jul 07 - 30 Jun 08)				
PURCHASE REQUEST NUMBER: W22PES-7136-7036					

NET AMT \$0.00

ACRN AF \$0.00
CIN: W22PES713670360008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 07 - 31 Aug 07	2	Months	\$213,659.00	\$427,318.00

NET AMT \$427,318.00

ACRN AF \$0.00
CIN: W22PES713670360008AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Sep 07 - 30 Jun 08	10	Months	\$209,406.00	\$2,094,060.00

NET AMT \$2,094,060.00

ACRN AF \$0.00
CIN: W22PES713670360008AB

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Monthly Charge to Provide Storm Water Utility Service, Ft. Knox, KY in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Jul 07 - 30 Jun 08	12	Months	\$33,811.00	\$405,732.00
PURCHASE REQUEST NUMBER: W22PES-7136-7036					

NET AMT \$405,732.00

ACRN AF \$0.00
CIN: W22PES713670360009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Funding - Year 3 (1 Jul 07 - 30 Jun 08)				
PURCHASE REQUEST NUMBER: W22PES-7136-7036					

NET AMT \$0.00

ACRN AF \$2,927,110.00
CIN: W22PES713670360010

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165

AMOUNT: \$2,927,110.00

CIN W22PES713670360010: \$2,927,110.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	I. CONTRACT ID CODE J	PAGE OF PAGES 1 3
---	---------------------------------	-------------------------------

2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 20-Sep-2007	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY CODE W9124D DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	7. ADMINISTERED BY (If other than item 6) CODE See Item 6
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	X 10B. DATED (SEE ITEM 13) 30-Sep-2004

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 offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-1, Changes - Fixed Price- Alt 1

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.)
 Modification Control Number: **bowmans072854**
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

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) JAMES BRUCE - GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	16B. UNITED STATES OF AMERICA BY <i>(Signature)</i> Stephanie A. Bowman (Signature of Contracting Officer)
15C. DATE SIGNED 9/21/07	16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:
P00014

A. Contract Clause G.2 entitled "Submission and Payment of Invoices" is revised to read as follows:

The contractor shall submit payment requests using the following electronic method: Wide Area Workflow-Receipt and Acceptance (WAWF-RA) at <https://wawf.eb.mil>. Select the "invoice only" option and enter "W9124D" in the administered by block. Failure to submit invoices as instructed herein may result in delay of payment.

NOTE: For assistance, contractors may contact the WAWF help desk at 614-693-6868.

NOTE: Go to <http://wawftraining.com> for self paced training, to learn how to electronically submit and take action on documents in WAWF.

B. Section C, paragraph C.11.2.4 entitled "Annual Capital Upgrades and Renewals and Replacements Plan" is revised to change submission date of Annual Capital Upgrades and Renewals and Replacements Plan to July 1 each year. Revision is underlined below and a revised Section C incorporating change is attached hereto and incorporated by this modification.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements. The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Jul 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C. Revise due date for Annual Capital Upgrades and Renewals and Replacements Plan to read Jul 1 XX on the Submittals listing. A revised Submittals listing is attached hereto and incorporated by this modification.

D. The contract price remains unchanged at \$10,744,108.00.

Attachments

1. Section C, Description/Specifications/Work Statement
2. Submittals List

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

The Contractor shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each Installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

The Contractor shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan; Section C.12, *Operations and Maintenance*. The Contractor shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that The Contractor will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.3.4 Energy and Water Efficiency and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to use its best efforts to ensure that the Contractor's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by The Contractor. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through The Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

The Contractor may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

The Contractor shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. The Contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement, which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, *Changes - Fixed Price*.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, the Contractor will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

The Contractor shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to The Contractor on a reimbursable basis. The Contractor shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by The Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, the Contractor shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.



C.5.2.2 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. The Contractor shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of the Contractor's vehicles shall be readily identifiable. Identification shall include displaying the Contractor's name in a clear and unobstructed location on the vehicle. The Contractor may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

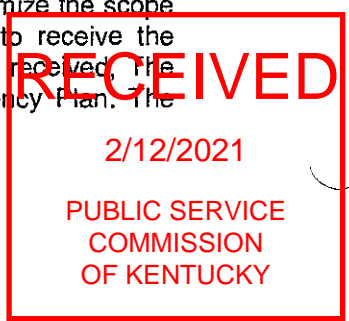
Prior to operating two-way, portable, or landmobile devices on the installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. The Contractor shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. The Contractor shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, the Contractor shall respond in accordance with their Service Interruption/Contingency Plan. The



Contractor shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, The Contractor shall meet or exceed said standards. The Contractor shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, The Contractor shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

The Contractor shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to the Contractor. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

The Contractor shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government will provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

The Contractor shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.9.6 Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

The Contractor shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. The Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6



inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD and the Contracting Officer's Representative (COR), within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD and the COR to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD and the COR as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD and the COR prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD and the COR.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EMD, and the COR immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, Installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

C.11 Upgrades and Renewals and Replacements

C.11.1 General

The Contractor shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.



C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by the Contractor on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Jul 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

The Contractor shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

The Contractor shall propose an Operational Transition Plan describing the Contractor's plan for the transfer of the utility systems from the Government to the Contractor. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as



proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by the Contractor. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SUBMITTALS

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
C.8	Project Mgr	Written	After award and upon change	As required	Contracting Officer (1)
C.5.2.5	List of Personnel	Written	After award and upon change	As required	Contracting Officer (1)
C.8	Service Request Submission Procedure	Written	After Award	Upon Change	Contracting Officer Rep (1)
C.11.2.4	Annual Capital Upgrades & Renewals and Replacements Plan	Written	1 Jul XX	Annual	Contracting Officer (1)/ Contracting Officer Rep (1)
	Initial Capital Upgrades/Annual Repair & Replacement/ Future Capital Status Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Monthly Operating Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Discharge Monitoring Report (DMR) Wastewater Overflow And Discharge Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Storm Water Maintenance Reports and Repairs	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Wastewater Outage Report	Written	30 th day of following Month	Monthly	Contracting Officer Rep (1)
	Preventive Maintenance Plant and Collection System Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Influent and Effluent Metal Analysis	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Maintenance Repair Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Work Order Response Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Chronic Toxicity Analysis (Biomonitoring) and Report	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
	Storm Water Compliance Reports	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
C.10.9	Chemical Spills/Releases	Written	5 days after occurrence	As required	Contracting Officer Rep (1)
	EPA/State Inspection Reports and Surveys	Written		As required	Contracting Officer Rep (1)
C.10.3	NEPA Document	Written		As required	Contracting Officer Rep (1)
	OSHA Safety Inspections	Written		As required	Contracting Officer Rep (1)
	Notices of Violation	Written		As required	Contracting Officer Rep (1)
	EPA/State Correspondence Regarding Legal Actions	Written		As required	Contracting Officer Rep (1)
	Drawings and System Changes or	Written		As required	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Installation Status Report	Written	1 May XX	Annual	Contracting Officer Rep (1)

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: J
PAGE OF PAGES: 1 | 3

2. AMENDMENT/MODIFICATION NO.: P00015
3. EFFECTIVE DATE: 11-Mar-2008
4. REQUISITION/PURCHASE REQ NO: SEE SCHEDULE
5. PROJECT NO. (if applicable):

6. ISSUED BY CODE: W8124D
7. ADMINISTERED BY (If other than item 6) CODE: See Item 6
DIRECTORATE OF CONTRACTING
SFGA SR XN
BLDG 1109B STE 250
198 8TH AVE
FORT KNOX KY 40121-6720

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40165-9043
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO. W8124D-05-C-0017
10B. DATED (SEE ITEM 13)
X 30-Sep-2004

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 offer is extended, is not extended.
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation, date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, Changes - Fixed Price Alt 1
D. OTHER (Specify type of modification and authority)

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

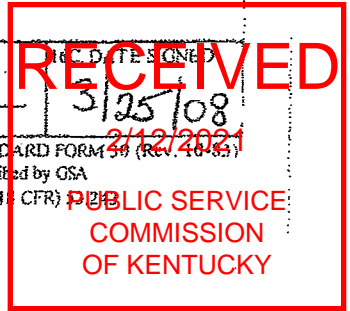
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: bowmans081148
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as herein from 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):
Stephanie A. Bowman
Contracting Officer

15B. CONTRACTOR/OFFEROR: [Signature]
15C. DATE SIGNED: 3/24/08
16B. UNITED STATES OF AMERICA
BY: [Signature]
(Signature of Contracting Officer)

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 34 (REV. 10-02) Prescribed by GSA FAR (48 CFR)



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00015**A. The purpose of this modification is to incorporate the following documents and revisions to the contract:**

1. Incorporate Department of the Army Deed of Easement for Waste Water System Located On Fort Knox Military Reservation Hardin County, Kentucky, Easement No. DACA27-2-06-267 dated 25 April 2006, attached hereto.

2. Incorporate Supplemental Agreement No. 1 to Department of the Army Deed of Easement for Waste Water System Located On Fort Knox Military Reservation Hardin County, Kentucky, Easement No. DACA27-2-06-267, dated 17 January 2008, for adding an additional 200' x 200' area to the easement premises, attached hereto.

3. Revise definition of service area in Section C, Description/Specification/Work Statement, Paragraph C.4 as follows with changes underlined. A revised Section C incorporating this change is attached hereto.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the Fort Knox Waste Water and Storm Water Privatization Boundary Map dated 6 February 2008. Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

4. Revise definition of service area in Attachment J.32, U.S. Army Fort Knox Wastewater and Storm Water Systems, Paragraph J32.8 as follows with changes underlined.

J32.8 Service Area

IAW Clause C.4, Service Area, the service area is defined as the Fort Knox Waste Water and Storm Water Privatization Boundary Map dated 6 February 2008. Fort Knox has a total area of approximately 170 square miles. The northern boundary of the installation is the Ohio River and the town of Cupio. On the east, the installation extends to Beech Grove and Lebanon Junction. The south is bounded by highway 313 and Radcliff, while the western boundary is Rock Haven and Red Hill.

B. Any previous Fort Knox Waste Water and Storm Water Utility System maps or map references are hereby replaced in their entirety with the Fort Knox Waste Water and Storm Water Privatization Boundary Map dated 6 February 2008 attached hereto and incorporated into the contract by this modification.

C. The contract price remains unchanged at \$10,744,108.00.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Attachments

1. Department of the Army Deed of Easement for Waste Water System Located On Fort Knox Military Reservation Hardin County, Kentucky, Easement No. DACA27-2-06-267 dated 25 April 2006
2. Supplemental Agreement No. 1 to Department of the Army Deed of Easement for Waste Water System Located On Fort Knox Military Reservation Hardin County, Kentucky, Easement No. DACA27-2-06-267, dated 17 January 2008
3. Section C, Description/Specification/Work Statement
4. Fort Knox Waste Water and Storm Water Privatization Boundary Map dated 6 February 2008



**SUPPLEMENTAL AGREEMENT NO. 1 TO
DEPARTMENT OF THE ARMY
EASEMENT NO. DACA27-2-06-267
FORT KNOX MILITARY RESERVATION
HARDIN COUNTY, KENTUCKY**

THIS SUPPLEMENTAL AGREEMENT NO. 1 granted by the Secretary of the Army, hereafter called the Government, to the **HARDIN COUNTY WATER DISTRICT #1**, hereinafter referred to as the grantee, **WITNESSETH THAT:**

WHEREAS, on the 25th day of April 2006, the Government granted Easement No. DACA27-2-06-267 for the construction, operation, maintenance, repair or replacement of a waste water utility system located on Fort Knox Military Reservation, Kentucky, for a term of fifty (50) years, beginning 30 September 2004 and ending 29 September 2054; and

WHEREAS, it has been requested by the grantee to add an additional area to the facilities; and,

WHEREAS, it has been determined that the continued use is in the best interest of the Government; and

NOW THEREFORE, Easement No. DACA27-2-06-267 is hereby amended in the following particulars, but in no others:

a. That an additional 200' x 200' area be added to the facilities as described in Exhibit D, attached hereto and made a part of, for the purpose of constructing an equipment storage building.

This Easement is not subject to Title 10, United States Code, Section 2662.

THAT ALL OTHER TERMS and conditions of the said easement shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

RECEIVED


2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT NO. 1
TO EASEMENT NO. DACA27-2-06-267


IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 17th day of January, 2008.

DEPARTMENT OF THE ARMY

Acting

MICHAEL G. BARTER
Chief, Real Estate Division
Louisville District, Corps of Engineers
Louisville, Kentucky

The above Supplemental Agreement No. 1, together with all the conditions and provisions thereof, is hereby accepted this 16th day of January, 2008.

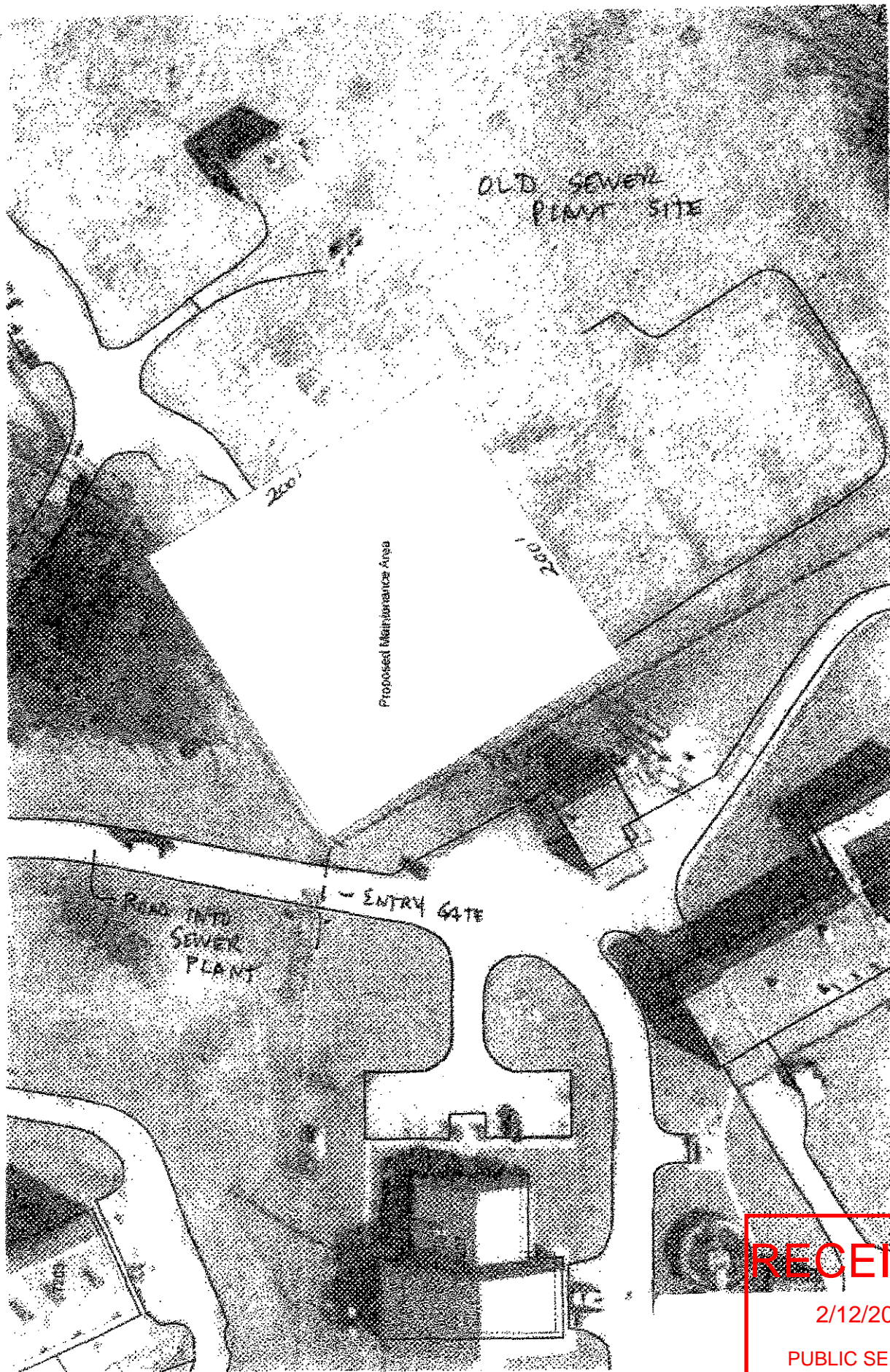
HARDIN COUNTY WATER DISTRICT No. 1


Chairman, Board of Commissioners

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY



OLD SEWER
PLANT SITE

Proposed Maintenance Area

220'

200'

ENTRY GATE

ROAD INTO
SEWER
PLANT

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY
EXHIBIT **D**

EASEMENT NO. DACA27-2-06-267

DEPARTMENT OF THE ARMY
DEED OF EASEMENT FOR WASTE WATER SYSTEM
LOCATED ON
FORT KNOX MILITARY RESERVATION
HARDIN COUNTY, KENTUCKY

THE SECRETARY OF THE ARMY, under and by the virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, having found that the granting of this easement is not incompatible with the public interest, and will not substantially injure the interests of the United States, hereby grants to Hardin County Water District #1, 1400 Rogersville Road, Radcliff, KY 40160, hereinafter referred to as the Grantee, an easement thirty feet (30') wide for the underground waste water collection system, and five feet (5') wide outside the fence around the perimeter of the treatment plant and lift stations, in accordance with utility contract with Fort Knox Military Reservation, KY, attached as Exhibit "A", for the construction, operation, maintenance, repair or replacement of the waste water utility system, including all right, title and interest in and to all appurtenances located thereon, hereinafter referred to as the facilities, over, across, in, and upon lands of the United States as identified in Exhibits "B" and "C", Waste Water Utility Maps and Inventory, will be updated annually between the parties, hereinafter referred to as the premises, and which are attached hereto and made a part of.

THIS EASEMENT is granted subject to the following general conditions:

1. TERM

This easement is granted for a term of fifty (50) years, beginning 30 September 2004, and ending 29 September 2054.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation, and maintenance of these facilities for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

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



4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE INSTALLATION COMMANDER

The construction, operation, maintenance, repair or replacement of said facilities, shall be performed according to the terms of the Utility Contract attached as Exhibit "A" and subject to the approval of the Installation Commander, Fort Knox, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the reasonable satisfaction of said officer in accordance to the Contract. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time in accordance with the terms of Exhibit "A".

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located, including, but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made thereof by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer, with such condition or election by said officer not to be deemed unreasonable or unduly burdensome.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account there against the United States or any officer, agent, or employee thereof, unless otherwise provided in the Contract.

11. TRANSFERS AND ASSIGNMENTS

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

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them. The Grantee, to the extent it may lawfully do so, shall hold the United States harmless from any and all such claims resulting from the negligent or intentional act of the Grantee.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

14. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation subject to the terms of the Contract.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

FORT KNOX MILITARY RESERVATION, KY
EASEMENT NO. DACA27-2-06-267

15. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

16. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

17. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local government agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

18. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

19. NON-DISCRIMINATION

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C 2000d); the Age Discrimination Act of 1975 (42 U.S.C 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. 794); and all requirements imposed

by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

20. RESTORATION

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

21. DISCLAIMER

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

22. NON-TRANSFERABLE RIGHTS

Conditions 5, 8, 9, 10, 12, 14, 15, and 20 are non-transferable rights and benefits accruing to the United States. In the event of disposal of the United States' underlying ~~too~~ ^{fee} these rights and conditions will not transfer with the land.

fee
mbf

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

FORT KNOX MILITARY RESERVATION, KY
EASEMENT NO. DACA27-2-06-267

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

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 25th day of APRIL, 2006.

Michael G. Barter
MICHAEL G. BARTER
Chief, Real Estate Division
Louisville District, Corps of Engineers
Louisville, Kentucky

ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

SS

COUNTY OF JEFFERSON

BEFORE me a Notary Public in and for the County of Jefferson, personally appeared Michael G. Barter to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal this 25th day of April, 2006.

CB Owen
Notary Public

My Commission Expires: September 26, 2009



FORT KNOX MILITARY RESERVATION, KY
EASEMENT NO. DACA27-2-06-267

THIS EASEMENT is also executed by the grantee this 20th day of April
2006.

HARDIN COUNTY WATER DISTRICT No. 1

NAME: [Signature]

TITLE: Chairman, Board of Commissioners

ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

SS

COUNTY OF HARDIN

BEFORE me a Notary Public in and for the County of Hardin, William J. Rissel personally appeared April 20th, 2006, to me known to be the identical person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the said instrument in the capacity therein stated for the purpose therein expressed as the act and deed of the United States of America.

GIVEN under my hand and seal this 20th day of April, 2006.

[Signature]
Notary Public

My Commission Expires: Oct. 30, 2008



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** of **8**

2. AMENDMENT/MODIFICATION NO.: **P00016**
 3. EFFECTIVE DATE: **31-Mar-2008**
 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE**
 5. PROJECT NO. (if applicable):

6. ISSUED BY: **DIRECTORATE OF CONTRACTING
SFGA SR RM
BLDG 1100B STE 250
100 6TH AVE
FORT KNOX KY 40121-5720** CODE: **W9124D**
 7. ADMINISTERED BY (if other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
**HARDIN COUNTY WATER DISTRICT 1
100 ROGERSVILLE RD
RADCLIFF KY 40160-9343**

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO.: **W9124D-05-C-0017**
 10B. DATED (SEE ITEM 13):
 X **30-Sep-2004**

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 Offer is extended, is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **Far 52.243-1, Changes - Fixed Price, Alt 1**
 D. OTHER (Specify type of modification and authority)

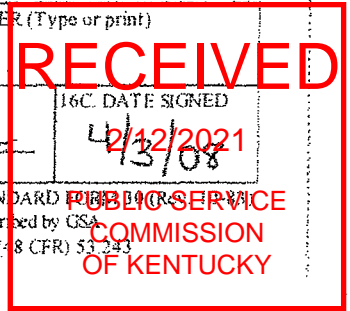
E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **bowmans081298**
OPERATION OF WASTEWATER AND STORMWATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

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): **JAMES BRUCE - GENERAL MANAGER**
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Stephanie A. Bowman Contracting Officer**
 15B. CONTRACTOR/OFFEROR: *[Signature]*
 15C. DATE SIGNED: **4/2/08**
 16B. UNITED STATES OF AMERICA
 BY: *[Signature]*
 (Signature of Contracting Officer)
 16C. DATE SIGNED: **4/13/08**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 36-105-04 STANDARD FORM 30-105-04 Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00016

A. The purpose of this modification is to add Contract Line Item Number (CLIN) 0011, Sewer System Infrastructure in Support of Training Requirements Arbitration Panel (TRAP) Relocatable Barracks and Office Facilities per Sanitary Sewer Improvements Gravity Line, Trap Project, Fort Knox, Kentucky Drawing Dated March 2008, in the amount of \$153,477.45 to the contract. Completion time for CLIN 0011 is April 25, 2008.

B. FY 08 funding (ACRN AG) for CLIN 0011 is added as follows:

AG: 21820200000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165

C. Based on paragraph A. above, the total price of year 3 of the contract is increased by \$153,477.45, from \$2,927,110.00 to \$3,080,587.45.

D. Based on paragraph A. above, the total price of the contract is increased by \$153,477.45, from \$10,744,108.00 to \$10,897,585.45.

Attachment

Sanitary Sewer Improvements Gravity Line, Trap Project, Fort Knox, Kentucky Drawing Dated March 2008

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 3 (1 Jul 07 - 30 Jun 08)				
PURCHASE REQUEST NUMBER: W22PES-7136-7036					
					NET AMT
					\$0.00
ACRN AF CIN: W22PES713670360008					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 07 - 31 Aug 07	2	Months	\$213,659.00	\$427,318.00
					NET AMT
					\$427,318.00
ACRN AF CIN: W22PES713670360008AA					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Sep 07 - 30 Jun 08	10	Months	\$209,406.00	\$2,094,060.00
					NET AMT
					\$2,094,060.00
ACRN AF CIN: W22PES713670360008AB					\$0.00

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		12	Months	\$33,811.00	\$405,732.00
	Monthly Charge to Provide Storm Water Utility Service, Ft. Knox, KY in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Jul 07 - 30 Jun 08				

PURCHASE REQUEST NUMBER: W22PES-7136-7036

NET AMT \$405,732.00

ACRN AF \$0.00
CIN: W22PES713670360009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010				\$0.00	
	Funding - Year 3 (1 Jul 07 - 30 Jun 08)				

PURCHASE REQUEST NUMBER: W22PES-7136-7036

NET AMT \$0.00

ACRN AF \$2,927,110.00
CIN: W22PES713670360010

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011		1	Lot	\$153,477.45	\$153,477.45

Sewer System Infrastructure in Support of Training Requirements
Arbitration Panel (TRAP) Relocatable Battacks and Office Facilities
per Sanitary Sewer Improvements Gravity Line, TRAP Project,
Fort Knox, Kentucky Drawing Dated March 2008

PURCHASE REQUEST NUMBER: W22PES-8084-8040

NET AMT \$153,477.45

ACRN AG \$153,477.45
CIN: W22PES808480400011

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165
AMOUNT: \$2,927,110.00

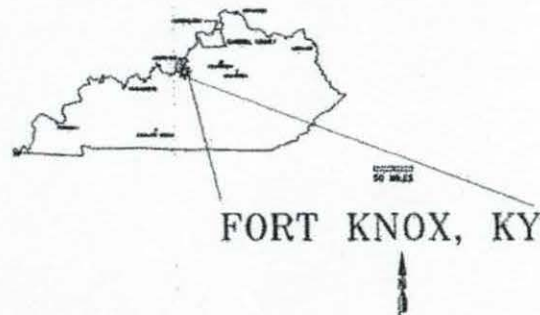
AG: 218202000000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165
AMOUNT: \$153,477.45
CIN W22PES808480400011: \$153,477.45

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

HARDIN COUNTY WATER DISTRICT #1
TRAPP PROJECT
SANITARY SEWER IMPROVEMENTS
FORT KNOX, KENTUCKY



PREPARED FOR:
HARDIN COUNTY WATER DISTRICT #1
1400 ROGERSVILLE ROAD
RADCLIFF, KENTUCKY
TEL. NO. 1-270-351-3222

MARCH 2008



ERH, INC.
ENVIROTECH, INC.
386 WALLER AVE. SUITE 231
LEXINGTON, KENTUCKY 40504
(606) 276-4111

RECEIVED

2/18/2021

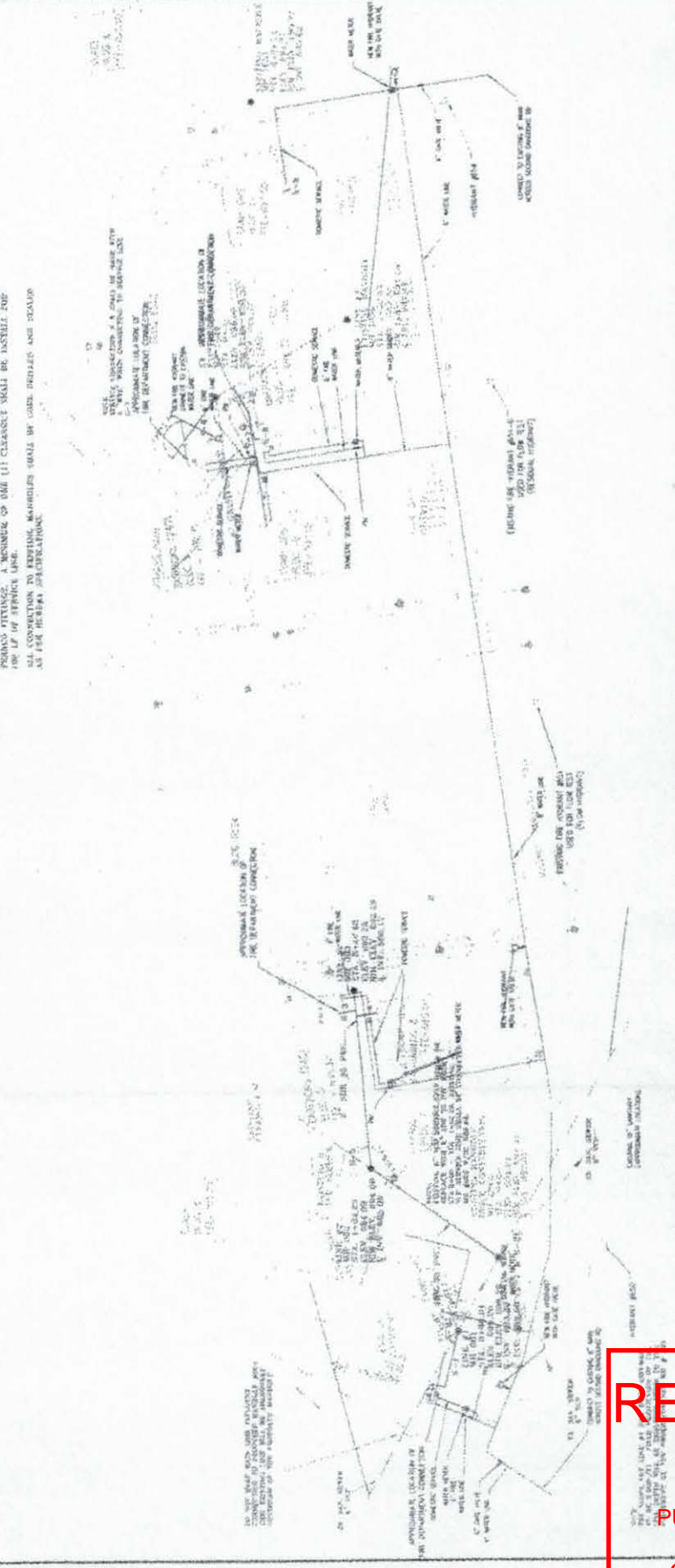
PUBLIC SERVICE
COMMISSION
OF KENTUCKY



STANDARD AREA NOTES:
 DO NOT SCALE DRAWING.
 EXISTING CONDITIONS AS SHOWN ON THIS DRAWING SHALL BE MAINTAINED UNLESS OTHERWISE INDICATED.
 DIMENSIONS AND CONDITIONS AT 1/4" = 1' SHALL BE MAINTAINED.
 ALL DIMENSIONS AND CONDITIONS ARE TO BE FIELD CHECKED PRIOR TO CONSTRUCTION.
 ALL UNDERGROUND UTILITIES SHALL BE LOCATED BY ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.
 ALL CITY AND TOWN ORDINANCES AND REGULATIONS SHALL BE COMPLIED WITH.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
 ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

NO STATES ARE INTENDED TO BE MAINTAINED.
 ALL CITY AND TOWN ORDINANCES AND REGULATIONS SHALL BE COMPLIED WITH.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.
 ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

LINE #	START TO END	SIZE	AMOUNT	CURRENT
1-1	10+00 TO 10+25	18" x 18" AN	150	150
2-1	10+25 TO 10+50	18" x 18" AN	150	150
3-1	10+50 TO 10+75	18" x 18" AN	150	150
4-1	10+75 TO 11+00	18" x 18" AN	150	150
5-1	11+00 TO 11+25	18" x 18" AN	150	150
6-1	11+25 TO 11+50	18" x 18" AN	150	150
7-1	11+50 TO 11+75	18" x 18" AN	150	150
8-1	11+75 TO 12+00	18" x 18" AN	150	150
9-1	12+00 TO 12+25	18" x 18" AN	150	150
10-1	12+25 TO 12+50	18" x 18" AN	150	150



DATE	REVISION	BY	DATE	APP.	REVISION	DATE	APP.	REVISION	DATE	APP.

ASSIGNED DESIGNED BY: ENVIROTECH, INC. DATE:	APPROVED BY: DATE:
	PROJECT: DATE:

PROJECT: DATE:	PROJECT: DATE:
PROJECT: DATE:	PROJECT: DATE:

PROJECT: DATE:	PROJECT: DATE:
PROJECT: DATE:	PROJECT: DATE:

SANITARY SEWER IMPROVEMENTS

GRAVITY LINE

TRAPP PROJECT

FORT KNOX, KENTUCKY

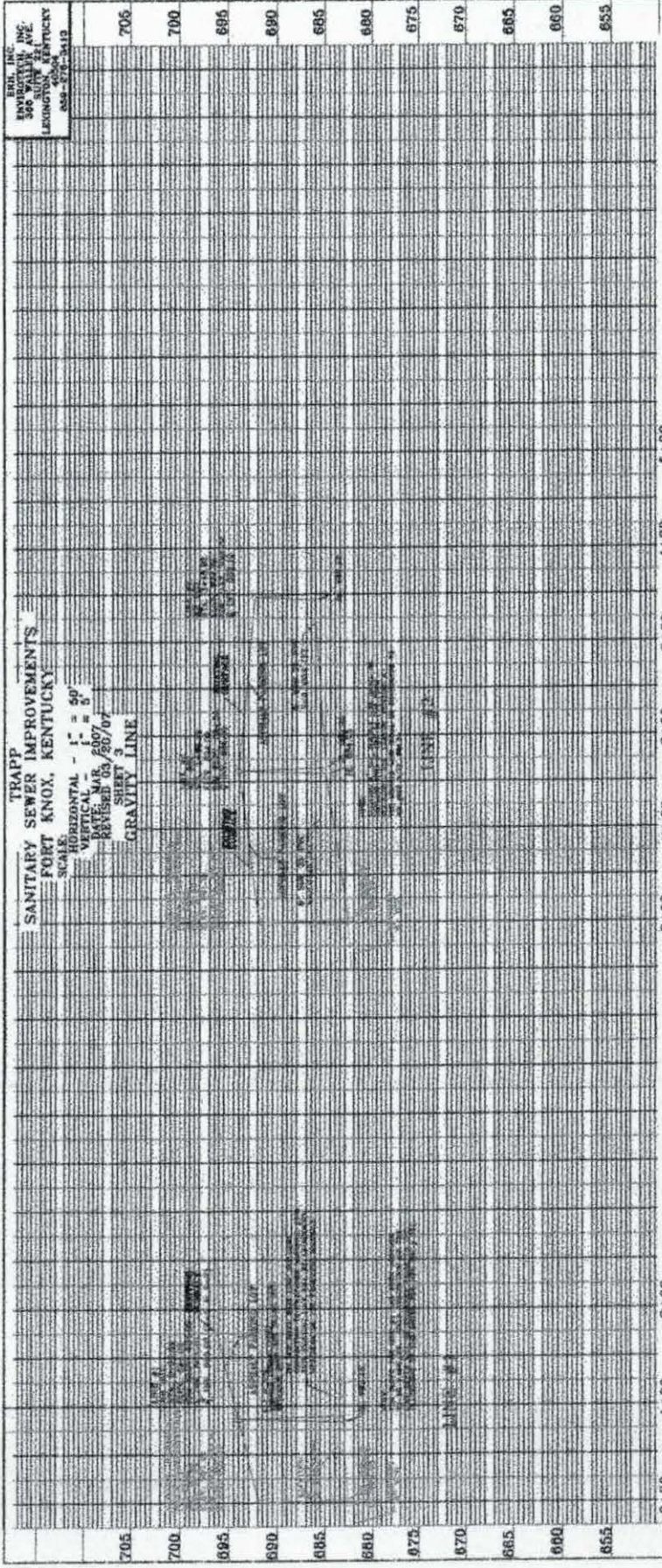
SHEET NO. 2
SCALE 1" = 40'



ERL, INC.
 500 WALLIN AVE.
 SUITE 201
 LEONINGTON, KY 40324
 502-278-3419

TRAPP
 SANITARY SEWER IMPROVEMENTS
 FORT KNOX, KENTUCKY

SCALE
 HORIZONTAL - 1" = 80'
 VERTICAL - 1" = 8'
 DATE: MAR. 2007
 REVISED 03/26/07
 SHEET 3
 GRAVITY LINE



DO NOT SCALE DRAWINGS.
 USE CHECK MEASUREMENTS ONLY. IF YOU CHECK, VERIFY AND DOCUMENT CURRENT DIMENSIONS WITH THE EXISTING. CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE.
 THIS DRAWING IS A PRELIMINARY DESIGN. IT IS TO BE FIELD CHECKED PRIOR TO CONSTRUCTION.
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.
 THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT MANUAL.
 THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.
 THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE PROJECT MANUAL.
 NO STRENS ARE PERMITTED IN MANHOLES.
 ALL PIPES INSTALLED ON THE PROJECT SHALL BE PER PFC DESIGN NOTER.
 CONTRACTOR SHALL CONFORM TO THE SPECIFICATIONS OF INDIAN COUNTY WATER DISTRICT #1 FOR ALL WORK ASSOCIATED WITH THIS PROJECT.
 ALL SERVICE CONNECTIONS MADE TO EXISTING GRAVITY SEWER LINE SHALL USE 18" DIA. PIPES.
 ALL SERVICE CONNECTIONS MADE TO ONE (1) EXISTING GRAVITY SEWER LINE SHALL BE INSTALLED 100' APART AT SERVICE LINE.

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

SHEET 3



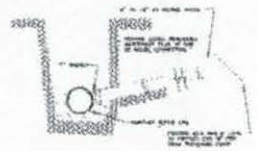
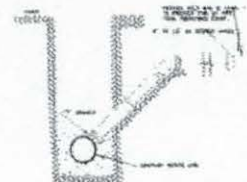
PIPE LINED WITH 1/2" ASPHALT TAPE



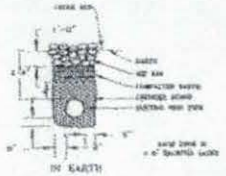
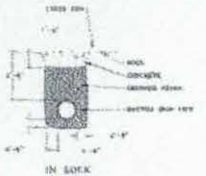
PIPE LAIN IN EARTH TRENCH



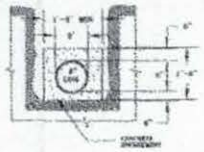
BITUMINOUS SURFACING 3" AND OVER
BITUMINOUS SURFACING LESS THAN 3"



LATERAL FOR DEEP MAIN SEWER IN EARTH
LATERAL FOR SHALLOW MAIN SEWER IN EARTH OR ROCK

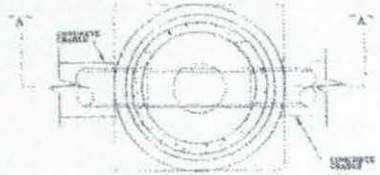


STREAM CROSSING DETAIL

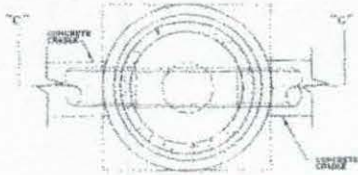


WATER LINE CROSSING DETAIL

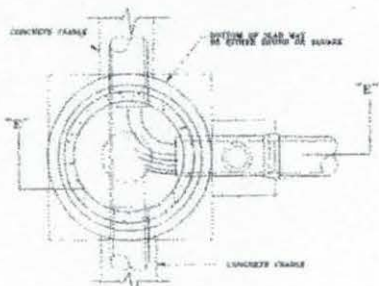
PAVEMENT REPLACEMENT FOR TRENCHES



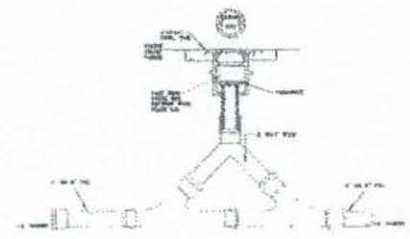
SECTION B-B



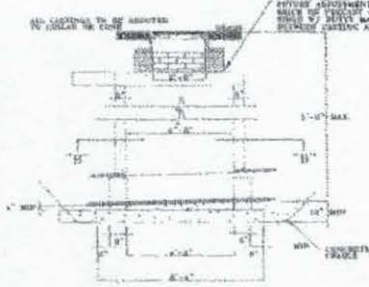
SECTION D-D



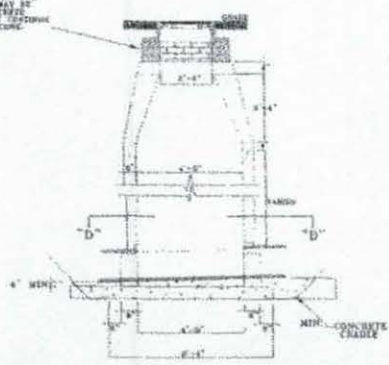
SECTION F-F



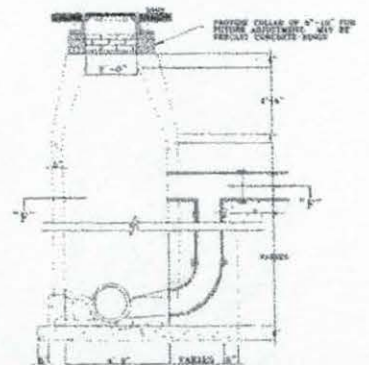
EXTERIOR CLEANOUT



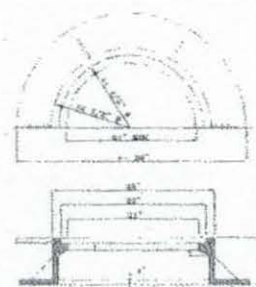
SECTION A-A SHALLOW MANHOLE



SECTION C-C STANDARD MANHOLE



SECTION E-E DROP MANHOLE



MANHOLE FRAME



COVER

MANHOLE FRAME AND COVER

REVISIONS	BY DATE APP	DESIGNED/CHKD	JOB NO.	SANITARY SEWER REHABILITATION	SHEET NO.
REVISED 2-WAY CLEANOUT DETAIL	DEM 5/08 ERH	ERH, INC.			
ADDED PAVEMENT BACKFILL DETAIL	DEM 5/08 ERH	ENVIROTECH, INC.		STANDARD DETAIL SHEET	4
		360 WALLER AVENUE, SUITE 224		TRAP	
		LEXINGTON, KENTUCKY 40504		FORT KNOX, KENTUCKY	SCALE
		859-276-3413	DATE		AS SHOWN
			MAR. 2008		

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **6**

2. AMENDMENT/MODIFICATION NO.: **P00017** 3. EFFECTIVE DATE: **04-Apr-2008** 4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE 5. PROJECT NO. (If applicable):

6. ISSUED BY: DIRECTORATE OF CONTRACTING, SFCR SR KN, BLDG 11088 STE 250, 199 8TH AVE, FORT KNOX KY 40121-5720. CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT 1, 1400 ROGERSVILLE RD, RADCLIFF KY 40160-9343** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X W9124D-05-C-0017** 10B. DATED (SEE ITEM 13): **X 30-Sep-2004**

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 offer is extended, is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-1, Changes - Fixed Price, Alt 1**
 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.)
 Modification Control Number: **bowmans081375**
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY

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): **JAMES BRUCE - GENERAL MANAGER** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **Stephanie A. Bowman Contracting Officer**
 15B. CONTRACTOR OFFEROR: **James Bruce** (Signature of person authorized to sign) 15C. DATE SIGNED: **4/8/08** 16B. UNITED STATES OF AMERICA BY: **Stephanie A. Bowman** (Signature of Contracting Officer) 16C. DATE SIGNED: **2/12/2021** **4/14/08**



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00017

A. The purpose of this modification is to increase Contract Line Item Number (CLIN) 0011, Sewer System Infrastructure in Support of Training Requirements Arbitration Panel (TRAP) Relocatable Barracks and Office Facilities, by \$3,024.00, from \$153,477.45 to \$156,501.45 for overtime costs for 5-6 Apr 08.

B. FY 08 funding (ACRN AG) for CLIN 0011 is increased by \$3,024.00, from \$153,477.45 to \$156,501.45.

C. Based on paragraph A. above, the total price of year 3 of the contract is increased by \$3,024.00, from \$3,080,587.45 to \$3,083,611.45.

D. Based on paragraph A. above, the total price of the contract is increased by \$3,024.00, from \$10,897,585.45 to \$10,900,609.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 3 (1 Jul 07 - 30 Jun 08)				
PURCHASE REQUEST NUMBER: W22PES-7136-7036					

NET AMT \$0.00

ACRN AF \$0.00
CIN: W22PES713670360008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 07 - 31 Aug 07	2	Months	\$213,659.00	\$427,318.00

NET AMT \$427,318.00

ACRN AF \$0.00
CIN: W22PES713670360008AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008AB	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Sep 07 - 30 Jun 08	10	Months	\$209,406.00	\$2,094,060.00

NET AMT \$2,094,060.00

ACRN AF \$0.00
CIN: W22PES713670360008AB



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Monthly Charge to Provide Storm Water Utility Service, Ft. Knox, KY in accordance with Section C, Descriptions, Specifications, and Work Statement for period 1 Jul 07 - 30 Jun 08	12	Months	\$33,811.00	\$405,732.00

PURCHASE REQUEST NUMBER: W22PES-7136-7036

NET AMT \$405,732.00

ACRN AF \$0.00
CIN: W22PES713670360009

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Funding - Year 3 (1 Jul 07 - 30 Jun 08)			\$0.00	

PURCHASE REQUEST NUMBER: W22PES-7136-7036

NET AMT \$0.00

ACRN AF \$2,927,110.00
CIN: W22PES713670360010



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Sewer System Infrastructure in Support of Training Requirements Arbitration Panel (TRAP) Relocatable Barracks and Office Facilities per Sanitary Sewer Improvements Gravity Line, TRAP Project, Fort Knox, Kentucky Drawing Dated March 2008	1	Lot	\$156,501.45	\$156,501.45

PURCHASE REQUEST NUMBER: W22PES-8084-8040

NET AMT \$156,501.45

ACRN AG \$156,501.45
CIN: W22PES808480400011



ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165
AMOUNT: \$2,927,110.00
CIN W22PES713670360010: \$2,927,110.00

AG: 218202000000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165
AMOUNT: \$156,501.45
CIN W22PES808480400011: \$156,501.45

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00018				J	1 5
3. EFFECTIVE DATE 01-Jun-2008		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY CODE WB124D DIRECTORATE OF CONTRACTING SFCA SR KM BLDG 1100B STE 250 199 6TH AVE FORT KNOX KY 40121-6720		7. ADMINISTERED BY (If other than Item 6) CODE See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-0303				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. WB124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO., AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1, Changes, Fixed Price, Alt 1					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans081920 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>James S. Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 27-JUN-08	16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)		16C. DATE SIGNED 27 Jun 08 2/12/2021

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-88)
Prescribed by GSA
FAR 48 CFR 101-11.6

RECEIVED
PUBLIC SERVICE COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00018

A. The purpose of this modification is to establish Contract Line Item Numbers (CLINs) and subCLINs for Year 4 (1 Jul 08 – 30 Jun 09) of the contract as follows:

0012	Waste Water Utility System, Ft. Knox, KY 50 Year Contract – Year 4 (1 Jul 08 – 30 Jun 09)	
0012AA	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul – 30 Sep 08	
	3 months @ 209,406.00/month	\$628,218.00
0013	Storm Water Utility System, Ft. Knox, KY 50 Year Contract – Year 4 (1 Jul 08 – 30 Jun 09)	
0013AA	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul – 30 Sep 08	
	3 months @ \$33,811.00/month	\$101,433.00
0014	Funding – Year 4 (1 Jul 08 – 30 Jun 09)	
0014AA	Funding – Year 4 (1 Jul – 30 Sep 08)	\$729,651.00

B. FY 08 funding in the amount of \$729,651.00 for period 1 Jul – 30 Sep 08 is added to the contract under subCLIN 0014AA as follows:

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165

C. As a result of this modification, the total contract price is increased by \$729,651.00, from \$10,900,609.45 to \$11,630,260.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)				
PURCHASE REQUEST NUMBER: W22PES-8179-8050					

NET AMT	\$0.00
---------	--------

ACRN AH	\$0.00
CIN: W22PES817980500012	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	Monthly Charge to Provide WasteWater Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul - 30 Sep 08	3		\$209,406.00	\$628,218.00
PURCHASE REQUEST NUMBER: W22PES-8179-8050					

NET AMT	\$628,218.00
---------	--------------

ACRN AH	\$0.00
CIN: W22PES817980500012AA	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Storm Water Utility System, Ft. Knox, KY 50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)				
	PURCHASE REQUEST NUMBER: W22PES-8179-8050				

NET AMT \$0.00

ACRN AH \$0.00
CIN: W22PES817980500013

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013AA	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul - 30 Sep 08	3	Months	\$33,811.00	\$101,433.00
	PURCHASE REQUEST NUMBER: W22PES-8179-8050				

NET AMT \$101,433.00

ACRN AH \$0.00
CIN: W22PES817980500013AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Funding - Year 4 (1 Jul 08 - 30 Jun 09)				
	PURCHASE REQUEST NUMBER: W22PES-8179-8050				

NET AMT \$0.00

ACRN AH \$0.00
CIN: W22PES817980500014



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014AA	Funding - Year 4 (1 Jul - 30 Sep 08)				
	PURCHASE REQUEST NUMBER: W22PES-8179-8050				
				NET AMT	\$0.00
	ACRN AH				\$729,651.00
	CIN: W22PES817980500014AA				

ACCOUNTING AND APPROPRIATION DATA

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165
AMOUNT: \$729,651.00
CIN W22PES817980500014AA: \$729,651.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	I. CONTRACT ID CODE J	PAGE OF PAGES 1 4
--	---------------------------------	--------------------------------------

2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE 23-Jul-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY CODE W9124D DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	7. ADMINISTERED BY (If other than item 6) CODE See Item 6
---	--

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/> 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	<input checked="" type="checkbox"/> 10B. DATED (SEE ITEM 13) 30-Sep-2004

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 offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: **bowmans082062**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY

(continued)

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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@USARMY.MIL
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY <u><i>Stephanie A. Bowman</i></u> (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 27/2/2021 28-Jul-2008



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00019

A. The purpose of this modification is to establish monthly charges to provide waste water and storm water utility service for Year 4 (1 Jul 08 – 30 Jun 09) as follows. Sub Contract Line Item Numbers (subCLINs) 0012AA and 0013AA previously incorporated by modification P00018 are deleted in their entirety. Monthly prices are annotated under CLIN 0012 for waste water services and under CLIN 0013 for storm water services. Hardin County Water District #1 (HCWD#1) submitted notice of intent to file tariff charge/rate change to the Executive Director, Kentucky Public Service Commission on July 17, 2008.

0012	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 08 – 30 Jun 09	
	3 months (1 Jul – 30 Sep 08) @ \$209,406.00/month	\$628,218.00
	9 months (1 Oct 08 – 30 Jun 09) @ \$223,958.00/month	\$2,015,622.00
0013	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 08 – 30 Jun 09	
	3 months (1 Jul – 30 Sep 08) @ \$33,811.00/month	\$101,433.00
	9 months (1 Oct 08 – 30 Jun 09) @ \$40,545.00/month	\$364,905.00
0014	Funding – Year 4 (1 Jul 08 – 30 Jun 09)	\$3,110,178.00

B. FY 08 funding subCLIN 0014AA previously incorporated by modification P00018 in the amount of \$729,651.00 is deleted in its entirety. Total FY08 funding for Year 4 (1 Jul 08 – 30 Jun 09) in the amount of \$3,110,178.00 is added to the contract under CLIN 0014 as follows:

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165

C. As a result of this modification, the total contract price is increased by \$2,380,527.00, from \$11,630,260.45 to \$14,010,787.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		2,643,840	Dollars, U.S.	\$1.00	\$2,643,840.00

Waste Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$209,406.00/month
9 months (1 Oct 08 - 30 Jun 09) @ \$223,958.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT	\$2,643,840.00
---------	----------------

ACRN AH	\$0.00
CIN: W22PES817980500012	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		466,338	Dollars, U.S.	\$1.00	\$466,338.00

Storm Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$33,811.00/month
9 months (1 Oct - 30 Jun 09) @ \$40,545.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT	\$466,338.00
---------	--------------

ACRN AH	\$0.00
CIN: W22PES817980500013	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Funding - Year 4 (1 Jul 08 - 30 Jun 09)			\$0.00	\$0.00

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$0.00

ACRN AH \$3,110,178.00
CIN: W22PES817980500014

ACCOUNTING AND APPROPRIATION DATA

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165
AMOUNT: \$3,110,178.00
CIN W22PES817980500014: \$3,110,178.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 5	
2. AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 26-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)		
6. ISSUED BY DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 159 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE					
II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each (telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
III. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt I, Changes - Fixed Price						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans082699 OPERATION OF THE WASTEWATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY						

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) JAMES BRULE - GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer
15B. CONTRACTOR/OFFEROR <i>James Brule</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9/29/08	16C. DATE SIGNED 9/30/08
15D. DATE SIGNED 2/12/2021	16D. DATE SIGNED 9/30/08



EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 707
Prescribed by GSA
FAR (48 CFR) 53.245

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00020

A. Contract Line Item Numbers (CLINs) for projects identified in the Annual Capital Upgrades and Renewals and Replacements Plan are hereby added to contract as follows. Work shall be performed in accordance with Hardin County Water District #1's (HCWD#1) Standard Wastewater System Design Guidelines dated April 2006.

1. CLIN 0015, Replacement of Approximately 7,800 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines with Polyvinyl Chloride Pipe for the Infantry Brigade Combat Team (IBCT) Facilities in the amount of \$2,410,000.00.
2. CLIN 0016, Rehabilitation of Approximately 2,647 Feet of 8" Main Sewer Line and Rehabilitation of 24 Manholes to Correct Inflow/Infiltration Problems at Godman Army Airfield in the amount of \$270,000.00.

B. Final negotiated prices for these two projects are subject to the Kentucky Public Service Commission (PSC) review and approval process.

C. FY 08 funding (ACRN AJ) for CLINs 0015 and 0016 is added in the amount of \$2,680,000.00 as follows:

AJ: 218202000000B4B4AH13519700C47252G2ETPZ2W22PES81798050TPZ22E 012165

D. Based on paragraph A. above, the total price of Year 4 of the contract is increased by \$2,680,000.00, from \$3,110,178.00 to \$5,790,178.00.

E. Based on paragraph A. above, the total price of the contract is increased by \$2,680,000.00, from \$14,010,787.45 to \$16,690,787.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		2,643,840	Dollars, U.S.	\$1.00	\$2,643,840.00

Waste Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$209,406.00/month
9 months (1 Oct 08 - 30 Jun 09) @ \$223,958.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$2,643,840.00

ACRN AH \$0.00
CIN: W22PES817980500012

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		466,338	Dollars, U.S.	\$1.00	\$466,338.00

Storm Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$33,811.00/month
9 months (1 Oct - 30 Jun 09) @ \$40,545.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$466,338.00

ACRN AH \$0.00
CIN: W22PES817980500013

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Funding - Year 4 (1 Jul 08 - 30 Jun 09)			\$0.00	\$0.00
PURCHASE REQUEST NUMBER: W22PES-8179-8050					

NET AMT \$0.00

ACRN AH \$3,110,178.00
CIN: W22PES817980500014

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Replacement of Approximately 7,800 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines with Polyvinyl Chloride Pipe for Infantry Brigade Combat Team (IBCT) Facilities	2,410,000	Dollars, U.S.	\$1.00	\$2,410,000.00
PURCHASE REQUEST NUMBER: W22PES-8179-8050					

NET AMT \$2,410,000.00

ACRN AJ \$2,410,000.00
CIN: W22PES817980500015

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		270,000	Dollars, U.S.	\$1.00	\$270,000.00
	Rehabilitation of Approximately 2,647 Feet of 8" Main Sewer Line and Rehabilitation of 24 Manholes to Correct Inflow/Infiltration Problems at Godman Army Airfield				
	PURCHASE REQUEST NUMBER: W22PES-8179-8050				
				NET AMT	\$270,000.00
	ACRN AJ				\$270,000.00
	CIN: W22PES817980500018				

ACCOUNTING AND APPROPRIATION DATA

AII: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165
AMOUNT: \$3,110,178.00
CIN W22PES817980500014: \$3,110,178.00

AJ: 218202000000B4B4AH13519700C47252G2ETPZ2W22PES81798050TPZ22E012165
AMOUNT: \$2,680,000.00
CIN W22PES817980500015: \$2,410,000.00
CIN W22PES817980500016: \$270,000.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **14**

2. AMENDMENT/MODIFICATION NO.: **P00021** 3. EFFECTIVE DATE: **18-Feb-2009** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO.(if applicable)

6. ISSUED BY: **MHC CENTER - FT KNOX**
 BLDG 1100B STE 250
 1886TH AVE
 FORT KNOX KY 40121-6720
 CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6): **DIRECTORATE OF CONTRACTING**
 SFCA SR IN
 BLDG 1100B STE 250
 1886TH AVE
 FORT KNOX KY 40121-6720
 CODE: **W9124D**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT**
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-8943
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO.: **W9124D-05-C-0017**
 10B. DATED (SEE ITEM 13)
 X **30-Sep-2004**

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 offer is extended, is not extended.
 Offer 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 13, 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-1 Alt 1 Changes - Fixed Price**
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return **2** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **bowmans091029**
OPERATION OF THE WATER/WATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY

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

15A. NAME AND TITLE OF SIGNER (Type or print) **HCWD1**
JAMES BRUCE - GENERAL MANAGER
 15B. CONTRACTOR/OFFEROR
 Signature of person authorized to sign: *James Bruce*
 15C. DATE SIGNED: **3-4-09**
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Stephanie A. Bowman
 Contracting Officer EMAIL
 16B. UNITED STATES OF AMERICA
 BY: *Stephanie A. Bowman*
 Signature of Contracting Officer
 16C. DATE SIGNED: **3/12/2009**
 16D. DATE SIGNED

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04

STANDARD FORM 30 (Rev. 10-81)
 Prescribed by GSA
 FAR (48 CFR) 53.243
RECEIVED
PUBLIC SERVICE COMMISSION OF KENTUCKY

services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC’s or the Indian tribe’s written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov/>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why

not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov/>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.



(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

C. Section C, paragraph C.11.2.4 entitled "Annual Capital Upgrades and Renewals and Replacements Plan" is revised to change submission date of Annual Capital Upgrades and Renewals and Replacements Plan to February 1 each year. Revision is underlined below and a revised Section C is attached hereto and incorporated into the contract by this modification.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements. The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

D. Submittals listing is revised to change the submission date for the Annual Upgrades and Renewals and Replacements Plan to read Feb 1 XX. A revised Submittals listing is attached hereto and incorporated into the contract by this modification.

E. The following projects identified in the Annual Capital Upgrades and Renewals and Replacements Plan are hereby added to Contract Line Item Number (CLIN) 0015 at no additional cost. Work shall be performed in accordance with Hardin County Water District #1's (HCWD#1) Standard Wastewater System Design Guidelines dated April 2006.

1. Rehabilitation of Approximately 8,000 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines and Rehabilitation of Approximately 63 Manholes for the IBCT Facilities (Phase III Project).
2. Replacement of Approximately 4,026 Feet of Vitrified Clay Pipe Main Sewer Lines with 10" Polyvinyl Chloride Pipe and 12 Manholes from the City of Muldraugh.
3. Replacement of Approximately 2,461 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines with 18" Polyvinyl Chloride Pipe and 8 Manholes at Eisenhower & 7th Avenue for the Human Resource Center (HRC) Facilities.

F. CLIN 0017 for projects identified in the Annual Capital Upgrades and Renewals and Replacements Plan is hereby added to the contract in the amount of \$795,000.00 as follows. Work shall be performed in accordance with Hardin County Water District #1's (HCWD#1) Standard Wastewater System Design Guidelines dated April 2006.

1. Repair and Sealing of Approximately 6,100 Lineal Feet of Sanitary Sewer Pipe and Replacement of 13 Deteriorated Block/Brick Manholes at Brooks Field.
2. Relocation of Approximately 750 Feet of 6" and 8" Sanitary Sewer Pipe and Installation of 1 Manhole at the Powers Performing Arts Center.

G. Final negotiated prices for these projects are subject to the Kentucky Public Service Commission (PSC) review and approval process.

H. FY 09 funding (ACRN AK) for CLIN 0017 is added in the amount of \$795,000.00 as follows:

AK: 21920200000B4B4AH131079J2A46252G2ETPY1W22PES90209007TPY12E012165

I. Based on paragraph F. above, the total price of Year 4 of the contract is increased by \$795,000.00, from \$5,790,178.00 to \$6,585,178.00.

J. Based on paragraph F. above, the total price of the contract is increased by \$795,000.00, from \$16,690,787.45 to \$17,485,787.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Attachments

1. Privatization of the Wastewater and Storm Water Utility Systems at Fort Knox Army Installation, Kentucky Subcontracting Plan dated September 30, 2008.
2. Section C, Description/Specifications/Work Statement
3. Submittals List

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		2,643,840	Dollars, U.S.	\$1.00	\$2,643,840.00

Waste Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$209,406.00/month
9 months (1 Oct 08 - 30 Jun 09) @ \$223,958.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT	\$2,643,840.00
---------	----------------

ACRN AH	\$0.00
CIN: W22PES817980500012	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013		466,338	Dollars, U.S.	\$1.00	\$466,338.00

Storm Water Utility System, Ft. Knox, KY
50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)

3 months (1 Jul - 30 Sep 08) @ \$33,811.00/month
9 months (1 Oct - 30 Jun 09) @ \$40,545.00/month

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT	\$466,338.00
---------	--------------

ACRN AH	\$0.00
CIN: W22PES817980500013	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014				\$0.00	\$0.00

Funding - Year 4 (1 Jul 08 - 30 Jun 09)

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$0.00

ACRN AH \$3,110,178.00
 CIN: W22PES817980500014

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015		2,410,000	Dollars, U.S.	\$1.00	\$2,410,000.00

Replacement of Approximately 7,800 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines with Polyvinyl Chloride Pipe for Infantry Brigade Combat Team (IBCT) Facilities.

Rehabilitation of Approximately 8,000 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines and Rehabilitation of Approximately 63 Manholes for the IBCT Facilities (Phase III Project).

Replacement of Approximately 4,026 Feet of Vitrified Clay Pipe Main Sewer Lines with 10" Polyvinyl Chloride Pipe and 12 Manholes from the City of Muldraugh.

Replacement of Approximately 2,461 Feet of Various Sizes of Vitrified Clay Pipe Main Sewer Lines with 18" Polyvinyl Chloride Pipe and 8 Manholes at Eisenhower & 7th Avenue for the Human Resource Center (HRC) Facilities.

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$2,410,000.00

ACRN AJ \$2,410,000.00
 CIN: W22PES817980500015



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		270,000	Dollars, U.S.	\$1.00	\$270,000.00

Rehabilitation of Approximately 2,647 Feet of 8" Main Sewer Line and Rehabilitation of 24 Manholes to Correct Inflow/Infiltration Problems at Godman Army Airfield

PURCHASE REQUEST NUMBER: W22PES-8179-8050

NET AMT \$270,000.00

ACRN AJ \$270,000.00
CIN: W22PES817980500016

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017		795,000	Dollars, U.S.	\$1.00	\$795,000.00

Repair and Sealing of Approximately 6,100 Lineal Feet of Sanitary Sewer Pipe and Replacement of 13 Deteriorated Block/Brick Manholes at Brooks Field

Relocation of Approximately 750 Feet of 6" and 8" Sanitary Sewer Pipe and Installation of 1 Manhole at the Powers Performing Arts Center

PURCHASE REQUEST NUMBER: W22PES-9020-9007

NET AMT \$795,000.00

ACRN AK \$795,000.00
CIN: W22PES902090070017

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165
AMOUNT: \$3,110,178.00
CIN W22PES817980500014: \$3,110,178.00

AJ: 218202000000B4B4AH13519700C47252G2ETPZ2W22PES81798050TPZ22E012165
AMOUNT: \$2,680,000.00
CIN W22PES817980500015: \$2,410,000.00
CIN W22PES817980500016: \$270,000.00

AK: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES90209007TPY12E012165
AMOUNT: \$795,000.00
CIN W22PES902090070017: \$795,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SUBMITTALS

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
C.8	Project Mgr	Written	After award and upon change	As required	Contracting Officer (1)
C.5.2.5	List of Personnel	Written	After award and upon change	As required	Contracting Officer (1)
C.8	Service Request Submission Procedure	Written	After Award	Upon Change	Contracting Officer Rep (1)
C.11.2.4	Annual Capital Upgrades & Renewals and Replacements Plan	Written	1 Feb XX	Annual	Contracting Officer (1)/ Contracting Officer Rep (1)
	Initial Capital Upgrades/Annual Repair & Replacement/ Future Capital Status Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Monthly Operating Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Discharge Monitoring Report (DMR) Wastewater Overflow And Discharge Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Storm Water Maintenance Reports and Repairs	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Wastewater Outage Report	Written	30 th day of following Month	Monthly	Contracting Officer Rep (1)
	Preventive Maintenance Plant and Collection System Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Influent and Effluent Metal Analysis	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Maintenance Repair Reports	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Work Order Response Report	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Chronic Toxicity Analysis (Biomonitoring) and Report	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
	Storm Water Compliance Reports	Written	30 th day after end of quarter	Quarterly	Contracting Officer Rep (1)
C.10.9	Chemical Spills/Releases	Written	5 days after occurrence	As required	Contracting Officer Rep (1)
	EPA/State Inspection Reports and Surveys	Written		As required	Contracting Officer Rep (1)
C.10.3	NEPA Document	Written		As required	Contracting Officer Rep (1)
	OSHA Safety Inspections	Written		As required	Contracting Officer Rep (1)
	Notices of Violation	Written		As required	Contracting Officer Rep (1)
	EPA/State Correspondence Regarding Legal Actions	Written		As required	Contracting Officer Rep (1)
	Drawings and System Changes or	Written		As required	Contracting Officer Rep (1)

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

<u>TASK PARA</u>	<u>TITLE</u>	<u>REQUIRED FORMAT</u>	<u>DUE DATE</u>	<u>FREQUENCY</u>	<u>DISTRIBUTION & NO. OF COPIES</u>
	Installation Status Report	Written	1 May XX	Annual	Contracting Officer Rep (1)
C.14.1	Sewage Releases	Telephonically/ Written	4 hours after occurrence	As required	DPW FOMD Plants Branch, DPW EMD, State of KY, Other Regulatory Agencies
C.14.2	Mechanical/ Equipment Failures	Telephonically/ Written	4 hours after discovery	As required	DPW FOMD Plants Branch, DPW EMD

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

The Contractor shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.



C.3 Requirement

C.3.1 Utility Service Requirement

The Contractor shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. The Contractor shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that The Contractor will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.



C.3.4 Energy and Water Efficiency and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to use its best efforts to ensure that the Contractor's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by The Contractor. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through The Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

The Contractor may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

The Contractor shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. The Contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement, which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt 1, *Changes - Fixed Price*.



C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, the Contractor will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

The Contractor shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to The Contractor on a reimbursable basis. The Contractor shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by The Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, the Contractor shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.5.2.2 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. The Contractor shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of the Contractor's vehicles shall be readily identifiable. Identification shall include displaying the Contractor's name in a clear and unobstructed location on the vehicle. The Contractor may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

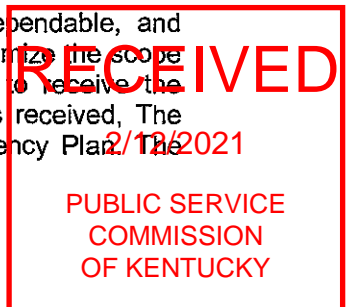
Prior to operating two-way, portable, or landmobile devices on the installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. The Contractor shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. The Contractor shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, The Contractor shall respond in accordance with their Service Interruption/Contingency Plan 2/18/2021



Contractor shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, The Contractor shall meet or exceed said standards. The Contractor shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, The Contractor shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

The Contractor shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to the Contractor. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

The Contractor shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government will provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

The Contractor shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process.



C.9.6 Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

The Contractor shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. The Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

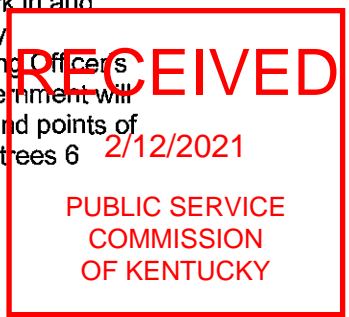
The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership; as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6



inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to

RECEIVED

2/12/2021

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

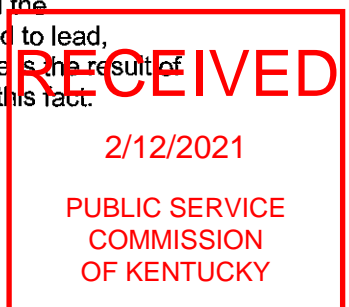
Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.



C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD and the Contracting Officer's Representative (COR), within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD and the COR to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD and the COR as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD and the COR prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD and the COR.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW



EMD, and the COR immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, Installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

C.11 Upgrades and Renewals and Replacements

C.11.1 General

The Contractor shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by the Contractor on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

The Contractor shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

The Contractor shall propose an Operational Transition Plan describing the Contractor's plan for the transfer of the utility systems from the Government to the Contractor. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as



proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by the Contractor. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	2
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE 19-May-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MIGC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE	W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt 1, Changes - Fixed Price					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans091614 OPERATION OF THE WASTEWATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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) JAMES BRUCE - GENERAL MANAGER, HCD			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)			15C. DATE SIGNED 6/3/09		16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)
					16C. DATE SIGNED 6/3/09

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00022

- A. The following addition is made to Section C, Description/Specification/Work Statement. A revised Section C incorporating said changes is attached hereto and incorporated by this modification.

C.14 Contractor Required Notifications**C.14.1 Sewage Releases**

The contractor shall notify Fort Knox Officials within 4 hours of ceasing, and containing a discharge, overflow, or unintended release into the environment for any release that will also require notification to any regulatory agency. Initial Fort Knox notification shall be made by phone with written follow-up by electronic mail within 2 work days (Monday through Friday) stating parties notified and course of action taken to abate the spill. Phone contact shall be made as follows: During duty hours – DPW Facilities Operations and Maintenance Division (FOMD) Plants Branch, (502) 624-5252 and DPW EMD, (502) 624-3629 and after duty hours, weekends, and holidays – Night Emergency, (502) 624-1171 and Installation Operations Center (IOC), (502) 624-2707).

C.14.2 Equipment Failures

The contractor shall notify Fort Knox Officials within 4 hours after discovering failures of any equipment, which unless repaired or replaced, will result in release of sewage into the environment, cause an exceedance of a discharge permit parameter, or violate paragraph C.10, Environmental Compliance. (Required contract points: During duty hours – DPW Facilities Operations and Maintenance Division (FOMD) Plants Branch, (502) 624-5252 and DPW EMD, (502) 624-3629 and after duty hours, weekends, and holidays – Night Emergency, (502) 624-1171 and Installation Operations Center (IOC), (502) 624-2707).

- B. Kentucky Pollutant Discharge Elimination System (KPDES) permit number: KY0002917, AI number: 1642, provides authorization to discharge to receiving waters named Mill Creek, Otter Creek, Salt River, and the Ohio River in accordance with effluent limitations, monitoring requirements, and other conditions set forth in Parts I, II, III, IV, and V hereof and is hereby incorporated into the contract. The permit shall become effective June 1, 2009 and shall expire at midnight, May 31, 2014.
- C. Contract price remains unchanged at \$17,485,787.45.

Attachments

1. Section C, Description/Specifications/Work Statement
2. Kentucky Pollutant Discharge Elimination System (KPDES) permit number: KY0002917, AI number: 1642

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

FAR clause 52.215-8, *Order of Precedence - Uniform Contract Format*. Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) The Schedule (excluding the specifications). (b) Representations and other instructions. (c) Contract clauses. (d) Other documents, exhibits, and attachments. (e) The specifications.

C.2 Scope and Purpose

C.2 General

The Contractor shall furnish all necessary labor, management, supervision, permits, equipment, supplies, materials, transportation, and any other incidental services required for the complete ownership, operation, maintenance, repair, upgrade, and improvement of these utility systems. The Contractor will provide these services in accordance with all terms, conditions, and special contract requirements, specifications, attachments, and drawings contained in this solicitation or incorporated by reference. This contract does not include the purchase of commodities.

C.2.2 Statutory Directive

The conveyance of the utility systems are authorized by and conducted under 10 USC § 2688. The conveyance of the utility systems is not an acquisition and therefore is not subject to the FAR and its supplements. The acquisition of utility services is an acquisition and will be governed by the FAR and its supplements.

C.2.3 Utility Service Providers

The Contractor shall assume ownership of Government utility system(s) identified herein and provide related utility service(s). This includes, but is not limited to, the obligation to ensure adequate and dependable utility service(s) to all facilities and equipment served.

Services provided shall comply with all applicable federal, state, and local laws and regulations, as they may be amended from time to time, including those requirements relating to health, safety and the environment. The Contractor shall modify its service practice as necessary to accomplish such compliance.

If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services as applicable*.

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific attachments. Each utility-specific attachment provides details specific to each Installation utility system and requirement. Upon contract award(s), the appropriate attachments will be incorporated into the contract and the others will be removed.

C.2.5 Current Service Arrangement

The utility-specific attachments (Section J) describe the current service arrangement for each utility service and define specific requirements.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

The Contractor shall provide reliable and dependable utility service to each Government or tenant connection within the service area (see C.4, *Service Area*) 24 hours each and every day. The Contractor shall be responsible for providing capital investments and all other resources required to own, maintain, and operate its utility system(s) in a safe and reliable condition and to meet all the requirements listed herein.

This contract does not include the purchase of commodities.

The Contractor shall obtain and maintain current any and all licenses, permits, or certifications necessary to own, maintain, and operate its utility system(s). Access to its utility systems will be as specified in paragraph C.6, *Access to the Utility System*.

C.3.2 Performance Standards

Unless otherwise provided for in this contract, the Contractor shall perform its required service(s) in accordance with industry-standard construction, operations, maintenance, management, environmental, safety and other relevant standards, that apply to similarly situated utility service customers whose service characteristics are comparable to the service characteristics of the Installation.

The Contractor shall comply with all applicable Federal, state and local laws/regulations and installation specific requirements, as defined in the utility-specific attachments (Section J), in performing its duties under the contract(s). The Contractor shall identify and incorporate standards and specifications not established by this statement of work in the Operations and Maintenance Plan, Section C.12, *Operations and Maintenance*. The Contractor shall modify its service practices as applicable when applicable Federal, state, or local laws/regulations are changed or new ones are enacted.

C.3.3 Metering

The Contractor shall be responsible for reading, maintaining, and calibrating all meters on the utility system(s), including those additional meters identified in the utility-specific attachments (Section J42) to be installed by the Contractor. Those additional meters shall be installed within the transition period defined in paragraph C.13, *Operational Transition Plan*. The Government will identify in Section J42 any meters on the systems that The Contractor will not be required to read, maintain and calibrate.

All costs for providing, installing, reading, reporting, and maintaining the meters shall be the responsibility of the Contractor. Calibration of meters shall be in accordance with the manufacturer's recommendations and any applicable regulations that govern meter calibration.

Readings from each meter will be provided to the Government on a monthly basis. Meter reading reports shall be submitted to the recipient identified in the utility-specific attachments (Section J42).

C.3.3.1 Future Meters

The Contractor shall provide, install, read, maintain, and calibrate meters requested by the Government for any purpose throughout the contract period. Installation of and responsibility for future meters (not on the systems at the time of conveyance or identified for installation as part of the service contract) may constitute reasonable cause for a service charge adjustment. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price*.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.3.4 Energy and Water Efficiency and Conservation

The Contractor shall strive to provide energy- and water-efficient systems. The Government has an established program for conducting and implementing energy- and water-saving and conservation projects to reduce utility usage and costs. Some of these have resulted in the Government entering into long-term financing arrangements with non-government entities. The utility-specific attachments (Section J42) identify any such energy- and water-savings projects that are currently in place for the specific utility system.

The Contractor agrees to use its best efforts to ensure that the Contractor's actions will not negatively impact these projects. Additionally, the Government reserves the right to enter into any future energy- and water-savings projects with the goal of reducing Government costs. The Contractor will facilitate the implementation of any such future energy- and water-savings projects.

Government will provide natural gas, electricity and water required to operate wastewater system and Contractor is encouraged to propose projects to the Government that will increase the overall efficiency of the utility system. These three commodities (natural gas, electricity, water) will be metered to determine usage and any savings realized by efficiency measures implemented by The Contractor. Efficiency projects shall be proposed to the Government in accordance with paragraph C.11, *Upgrades and Renewals and Replacements*. The Government may consider cost-savings sharing and incentives either through service charge adjustments or lump-sum payments. Service charge adjustments resulting from future efficiency projects will be handled in accordance with paragraph G.3, *Service Charge Adjustment*.

C.3.5 Energy/Water Commodity Supply

Electric, natural gas, and water commodity supply is not included in this contract. The Government retains the right to procure or supply electricity, and/or natural gas, and/or water that will be transported on the system(s) covered by this contract from any lawful source. The successful Contractor(s) may or may not be the supplier(s) of the commodity procured by the Government. The Government or Government Commodity Contractor will retain ownership of all commodities transported and distributed through The Contractor-owned systems. The Contractor shall, however, own wastewater from the point of demarcation, defined in the Easement, until final discharge.

C.4 Service Area

The service area is defined as all areas within the Government installation boundaries and any other facilities and property boundaries under the control of the Installation as defined in the utility-specific attachments (Section J42). Within the service area and upon the Government's request, the Contractor shall provide utility service to all existing and new customers and service connections. At any time, the Administrative Contracting Officer may designate any location within the service area where utility service under this contract shall commence or be discontinued, subject to the requirements of the Easement. Any service charge adjustment as a result of these actions will be in accordance with FAR 52.243-1 Alt I, *Changes - Fixed Price* or FAR 52.241-7 *Changes in Rates or Terms and Conditions of Service for Regulated Services* whichever may be applicable.

C.4.1 Temporary Connections

The Contractor shall extend temporary service to the Government or other contractors performing construction projects or other work on the Installation when requested by the Administrative Contracting Officer.

The Administrative Contracting Officer will identify the party responsible for reimbursing the Contractor for temporary connections or utility usage. The Administrative Contracting Officer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer



Expected duration of the connection

Description of the connection, including route and type of material

C.4.2 Use of Distribution Systems to Serve Areas Outside the Installation Service Area

The Contractor may use the utility infrastructure on the Installation to serve or benefit areas or customers outside the service area(s) only with concurrence of the Government. Compensation to the Government will be negotiated.

C.4.3 Joint Use

C.4.3.1 Government Use:

The Government may have property and equipment installed on or attached to poles, conduits, pipes, ductbanks, towers, buildings and other portions of the utility systems to be transferred. The Government reserves the right to continue to use the property to be transferred for this purpose, to enter on the transferred property to maintain, repair, operate, upgrade and replace its property and equipment, and to install new property and equipment, all at no cost to itself.

C.4.3.2 Commercial Use:

The Contractor shall enter into joint use agreements with the installation's telephone company, cable television company, and other service providers in accordance with applicable law and regulation. The Contractor shall permit joint use by other commercial service providers at no cost until the Government's current agreements with such providers expire.

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the utility-specific attachments (Section J42). Prior to the transfer of title, such facilities shall continue to be owned by the Government. Transfer of title shall be accomplished by Easement. The Easement shall provide the complete list of all assets to be sold. Contractor is responsible for maintenance of all facilities/equipment/assets transferred under this easement.

An example of the Easement is provided in Section J (Attachment J42). The parties shall prepare and execute such additional documents as may be necessary to implement the ownership transfer.

C.5.1.2 Tools, Vehicles, and Equipment

Unless listed in the final Easement, government-owned tools, vehicles, and equipment used for system operations and maintenance that are not a physical part of the utility systems will remain the property of the Government.

C.5.1.3 Placement of Utility System

The Contractor shall comply with requests from the Installation regarding the placement of new or renewal utility systems either overhead or underground. Requests for placement which differ from normal utility practice, may be compensable under FAR 52.243-1 Alt I, *Changes - Fixed Price*.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.5.1.4 Contractor Facilities

Unless otherwise provided for in this contract, the Contractor will be permitted to locate offices, maintenance shops, and materials storage/staging areas on post, on property provided by the Government. The Contractor, at its expense, shall acquire, furnish, install, and operate and maintain all these facilities if required to provide the utility service(s) hereunder. The Contractor shall have title to all facilities it builds and equipment it installs under this contract, except as otherwise specifically provided.

The Contractor shall be responsible for acquiring all utilities, janitorial services, building maintenance, and ground maintenance for these facilities. The Government may, if its capabilities permit, consent to provide certain of these services to The Contractor on a reimbursable basis. The Contractor shall be responsible for maintaining sole use roads leading to its facilities. The Government will maintain roads utilized jointly by Contractor and Government personnel.

New construction or remodeling existing facilities shall comply with the Fort Knox's architectural standards and be fully coordinated with the installation prior to beginning construction.

C.5.1.5 Record Drawings

The Contractor shall maintain record drawings for all existing and new facilities installed by The Contractor within the service area. Upon reasonable request and with reasonable notice, the Government may use and copy such drawings. The Contractor shall provide available drawings to the Government in the form of CAD-CAM disks using the latest release software compatible with Government systems at no cost to the Government. Contractor shall provide updates concerning installation of new facilities to Government Geographical Information System (GIS) within ninety (90) days after installation.

C.5.1.6 Disposition of Removed or Salvaged Materials

The removal and disposition of facilities and materials that are not used and useful for the purpose of providing utility service(s) shall be the responsibility of the Contractor. The Contractor shall notify the Administrative Contracting Officer when removing hazardous substances in accordance with paragraph H.7, *Hazardous Substances*.

C.5.2 Employees

The Contractor shall not employ any person for work on this contract if such person is identified to the Contractor as a potential threat to the health, safety, security, general well being, or operational mission of the Installation or population.

Where reading, understanding and discussing environmental, health and safety warnings are an integral part of a contract employee's duties, that employee shall be able to understand, read, write, and speak the English language. All employees that interface with customers shall be able to speak and understand the English language.

C.5.2.1 Personnel Appearance and Identification

The Contractor's personnel shall present a neat appearance and be readily recognized as Contractor employees.

If required by the Installation, the Contractor shall ensure each employee obtains from Security Forces an identification card that shall include at a minimum the employee's name, photograph, and Contractor's name. Each Contractor employee shall follow established Installation procedures for displaying their identification card while within the boundaries of the Installation.



C.5.2.2 Employee Certification

The Contractor shall ensure that employees meet all applicable federal, state, and local certification, licensing, and health and safety requirements to perform all assigned tasks and functions as defined in this contract.

C.5.2.3 National Agency Check

The Contractor shall provide sufficient information to obtain complete and favorable National Agency Check (NAC) investigations for its employees for unescorted entrance into restricted areas on base. Normal access to the installation shall be in accordance with paragraph C.6, *Access to the Utility System*. The Contractor shall justify to the Installation Security Forces requests for NAC on Contractor employees requiring unescorted entry into restricted areas. Final approval for unescorted entry into restricted areas rests with the Installation Commander.

C.5.2.4 Controlled Access Areas

The Contractor shall apply for personnel security clearances required for performance after the contract is awarded. Personnel requiring access to secured areas or restricted areas under the control of the Installation shall comply with applicable regulations.

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security manager and provided to the Administrative Contracting Officer and Contracting Officer's Representative at the contract start date. The Contractor shall provide updated lists upon change of employees and subcontractors.

C.5.3 Contractor Vehicles

All of the Contractor's vehicles shall be readily identifiable. Identification shall include displaying the Contractor's name in a clear and unobstructed location on the vehicle. The Contractor may register vehicles with Installation Provost Marshall Office, building 204, and obtain post vehicle stickers good for one year. The stickers will be renewable at the end of each year.

C.5.4 Contractor Radios

Prior to operating two-way, portable, or landmobile devices on the installation, the Contractor shall obtain approval of the Installation Communication Group by requesting an available clear frequency. The Contractor shall follow all installation procedures for operating radios on the installation IAW DFARS 252.235-7003, *Frequency Authorization*. The Contractor shall furnish their own radio equipment.

C.6 Access to the Utility System

Access to the installation and the utility systems shall be in accordance with the Easement, Section J 42.

C.7 Response to Service Interruptions and Contingencies

The Contractor shall employ sound utility practices to ensure continuous, dependable, and reliable utility service is provided to the Installation 24 hours each day and to minimize the scope and length of any service disruption. The Contractor shall ensure it is able to receive the Installation's Service Requests 24 hours a day, every day. Once a request is received, The Contractor shall respond in accordance with their Service Interruption/Contingency Plan.

RECEIVED
2/18/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Contractor shall establish and adhere to standards for responding to service requests and service interruptions. The standards shall distinguish between different categories (routine, emergency) of service requests and service interruptions and, identify response times for each category. In the event that installation specific minimum standards and/or response times are established in Section J, The Contractor shall meet or exceed said standards. The Contractor shall incorporate the Standards and operational plans for meeting the standards in a Service Interruption/Contingency Plan. The Service Interruption/Contingency Plan will be incorporated in the contract at time of award.

In the event the Installation has an Emergency Restoration Plan that prioritizes service restoration, The Contractor shall adhere to the priority list established by the plan.

C.8 Repair Response Notification Procedures

The Contractor shall provide to the Government clearly defined procedures by which installation personnel can submit service requests to the Contractor. The Government will be responsible for disseminating such procedures within the Installation. The Contractor shall provide to the Administrative Contracting Officer the name of the local Project Manager or other responsible person and an alternate with after-hours contacts' telephone numbers.

C.9 Coordination of Work

C.9.1 Routine Work

Routine work, such as the scheduled repair, replacement, or removal of system components that require service interruption, shall be coordinated with the Contracting Officer's Representative at least 2 weeks prior to commencing work unless mutually agreed to otherwise to ensure minimal impact to the mission and operations. The Contractor and Government shall each provide a single point of contact for coordination.

C.9.2 Service Requests

The Contractor shall record all service request calls, documenting the time of the call, time of service response, cause of request, and action taken (including time and date completed). Such records shall be retained for 2 years and may be reviewed by the Administrative Contracting Officer upon reasonable request and with reasonable notice.

If the request affects building operations, the Contractor shall coordinate all work with the person responsible for the building or facility. The Government will provide the Contractor with a list of Government representatives and the buildings or facilities for which they are responsible.

Emergency service requests submitted to the Contractor, or emergencies identified by the Contractor, shall be reported immediately to the Contracting Officer's Representative.

C.9.3 Connections and Disconnections

The Contractor shall coordinate any connections or disconnections with the Contracting Officer's Representative and notify Kentucky Division of Water prior to installation of new connections.

C.9.4 Scheduled Utility Service Interruptions

The Installation reserves the right to require the Contractor to postpone work requiring service interruption if such interruption might adversely affect the Installation's missions and operations. If an interruption is postponed, the parties shall coordinate a mutually acceptable alternate time for the scheduled service interruption.

C.9.5 Excavation Permits

The Contractor shall adhere to the Installation's excavation permit process.



C.9.6 Underground Utility Location

At the request of the Installation, the Contractor shall be responsible for locating underground utility system components in support of the Installation's excavation permit process. Requests for line location shall be responded to within three working days of the request and shall be at no additional cost to the Government.

C.9.7 Coordination Meetings

The Contractor shall be available for meetings as required by the Administrative Contracting Officer.

C.9.8 Exercises and Crisis Situations Requiring Utility Support

The Contractor shall respond to installation emergency and crisis situations (i.e., hostage situations, bomb threats, etc.) and related exercises that require utility support. The Contractor shall respond to these events as soon as possible after notification. The Contractor shall advise and assist the on-scene commander until the event is terminated.

C.10 Environmental Compliance

The Contractor shall operate in full compliance with applicable Federal, State, local, and Installation environmental regulations and programs. This shall include, but not be limited to, the provisions of Superfund Reauthorization and Recovery Act (SARA), Emergency Planning and the Community Right-to-Know Act (EPCRA) (48 CFR 1, 11, 23, and 52); Executive Order (EO) 12856; Endangered Species Act; Federal Facilities Compliance Act; Resource Conservation and Recovery Act (RCRA); 40 CFR, Parts 1-799; Title 401 KAR, Chapters 4 through 65; 36 CFR 800 and the National Historic Preservation Act; the Clean Water Act, the National Pollutant Discharge Elimination System (NPDES), 401 Kentucky Administrative Regulations (KAR) 5:001 through 5:080 and Kentucky Revised Statutes (KRS) 224.70 - 120, KRS 224 Chapter 13, and the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and Army Regulation (AR) 200-5; the provisions of the National Electrical Code (NEC) and the Environmental Protection Agency (EPA) Regulations on Polychlorinated Biphenyls (PCBs) (40 CFR Part 761).

C.10.1 Permit Compliance

The Contractor and Fort Knox, jointly as co-permittees, shall be the party of record for all environmental permits related to operating the systems. The Contractor shall be responsible for obtaining any new or revised permits needed to operate and maintain the utility systems. The Government will remain the party of record and retain responsibility for any applicable permits prior to the transfer of ownership, as defined by paragraph C.13, *Operational Transition Plan*, and for those permits that are not transferable.

C.10.2 Work in Environmentally Sensitive Areas

The Contractor shall comply with the Installation procedures and standards for work in and around environmentally sensitive or contaminated property. Prior to accessing any environmentally sensitive areas, the Contractor shall coordinate with the Contracting Officer's Representative and cognizant environmental representative for the site. The Government will provide the Contractor with updated lists showing environmentally sensitive sites and points of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

inches and above at breast height shall be cut only during the period of October 15 - March 31. Prior to removal of any trees, DPW (Directorate of Public Works) Fish and Wildlife Section and Forestry Section shall be notified. Prior to any digging activities, the Post Archaeologist shall be notified. Digging may require consultation with the State Historic Preservation Office.

C.10.3 Environmental Impact Assessments

Modifications of the utility systems require an assessment of the environmental impacts and the preparation of documentation in accordance with the National Environmental Policy Act (NEPA) and AR 200-2, Environmental Effects of Army Actions. The Contractor shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document shall be coordinated with the DPW EMD (Environmental Management Division). The document shall be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, the Contractor is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. The Contractor shall provide a copy of the approved NEPA document to the Contracting Officer's Representative.

C.10.4 Pollution Prevention and Right-to-Know Information

The Contractor shall provide all information needed by the Installation to comply with the emergency planning reporting requirement of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of MSDS required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of the Pollution Prevention Act; and the toxic chemical reduction goal requirements of Section 3-302 of EO 12856.

C.10.5 Hazardous or Toxic Materials

Hazardous materials listed in the Installation Chemical Inventory maintained by the Installation Safety Office are subject to Occupational Safety and Health Administration (OSHA) Worker Right to Know Laws and hazardous waste state regulation 401 KAR Chapters 30-43. In addition, other Hazardous Materials (HAZMAT) may be encountered. Additional materials known to exist are listed in the Fort Knox Spill Contingency Plan. The Contractor shall also comply with the Installation Hazard Communication Standard Program and Hazardous Communication Policy.

C.10.6 Handling and Storage of HAZMAT

The Contractor shall adhere to all applicable requirements of the Installation Hazardous Waste Management Plan, the Installation Pest Management Plan, the Installation Environmental Controls Handbook, and of 29, 40, and 49 CFR and shall provide all materials, labor, training, transportation, and equipment for the handling and storage of HAZMAT. All Petroleum, Oil, and Lubricants (POL) Products or HAZMAT usage and storage shall be in strict compliance with all Federal, State, and local environmental laws and regulations and Installation policies. Any HAZMAT used or stored on the Installation which requires reporting or planning under SARA or EO 12856 shall be approved by the Fort Knox Environmental Coordinator prior to being brought on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA, shall be reported as required to the appropriate agencies through the Fort Knox Environmental Coordinator, and copies of all environmental reporting documents shall be promptly furnished to

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

the Fort Knox Environmental Coordinator. A Material Safety Data Sheet (MSDS) shall be maintained on site for any HAZMAT used or stored on the Installation. A list of all HAZMAT used or stored on the Installation shall be furnished to the Fort Knox Environmental Coordinator. Any permits required to execute work shall be obtained by the Contractor prior to proceeding with work.

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

Polychlorinated Biphenyls. PCBs are acutely toxic and carcinogenic compounds commonly found in electrical equipment insulating oils. Even though the manufacture of additional PCB is prohibited by law, equipment with PCB insulating liquid is still in use and special handling procedures must be employed. Upon discovery of PCB, the Contractor shall notify the Contracting Officer for further direction.

Asbestos. Asbestos, used in the production of heat resistant materials, has been classified as a HAZMAT. Insulation, wallboard, tile, vent pipe, mastic, doors, and other tangible items containing asbestos are still in use and may be encountered by the Contractor in the course of performing his duties. Upon discovery of asbestos, the Contractor shall contact the Contracting Officer for further direction.

Pesticides/Herbicides. Pesticides and herbicides have been classified as hazardous materials. Procurement, handling, transportation, storage, use, and application of pesticides and herbicides shall be in accordance with applicable EPA and OSHA regulations, including FIFRA.

Lead. Lead-based paint has been classified as a HAZMAT. Any work by the Contractor on surfaces where lead-based paint has been applied shall be performed in accordance with applicable EPA and OSHA regulations, and DA policies.

Ozone Depleting Substances (ODSs). Venting of ODSs into the atmosphere is in violation of Public Law. At no time shall the Contractor knowingly vent or release ODSs.

Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs). The Contractor shall control all CFCs and HCFCs in its control or possession and prevent their unintentional release to the atmosphere. CFC and HCFC exchange shall only be accomplished by personnel with certification to handle CFC and HCFC materials for the type of equipment requiring work (either Type I, II, III, or Universal Certification). CFC and HCFC control shall be in accordance with EPA regulations, including 40 CFR 82. In accordance with EPA regulations, the Contractor shall fill out and maintain for review by the Contracting Officer a Refrigerant Recovery and Refrigerant Usage Log for all uses and recovery of all refrigerants. The Contractor shall complete and maintain an Accidental, Unintentional Venting log sheet any time a leak is discovered and when a system loses any refrigerant during repairs. The immediate notification to the Contracting Officer is required upon a leak or accidental, unintentional venting. All leaks shall be repaired within 30 days in accordance with 40 CFR Part 82.

C.10.8 Hazardous or Toxic Exposure

As required by law, the Contractor shall notify the fire department, DPW EMD, and the Contracting Officer immediately upon discovery of air, land, or water being exposed to lead, asbestos, or other hazardous waste or substances. In the event that the exposure is the result of any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.10.9 Hazardous Material Spills

The Contractor shall respond to all Contractor caused spills involving POL on Fort Knox property in accordance with the provisions of this performance work statement, AR 200-1, the Fort Knox Contingency Plan, and the Installation Environmental Controls Handbook. EMD reviews, signs and tracks all manifest and associated paper work. The Contractor shall report all Contractor caused spills to the Fort Knox Fire Chief and the Environmental Coordinator within 30 minutes of the spill and provide a written report to the Contracting Officer within five days of the spill. The Contractor shall take immediate action after a spill to protect the soils, surface, and groundwater at Fort Knox. The Contractor shall ensure proper handling of spilled materials, until disposition, in accordance with the Federal and State laws. The Fort Knox Environmental Coordinator will determine what actions are required to clean-up or mitigate any contamination resulting from a release. The Contractor shall remove and package contaminated material under the direction and authority of EMD. EMD will arrange for disposal/transport of the packaged contaminated material as required by Federal, State and local environmental laws and regulations.

C.10.10 Hazardous Waste

The Installation is regulated by the state as a large quantity generator of hazardous waste. The Installation operates under a Part B permit issued by the state with one EPA ID number. This is in accordance with the RCRA of EPA. All RCRA hazardous waste are defined in 40 CFR 260 and 401 KAR, Chapter 31 and are subject to the provisions of the Part B Permit. All RCRA waste generated by Hardin County on the Installation from processes, equipment, or materials shall be stored in containers approved for shipment according to 49 CFR (Department of Transportation Regulations) and disposed of in accordance with RCRA and the Environmental Management Division's Hazardous Waste Plan. All non-RCRA hazardous waste generated by the Contractor shall be disposed of by the Contractor in accordance with applicable State and Federal Standards. The Contractor shall coordinate with the Installation Environmental Hazardous Waste Manager regarding the shipment of any hazardous waste off the Installation. The Contractor shall use a licensed hazardous waste transporter to transport hazardous waste. The Contractor shall ship hazardous waste only to a permitted treatment, storage, and disposal facility.

C.10.11 Interface with Environmental Regulatory Agencies

The Contractor shall notify DPW EMD and the Contracting Officer's Representative (COR), within a reasonable amount of time, prior to any notification requirements, reports, or proof of compliance actions required by any regulatory agency occurring. This notification will permit DPW EMD and the COR to comment on or consult with the Contractor prior to submission of the correspondence to the Commonwealth. In the event of an emergency requiring immediate notification or reporting, the Contractor shall make the notification, and copy and inform DPW EMD and the COR as soon as possible thereafter. For reporting permit required parameters or tests which may result in exceeding a discharge limitation or other permit standard, the Contractor shall consult with and inform DPW EMD and the COR prior to completing the reporting. Should the Contractor find that it is obligated by regulation or other applicable standard to proceed with the reporting in the way it intends, it shall do so. The Contractor is responsible for making this final determination. All permit applications, copies of all information required of the Contractor by regulatory agencies, Notice of Violations (NOVs), or other correspondence sent to or received by regulatory agencies shall be copied to DPW EMD and the COR.

In the case of material which the DPW EMD has base wide reporting and tracking responsibilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EMD, and the COR immediately upon discovery of a release of those materials into the environment and DPW EMD will notify the Commonwealth of the occurrence.

C.10.12 Environmental Regulatory Compliance

The Contractor shall comply with AR 40-5, AR 200-1, AR 200-2, and with all Federal, State, and local laws, regulations, Installation plans, and the EMD Handbook regarding pollution prevention, clean air, clean water, toxic substances control, resource conservation and recovery, and other environmental matters.

All environmental protection matters shall be coordinated with the Contracting Officer and the Installation Environmental Coordinator. The Contractor shall fully utilize the installation Hazmat Center and shall comply with all Hazmat Center procedures. In addition, the Contractor may fully participate in the Fort Knox recycle program and may turn over all scrap and waste materials with recycle value to the Fort Knox Recycle Center.

C.10.13 Citations

Because the Government and the Contractor are co-permittees, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations must be resolved between the Government, the Contractor and the issuing office of the affected Federal, State, or local environmental agency.

Payment of fines or penalty charges associated with violations will be paid by the Government. If the citations are issued due to faulty operation or maintenance, the Contracting Officer will determine Contractor liability and deduct fines from any monies due the Contractor.

Fines or penalty charges, assessed to the Contractor, associated with citations issued by Federal, State, or local officials for faulty or negligent operation or maintenance practices by the Contractor, do not limit the Government's right to other contract action.

Contractor disagreement over the amount of deduction of fines or penalties deducted from any monies due shall be first resolved through findings and determination by the Contracting Officer. If the Contractor disagrees with the findings and determinations of the Contracting Officer, the matter shall be a dispute under the Disputes clause.

The Contractor likewise does not forfeit its right to contest and challenge any claim made by the Federal, State or local environmental agency and the Government may assist in that challenge.

C.11 Upgrades and Renewals and Replacements

C.11.1 General

The Contractor shall be responsible for accomplishing all required upgrades and renewals and replacements to maintain and operate the utility system(s) in a safe, reliable condition, and to meet the requirements of this contract.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

Initial Capital Upgrades consist of those repairs, replacement, and improvement activities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory standards or the standards typically maintained by the Contractor on its utility systems so that subsequent renewals and replacements will permit the long-term safe and reliable operation of the utility systems. All initial capital upgrades shall be listed in the first submittal of the Capital Upgrades and Renewals and Replacements Plan, as part of the offer.

C.11.2.2 Future Capital Upgrades

Future Capital Upgrades are investments in the utility systems resulting from changes in the requirements, laws or regulations. Capital upgrades may also include the implementation of new technologies.

C.11.2.3 Renewals and Replacements

Renewals and replacements are investments in the utility systems to renew or replace system components that fail or reach the end of their useful life.

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

The Contractor shall prepare and submit an Annual Capital Upgrades and Renewals and Replacements Plan that identifies capital upgrades and major renewals and replacements the Contractor intends to accomplish. The Annual Capital Upgrades and Renewals and Replacement Plan shall contain a proposed upgrade list for each of the next 5 years. The plan shall be structured as follows:

Year 1 shall include detailed upgrade information including site plans, cost estimates, upgrade schedules, an analysis of the impact of construction on installation operations and the environment, and address safety requirements.

Years 2-5 shall include upgrade lists with upgrade descriptions, order-of-magnitude estimates, and proposed site plans.

The initial Capital Upgrade and Renewals and Replacements Plan included in the proposal shall describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

The Administrative Contracting Officer will advise the Contractor of installation development plans with the potential to impact systems requirements.

The first Annual Capital Upgrades and Renewals and Replacements Plan shall be submitted no later than Feb 1 of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than Feb 1 of each year. The Plan shall be submitted to the Administrative Contracting Officer and the Contracting Officer's Representative.

C.11.2.5 Capital Upgrades

The Contractor may propose upgrades in the Annual Capital Upgrade and Renewal and Replacement Plan. The Government reserves the right to determine at its discretion, whether it will pay for any portion of proposed upgrades. Capital Upgrades required to meet legally applicable regulatory requirements that have changed during the contract term will be paid subject to the availability of funds. Approved Capital upgrades and improvements identified in the Capital Upgrades and Renewals and Replacements Plan will be paid, in accordance with Paragraphs H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2, when accomplished. The Government reserves the right to pay for any capital upgrade as a lump-sum payment rather than by amortizing the capital upgrade costs.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

C.11.2.6 Renewals and Replacements

Major renewals and replacements identified in the Capital Upgrades and Renewal and Replacement Plan will be paid in accordance with Paragraph H.9, *Accounting for Capital Upgrades/Purchase Price*, as proposed in Schedule B-2.

C.11.2.7 Requirements and Standards

The Capital Upgrades and Renewals and Replacements Plan shall include an assessment of any new or revised standards and clearly address planned system improvements or operational changes needed to comply with such standards.

C.11.2.8 Connections and Disconnections

The Capital Upgrades and Renewals and Replacements Plan shall include a list of anticipated new service connections, including a preliminary design and estimated construction costs. The Government will provide a list of new service requirements and anticipated disconnections.

C.12 Operations and Maintenance

The Contractor shall operate and maintain the systems so as to provide reliable, cost-effective, and compliant service over the term of the contract.

The utility system(s) shall be operated and maintained in accordance with all applicable federal, state, and local laws/regulations and the most current version of any base-specific requirements defined in the utility-specific attachments (Section J42). At a minimum, performance standards and/or specifications shall follow best engineering and management practices consistent with the following:

Wastewater collection system(s): The most recent edition of reference materials published by the American Water Works Association (AWWA), Water Environment Federation (WEF), American Society of Civil Engineers (ASCE), National Fire Protection Association (NFPA) and Factory Mutual Global.

Additional standards for operations and maintenance of the utility systems the Offeror proposes.

C.12.1 Quality Management Plan

The Contractor shall establish, maintain and adhere to a Quality Management Plan to ensure the provision of reliable, cost-effective and compliant service over the term of the contract.

C.13 Operational Transition Plan

The Contractor shall propose an Operational Transition Plan describing the Contractor's plan for the transfer of the utility systems from the Government to the Contractor. The Operational Transition Plan will be incorporated in the contract at time of award.

The paragraphs below constitute the minimum requirements for the Operational Transition Plan. Installation and utility-specific transition items are listed in the utility-specific attachments (Section J42).

C.13.1 Performance Start Date

The Contractor shall propose a date on which the Contractor will assume full responsibility for the utility system(s) and for providing utility service(s). The date shall be within ninety (90) days of contract award.

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new connections as

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

proposed by the Contractor. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.3 New Meter Requirements

The Operational Transition Plan shall include a plan and schedule for installing new meters, if identified in the utility-specific attachments (Section J42) or, any new meters as may be proposed by the Contractor. All new meters required by this contract shall be installed within 30 days of the start of the performance period unless otherwise agreed to by the parties. The Operational Transition Plan shall include procedures for notification of any related outages.

C.13.4 Permits and Procedures

The Government will make initial notification to state agencies regarding the termination or transfer of environmental permits and/or other items, if needed. The Operational Transition Plan shall include a plan and schedule for the transfer or acquisition of permits as required. It is essential that advanced planning occur and the Contractor initiate the acquisition of permits within 1 week after contract award.

C.13.5 Inventory and Transfer Requirements

Checklists will be the basis for the transfer of operations to the Contractor.

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all facilities and fixed equipment, to include building structures and installed equipment.

C.13.5.2 Inventory and Transfer of Non-fixed Equipment, Spare Parts, and Personal Property

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of personal property transferring from the Government to the Contractor.

C.13.5.3 Transfer of Manuals and Records

The Operational Transition Plan shall include a detailed plan, schedule, and checklist for the joint inventory of all operating manuals, record drawings, plans and specifications, maintenance records, and other such information available for each utility.

C.13.5.4 Joint Inventory

The joint inventory will be completed prior to the start of the performance period. The final Easement will be amended to reflect the results of the joint inventory.

C.13.6 Initial Meter Readings

The Operational Transition Plan shall include a description and schedule for joint meter readings for secondary meters in place prior to transition.

C.14 Contractor Required Notifications

C.14.1 Sewage Releases

The contractor shall notify Fort Knox Officials within 4 hours of ceasing, and containing a discharge, overflow, or unintended release into the environment for any release that will also require notification to any regulatory agency. Initial Fort Knox notification shall be made by phone with written follow-up by electronic mail within 2 work days (Monday through Friday), stating parties notified and course of action taken to abate the spill. Phone contact shall be made as

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

~~follows and other regulatory government agencies as required within 4 hours of ceasing and containing a discharge, overflow, or unintended release into the environment. (Required contract points: - During duty hours - DPW Facilities Operations and Maintenance Division (FOMD) Plants Branch, (502) 624-5252 and DPW EMD, (502) 624-3629 and after duty hours, weekends, and holidays - Night Emergency, (502) 624-1171 and Installation Operations Center (IOC), (502) 624-2707).~~

C.14.2 Equipment Failures

The contractor shall notify Fort Knox Officials within 4 hours after discovering failures of any equipment, which unless repaired or replaced, will result in release of sewage into the environment, cause an exceedance of a discharge permit parameter, or violate paragraph C.10, Environmental Compliance. (Required contract points: During duty hours - DPW Facilities Operations and Maintenance Division (FOMD) Plants Branch, (502) 624-5252 and DPW EMD, (502) 624-3629 and after duty hours, weekends, and holidays - Night Emergency, (502) 624-1171 and Installation Operations Center (IOC), (502) 624-2707).

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	6
2. AMENDMENT/MODIFICATION NO. P00023	3. EFFECTIVE DATE 01-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE	W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans091945 OPERATION OF THE WASTEWATER AND STORMWATER UTILITY SYSTEMS , FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2009
			(Signature of Contracting Officer)		27-Jul-2009
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		RECEIVED PUBLIC SERVICE COMMISSION OF KENTUCKY STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00023

A. This modification establishes monthly charges to provide waste water and storm water utility service for Year 5 (1 Jul 09 – 30 Jun 10) as follows:

0018	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 09 – 30 Jun 10	
	12 months (1 Jul 09 – 30 Jun 10) @ \$223,958.00/month	\$2,687,496.00
0019	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 09 – 30 Jun 10	
	12 months (1 Jul 09 – 30 Jun 10) @ \$40,545.00/month	\$486,540.00
0020	Funding – Year 5 1 Jul 09 – 30 Jun 10	
0020AA	Fiscal Year 09 Funding	\$529,006.00

B. Defense Federal Acquisition Regulation (DFAR) Clause 252.232-7007 entitled “Limitation of Government’s Obligation (May 2006)” is hereby incorporated into the contract as follows:

252.232-7007 Limitation of Government’s Obligation.

LIMITATION OF GOVERNMENT’S OBLIGATION (MAY 2006)

(a) SubContract line item 0020AA is incrementally funded. For that item, the sum of \$529,006.00 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 item(s) 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 item(s) for the Government’s convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) 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 item(s) 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 item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(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 item(s). 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 item(s) 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 item(s) 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 item(s) 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 item(s) 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 item(s), 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 item(s) 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 item(s) 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 in accordance with the following schedule:

Monthly in the amount of \$264,503.00.

(End of clause)

C. FY 09 funding for Year 5 in the amount of \$529,006.00 is added to the contract under SubCLIN 0020AA as indicated below. Total funded amount of the contract is increased by \$529,006.00, from \$17,485,787.45 to \$18,014,793.45.

219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

D. As a result of paragraph A. above, the total contract price is increased by \$3,174,036.00, from \$17,485,787.45 to \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 5 (1 Jul 09 - 30 Jun 10)	12	Months	\$223,958.00	\$2,687,496.00

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT \$2,687,496.00

ACRN AL \$0.00
 CIN: W22PES916890280018

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Storm Water Utility System, Ft. Knox, KY 50 Year Contract - Year 5 (1 Jul 09 -30 Jun 10)	12	Months	\$40,545.00	\$486,540.00

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT \$486,540.00

ACRN AL \$0.00
 CIN: W22PES916890280019



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$529,006.00
CIN: W22PES916890280020AA	

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$265,000.00
CIN W22PES916890280020AA: \$529,006.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **3**

AMENDMENT/MODIFICATION NO. **W9124D** 3. EFFECTIVE DATE **20-Aug-2009** 4. REQUISITION/PURCHASE REQ. NO. **SEE SCHEDULE** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **W9124D** 7. ADMINISTERED BY (If other than item 6) CODE **W9124D**
 MICC CENTER - FT KNOX
 BLDG 1109B STE 250
 199 6TH AVE
 FORT KNOX KY 40121-5720
 DIRECTORATE OF CONTRACTING
 SFCA SR KN
 BLDG 1109B STE 250
 199 6TH AVE
 FORT KNOX KY 40121-5720

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
 HARDIN COUNTY WATER DISTRICT #1
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-9343

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO. **W9124D-05-C-0017**
 X 10B. DATED (SEE ITEM 13) **30-Sep-2004**

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 offer is extended, is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 X D. OTHER (Specify type of modification and authority)
DFAR 252.232-7007

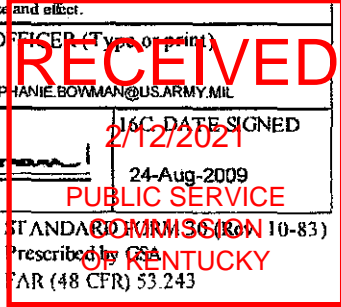
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **bowmans092518**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY
 (continued)

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)
 STEPHANIE A. BOWMAN / CONTRACTING OFFICE
 TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 (Signature of person authorized to sign) BY Stephanie A. Bowman **27/2/2021**
 (Signature of Contracting Officer) 24-Aug-2009



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00024

- A. FY 09 funding for Year 5 (SubCLIN 0020AA) is increased by \$264,503.00, from \$529,006.00 to \$793,509.00.
- B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

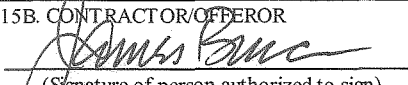
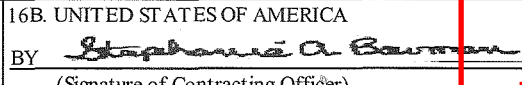
NET AMT	\$0.00
---------	--------

ACRN AL	\$793,509.00
CIN: W22PES916890280020AA	

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4A1131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$793,509.00
CIN W22PES916890280020AA: \$793,509.00

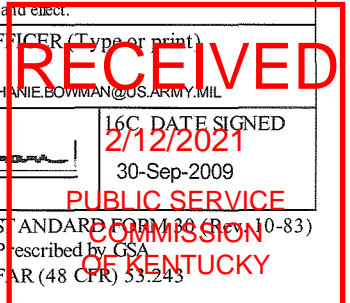


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00025	3. EFFECTIVE DATE 30-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans093023 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 10-2-09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021 30-Sep-2009

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 138 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00025

- A. FY 09 funding for Year 5 (SubCLIN 0020AA) is increased by \$254,034.74, from \$793,509.00 to \$1,047,543.74.
- B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0020
Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0020AA
FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00026	3. EFFECTIVE DATE 27-Oct-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) DFARA 252.232-7007				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans10189 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
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)	
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>	21 Oct 2009 PUBLIC SERVICE COMMISSION OF KENTUCKY
			(Signature of Contracting Officer)	29 Oct 2009
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				
30-105-04				
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00026

A. FY 10 funding for Year 5 in the amount of \$274,971.26 is added to the contract under SubCLIN 0020AB (ACRN AM) as indicated below. Total funded amount for Year 5 is increased by \$274,971.26, from \$1,047,543.74 to \$1,322,515.00.

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$274,971.26
---------	--------------

CIN: W22PES929980010020AB

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165

AMOUNT: \$1,047,543.74

CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165

AMOUNT: \$274,971.26

CIN W22PES929980010020AB: \$274,971.26



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00027	3. EFFECTIVE DATE 30-Nov-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE	W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans10470 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2021
			(Signature of Contracting Officer)		30-Nov-2009
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		
<div style="border: 2px solid red; padding: 5px; text-align: center;"> <p>RECEIVED</p> <p>COMMISSION OF KENTUCKY</p> <p>PUBLIC SERVICE</p> </div>					
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00027

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$274,971.26 to \$539,474.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$1,322,515.00 to \$1,587,018.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$539,474.26
CIN: W22PES929980010020AB	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$539,474.26
CIN W22PES929980010020AB: \$539,474.26

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00028		3. EFFECTIVE DATE 23-Dec-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		1 4
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		5. PROJECT NO. (If applicable) W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
CODE 316V9			9B. DATED (SEE ITEM 11)		
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans10640 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICER		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@USARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <u>Stephanie A. Bowman</u>		2/13/2009
			(Signature of Contracting Officer)		28-Dec-2009

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 101 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00028

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$539,474.26 to \$803,977.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$1,587,018.00 to \$1,851,521.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0020
Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0020AA
FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0020AB
FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$803,977.26
CIN: W22PES929980010020AB	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$803,977.26
CIN W22PES929980010020AB: \$803,977.26

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00029	3. EFFECTIVE DATE 21-Jan-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFC A SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans10807 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
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)	
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)	
			2/11/2021 21-Jan-2010 PUBLIC SERVICE COMMISSION OF KENTUCKY	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00029

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$803,977.26 to \$1,068,480.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$1,851,521.00 to \$2,116,024.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$1,068,480.26
CIN: W22PES929980010020AB	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$1,068,480.26
CIN W22PES929980010020AB: \$1,068,480.26



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00030	3. EFFECTIVE DATE 22-Feb-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFC A SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans10996 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2010
			(Signature of Contracting Officer)		22-Feb-2010
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		
<div style="border: 2px solid red; padding: 5px; display: inline-block;"> <p style="font-size: 24px; margin: 0;">RECEIVED</p> <p style="font-size: 18px; margin: 0;">2/12/2010</p> <p style="font-size: 18px; margin: 0;">PUBLIC SERVICE COMMISSION OF KENTUCKY</p> </div>					
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00030

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$1,068,480.26 to \$1,332,983.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$2,116,024.00 to \$2,380,527.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$1,332,983.26
CIN: W22PES929980010020AB	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$1,332,983.26
CIN W22PES929980010020AB: \$1,332,983.26

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00031	3. EFFECTIVE DATE 22-Mar-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE	W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans101185 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2021 23-Mar-2010
				(Signature of Contracting Officer)	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84					
30-105-04					
<div style="border: 2px solid red; padding: 5px; text-align: center;"> RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY </div> STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00031

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$1,332,983.26 to \$1,597,486.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$2,380,527.00 to \$2,645,030.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Funding - Year 5				\$0.00
	(1 Jul 09 - 30 Jun 10)				
	PURCHASE REQUEST NUMBER: W22PES-9168-9028				

NET AMT	\$0.00
ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST NUMBER: W22PES-9168-9028				

NET AMT	\$0.00
ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB	FY 10 Funding			\$0.00	\$0.00
	PURCHASE REQUEST NUMBER: W22PES-9299-8001				

NET AMT	\$0.00
---------	--------

ACRN AM
CIN: W22PES929980010020AB



ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

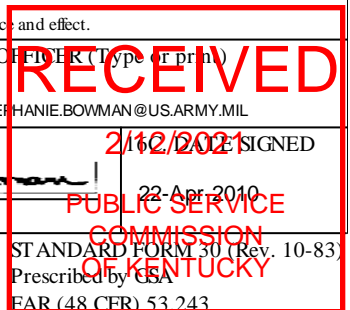
AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$1,597,486.26
CIN W22PES929980010020AB: \$1,597,486.26

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00032	3. EFFECTIVE DATE 22-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING SFGA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans101381 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED 2/12/2021		
		22-Apr-2010		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				
30-105-04				
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00032

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$1,597,486.26 to \$1,861,989.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$2,645,030.00 to \$2,909,533.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Funding - Year 5				\$0.00
	(1 Jul 09 - 30 Jun 10)				
	PURCHASE REQUEST NUMBER: W22PES-9168-9028				

NET AMT	\$0.00
ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST NUMBER: W22PES-9168-9028				

NET AMT	\$0.00
ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT \$0.00

ACRN AM \$1,861,989.26
 CIN: W22PES929980010020AB

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
 AMOUNT: \$1,047,543.74
 CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
 AMOUNT: \$1,861,989.26
 CIN W22PES929980010020AB: \$1,861,989.26



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00033	3. EFFECTIVE DATE 27-May-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans101621 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)
				2/12/2021 27-May-2010 PUBLIC SERVICE COMMISSION OF KENTUCKY
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00033

A. FY 10 funding for Year 5 (SubCLIN 0020AB and ACRN AM) is increased by \$264,503.00, from \$1,861,989.26 to \$2,126,492.26. Total funded amount for Year 5 is increased by \$264,503.00, from \$2,909,533.00 to \$3,174,036.00.

B. Total contract price remains unchanged at \$20,659,823.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020					\$0.00

Funding - Year 5
(1 Jul 09 - 30 Jun 10)

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$0.00
CIN: W22PES916890280020	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA				\$0.00	\$0.00

FY 09 Funding

PURCHASE REQUEST NUMBER: W22PES-9168-9028

NET AMT	\$0.00
---------	--------

ACRN AL	\$1,047,543.74
CIN: W22PES916890280020AA	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AB				\$0.00	\$0.00

FY 10 Funding

PURCHASE REQUEST NUMBER: W22PES-9299-8001

NET AMT	\$0.00
---------	--------

ACRN AM	\$2,126,492.26
CIN: W22PES929980010020AB	

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165
AMOUNT: \$1,047,543.74
CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165
AMOUNT: \$2,126,492.26
CIN W22PES929980010020AB: \$2,126,492.26

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00034	3. EFFECTIVE DATE 01-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.241-7				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans101691 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
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) STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)	
			2/12/2021 21-Jun-2010 PUBLIC SERVICE COMMISSION OF KENTUCKY	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00034

A. This modification establishes monthly charges to provide waste water and storm water utility service for Year 6 (1 Jul 10 – 30 Jun 11) as follows:

0021	Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 10 – 30 Jun 11	
	12 months (1 Jul 10 – 30 Jun 11) @ \$223,958.00/month	\$2,687,496.00
0022	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 10 – 30 Jun 11	
	12 months (1 Jul 10 – 30 Jun 11) @ \$40,545.00/month	\$486,540.00
0023	Funding – Year 6 1 Jul 10 – 30 Jun 11	
0023AA	Fiscal Year 10 Funding	\$264,503.00

B. FY 10 funding for Year 6 in the amount of \$264,503.00 is added to the contract under SubCLIN 0023AA as indicated below. Total funded amount of the contract is increased by \$264,503.00, from \$20,659,823.45 to \$20,924,326.45.

210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165

C. As a result of paragraph A. above, the total contract price is increased by \$3,174,036.00, from \$20,659,823.45 to \$23,833,859.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021		12	Months	\$223,958.00	\$2,687,496.00

Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 10 - 30 Jun 11

12 months (Jul 10 - 30 Jun 11)@ \$223,958.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$2,687,496.00
---------	----------------

ACRN AN	\$0.00
CIN: W22PES015900050021	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022		12	Months	\$40,545.00	\$486,540.00

Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 10 - 30 Jun 11

12 months (1 Jul 10 - 30 Jun 11) @ \$40,545.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$486,540.00
---------	--------------

ACRN AN	\$0.00
CIN: W22PES015900050022	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023					\$0.00

Funding - Year 6
(1 Jul 10 - 30 Jun 11)

PURCHASE REQUEST NUMBER: W22PES-0159-0005

	NET AMT	\$0.00
--	---------	--------

ACRN AN		\$0.00
CIN: W22PES015900050023		

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165
 AMOUNT: \$264,503.00
 CIN W22PES015900050023AA: \$264,503.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00035	3. EFFECTIVE DATE 20-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans101934 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (Continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE		
			TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2021
			(Signature of Contracting Officer)		20-Jul-2010
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		<div style="border: 2px solid red; padding: 5px; text-align: center;"> RECEIVED PUBLIC SERVICE COMMISSION OF KENTUCKY </div>
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00035

- A. FY 10 funding for Year 6 (SubCLIN 0023AA) is increased by \$264,503.00, from \$264,503.00 to \$529,006.00.
- B. Total funded amount of the contract is increased by \$264,503.00, from \$20,924,326.45 to \$21,188,829.45.
- B. Total contract price remains unchanged at \$23,833,859.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023					\$0.00

Funding - Year 6
(1 Jul 10 - 30 Jun 11)

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$0.00
---------	--------

ACRN AN	\$0.00
CIN: W22PES015900050023	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023AA				\$0.00	\$0.00

Fiscal Year 10 Funding

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$0.00
---------	--------

ACRN AN	\$529,006.00
CIN: W22PES015900050023AA	

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165
AMOUNT: \$529,006.00
CIN W22PES015900050023AA: \$529,006.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00036	3. EFFECTIVE DATE 20-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bowmans102161 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)					
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)		
			STEPHANIE A. BOWMAN / CONTRACTING OFFICE TEL: 502-624-4947 EMAIL: STEPHANIE.BOWMAN@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>Stephanie A. Bowman</i>		2/12/2021 20-Aug-2010
		(Signature of Contracting Officer)		PUBLIC SERVICE COMMISSION OF KENTUCKY	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00036

- A. FY 10 funding for Year 6 (SubCLIN 0023AA) is increased by \$264,503.00, from \$529,006.00 to \$793,509.00.
- B. Total funded amount of the contract is increased by \$264,503.00, from \$21,188,829.45 to \$21,453,332.45.
- C. Total contract price remains unchanged at \$23,833,859.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023					\$0.00

Funding - Year 6
(1 Jul 10 - 30 Jun 11)

PURCHASE REQUEST NUMBER: W22PES-0159-0005

	NET AMT	\$0.00
--	---------	--------

ACRN AN		\$0.00
CIN: W22PES015900050023		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023AA				\$0.00	\$0.00

Fiscal Year 10 Funding

PURCHASE REQUEST NUMBER: W22PES-0159-0005

	NET AMT	\$0.00
--	---------	--------

ACRN AN		\$793,509.00
CIN: W22PES015900050023AA		

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165
AMOUNT: \$793,509.00
CIN W22PES015900050023AA: \$793,509.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 7
2. AMENDMENT/MODIFICATION NO. P00037	3. EFFECTIVE DATE 18-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
		X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(a) By completing Items 9 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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.214-7, Change in Rates/Terms & Conditions of Service (Regulated Svcs)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bow mans 102360 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued)				
<p>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.</p>				
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRULE - GENERAL MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer		
15B. CONTRACTOR/OFFEROR <i>James Brule</i> (Signature of person authorized to sign)		15C. DATE SIGNED 9-23-2010	16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00037

A. The purpose of this modification is to revise the monthly charges to provide waste water and storm water utility service for time period 1 Oct 10 – 30 Jun 11 of Year 6 and incorporate additional FY10 funding for Year 6. Hardin County Water District #1 (HCWD#1) will file its written request for tariff/rate change with the Executive Director, Kentucky Public Service Commission on September 24, 2010.

B. As the result of the monthly price revision effective 1 Oct 10, the price of Year 6 of the contract is increased by \$39,546.00, from \$3,174,036.00 to \$3,213,582.00. Quantity of Contract Line Item Numbers (CLINs) 0021 and 0022 is reduced from 12 to 3 and CLINs 0024 and 0025 are incorporated to reflect revised pricing for time period 1 Oct 10 – 30 Jun 11 as follows:

0021	<p>Waste Water Utility System, Ft. Knox, KY 50 Year Contract – Year 6 (1 Jul 10 – 30 Jun 11)</p> <p>Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul – 30 Sep 10</p> <p>3 months (1 Jul – 30 Sep 10) @ \$223,958.00/month</p>	\$671,874.00
0022	<p>Storm Water Utility System, Ft. Knox, KY 50 Year Contract – Year 6 (1 Jul 10 – 30 Jun 11)</p> <p>Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul – 30 Sep10</p> <p>3 months (1 Jul – 30 Sep 10) @ \$40,545.00/month</p>	\$121,635.00
0024	<p>Waste Water Utility System, Ft. Knox, KY 50 Year Contract – Year 6 (1 Jul 10 – 30 Jun 11)</p> <p>Monthly Charge to Provide Waste Water Utility Service in accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Oct – 30 Jun 11</p> <p>9 months (1 Oct 10 – 30 Jun 11) @ \$230,057.00/month</p>	\$2,070,513.00
0025	<p>Storm Water Utility System, Ft. Knox, KY 50 Year Contract – Year 6 (1 Jul 10 – 30 Jun 11)</p> <p>Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions,</p>	

RECEIVED

2/12/2021

 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Specifications, and Work Statement for Period
1 Oct 10 – 30 Jun 11

9 months (1 Oct 10 – 30 Jun 11) @ \$38,840.00.00/month \$349,560.00

C. FY 10 funding for Year 6 (SubCLIN 0023AA) is increased by \$2,420,073.00, from \$793,509.00 to \$3,213,582.00.

D. Total funded amount of the contract is increased by \$2,420,073.00, from \$21,453,332.45 to \$23,873,405.45.

E. Paragraph B.5 entitled "Change in Rates of Service" is incorporated into Section B, Supplies or Services and Prices/Costs, of the contract and is attached hereto.

F. As a result of paragraph B. above, total contract price is increased by \$39,546.00, from \$23,833,859.45 to \$23,873,405.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	Waste Water Utility System, Ft. Knox, KY 50 Year Contract - Year 6 (1 Jul 10 - 30 Jun 11)	3	Months	\$223,958.00	\$671,874.00

Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul - 30 Sep 10

3 months (1 Jul - 30 Sep 10)@ \$223,958.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$671,874.00
---------	--------------

ACRN AN	\$0.00
CIN: W22PES015900050021	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	Storm Water Utility System, Ft. Knox, KY 50 Year Contract - Year 6 (1 Jul 10 - 30 Jun 11)	3	Months	\$40,545.00	\$121,635.00

Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul - 30 Sep 10

3 months (1 Jul - 30 Sep 10) @ \$40,545.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$121,635.00
---------	--------------

ACRN AN	\$0.00
CIN: W22PES015900050022	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0023	Funding - Year 6 (1 Jul 10 - 30 Jun 11)				\$0.00
------	--	--	--	--	--------

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$0.00
---------	--------

ACRN AN	\$0.00
CIN: W22PES015900050023	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0023AA	Fiscal Year 10 Funding			\$0.00	\$0.00
--------	------------------------	--	--	--------	--------

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$0.00
---------	--------

ACRN AN	\$3,213,582.00
CIN: W22PES015900050023AA	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024		9	Months	\$230,057.00	\$2,070,513.00

Waste Water Utility System, Ft. Knox, KY
50 Year Contract - Year 6 (1 Jul 10 - 30 Jun 11)

Monthly Charge to Provide Waste Water Utility Service in Accordance
with Section C, Descriptions, Specifications, and Work Statement for
Period 1 Oct 10 - 30 Jun 11

9 months (1 Oct 10 - 30 Jun 11)@ \$230,057.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$2,070,513.00
---------	----------------

ACRN AN	\$0.00
CIN: W22PES015900050024	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025		9	Months	\$38,840.00	\$349,560.00

Storm Water Utility System, Ft. Knox, KY
50 Year Contract - Year 6 (1 Jul 10 - 30 Jun 11)

Monthly Charge to Provide Storm Water Utility Service in Accordance
with Section C, Descriptions, Specifications, and Work Statement for
Period 1 Oct 10 - 30 Jun 11

9 months (1 Oct 10 - 30 Jun 11) @ \$38,840.00/month

PURCHASE REQUEST NUMBER: W22PES-0159-0005

NET AMT	\$349,560.00
---------	--------------

ACRN AN	\$0.00
CIN: W22PES015900050025	

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165
AMOUNT: \$3,213,582.00
CIN W22PES015900050023AA: \$3,213,582.00



B.5 Change in Rates of Service

The Contractor shall submit any request for a rate adjustment to the Contracting Officer no later than 1 February of each year for incorporation 1 October of same year. Any request for rate adjustment shall be in the following format and include supporting documentation specifying the reasons for proposed increases. Any changes to rates shall be made a part of the contract by issuance of a contract modification which will establish the effective date of the change.

	Proposed Sewer	Proposed Storm Water	Proposed Total	Current Total	Difference	%
HCWD#1 Mgmt & Admin						
Salaries & Benefits	\$	\$	\$	\$	\$	%
Legal	\$	\$	\$	\$	\$	%
Accounting	\$	\$	\$	\$	\$	%
Insurance (Risk/Liability)	\$	\$	\$	\$	\$	%
Fixed Charges	\$	\$	\$	\$	\$	
Allocated Costs	\$	\$	\$	\$	\$	
Subtotal	\$	\$	\$	\$	\$	%
Operations & Maint						
Salaries & Benefits	\$	\$	\$	\$	\$	%
Vehicle Costs	\$	\$	\$	\$	\$	%
Laboratory & Pretreatment	\$	\$	\$	\$	\$	%
Waste & Sludge Disposal	\$	\$	\$	\$	\$	%
Repair & Maintenance	\$	\$	\$	\$	\$	%
Chemicals	\$	\$	\$	\$	\$	%
Business Costs	\$	\$	\$	\$	\$	%
Subtotal	\$	\$	\$	\$	\$	%
System Replacement						
Motor & Pump Replacement	\$	\$	\$	\$	\$	%
Line Replacement WWTP	\$	\$	\$	\$	\$	%
Repairs/Upgrades	\$	\$	\$	\$	\$	%
Engineering Design	\$	\$	\$	\$	\$	%
Inspection	\$	\$	\$	\$	\$	%
Management (SBA, Other)	\$	\$	\$	\$	\$	%
Geotechnical Service	\$	\$	\$	\$	\$	%
Surveying	\$	\$	\$	\$	\$	%
Planning & Environmental	\$	\$	\$	\$	\$	%
Subtotal	\$	\$	\$	\$	\$	%
Less Muldraugh Credit	- \$51,038					
Total Annual Price	\$	\$	\$	\$	\$	%
Total Monthly Price	\$	\$	\$	\$	\$	%



Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 50 Years

1400 Rogersville Road
Radcliff, KY. 40160

September 24, 2010

Mr. Jeff Derouen
Executive Director - Kentucky Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40620-0615

**SUBJECT: Tariff Revision Filing
Ft. Knox Sewer - Special Contract Rate**

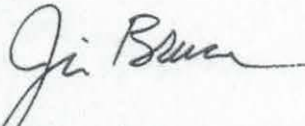
Dear Director Derouen,

Enclosed please find our filing for a tariff change for revising our contract rate for Ft. Knox sewer. We have also enclosed four copies of the new tariff page. We have also provided supporting information explaining changes to this rate, and other documentation. The single customer was notified of this rate change in writing on July 8, 2010 (85 days prior to effective date), and has also agreed to the new rate.

We have set the new rate to be effective October 1, 2010. Their current fee has remained unchanged since October, 2008.

We would appreciate your expedited review and approval of this filing. If you have any questions, please do not hesitate to call us.

Sincerely,



Jim Bruce, General Manager

Cf; Mr. David Spendard, Esq, Office of Attorney General
Mr. David Wilson II, HCWD1 Attorney
Mr. Scott Schmuck, HCWD1 Accounting / Finance Manager

Encl.

Phone 1-270-351-3222

www.HCWD.com

FAX: 1-270-352-3055

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

VERIFICATION

The undersigned, Mr. James S. Bruce, General Manager of the Hardin County Water District No.1, hereby verifies that he has personal knowledge of the matters set forth in the enclosed tariff revision, and that he is duly designated by the Board of Commissioners of the Hardin County Water District No. 1 to sign and submit this information its behalf.

HARDIN COUNTY WATER DISTRICT No. 1

By *James S. Bruce*
JAMES S. BRUCE, GENERAL MANAGER

CERTIFICATION

This is to certify that a true and correct copy of the foregoing was delivered this _____ day of September, 2010 to Mr. Jeff Derouen, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, KY. 40601-8204 and to Hon. David E. Spendar, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY. 40601-8204

David T. Wilson II
Mr. David T. Wilson II, ESQ.
Attorney for Hardin County Water District No. 1

STATE OF KENTUCKY
COUNTY OF HARDIN

I, the undersigned, a Notary Public, do hereby certify that on this 21 day of Sept, 2010, personally appeared before me, James S. Bruce and David T. Wilson, II, who being by me first sworn, subscribed to and acknowledged that they both represent the Hardin County Water District No. 1, a Kentucky Corporation, that they have signed the foregoing document as General Manager and Attorney of the Corporation.

Aaron B. Pyles
NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires; 10-30-12



RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

IN THE MATTER OF THE APPLICATION OF)
HARDIN COUNTY WATER DISTRICT No. 1 FOR)

1. APPROVAL TO MODIFY)
SEWER UTILITY TARIFF SHEET FOR)
SINGLE CUSTOMER, SPECIAL CONTRACT RATE)

Filing No. _____

APPLICATION

- 1.. Applicant is a duly organized and operating water district organized and existing under the laws of the Commonwealth of Kentucky (KRS 74 ET. SEQ.) and is engaged in the business of treating and selling potable water and maintaining a water distribution system, and owns and operates two sanitary sewer utilities, located within the Ft. Knox military base reservation (Case No. 2004-00422) and within the City of Radcliff (Case No. 2008-00074).
- 2.. The applicant now operates and does business in an existing service area which includes the city limits of the City of Radcliff, the cantonment area of Ft. Knox and encompasses the City of Vine Grove and a portion of Hardin and Meade counties immediately north of Vine Grove, and includes the sewer service area of record filed with the Commission. The entire service area is within the boundaries of the Commonwealth of Kentucky.
- 3.. The address of the applicant is 1400 Rogersville Road, Radcliff, Kentucky 40160 and has a web site address which is www.HCWD.com.
- 4.. Certified copies of the order of the Hardin County Fiscal Court establishing the water district and all amendments thereto are on record with the Public Service Commission and are unchanged as filed with Case No. 97-081.
- 5.. The applicant initially was approved by the Commission to begin operations as a sewer utility in order from the Commission, 2004-00422, dated December 1, 2004, as a response to the United States, Department of the Army ("DA"), request for proposals to take over ownership and operations of the Ft. Knox sanitary and storm sewer systems. After extensive review of three proposals received by DA, the applicant was selected and began operations of the systems on July 1, 2005.
- 6.. A Utility Service Contract ("Contract") has been entered into between the applicant and the DA, which governs the terms and requirements of service from the applicant and the DA, and said contract was approved by the Commission under Case No. 2004-00422. A copy of this contract, with all modifications to date, was filed with last tariff change filed with the Commission on August 25, 2008.

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

- 7.. The applicant has now updated its costs to provide all services under the Contract. The DA continues to require that the applicant charge a fixed monthly amount, for all services provided, including operations, allocated costs and capital. Said charges only apply to this single customer, being the DA.
- 8.. The DA, as the only customer, has been presented with notice of the revised rate (KAR 5:001, Section 8 & KRS 278.185), and evidence of this notification is included as Exhibit 2. Due to timing requirements of the annual DA budget, this rate has already been programmed into the DA budget, with the agreed rate becoming effective October 1, 2010. A letter from the DA accepting the new rate is in the enclosed supporting documentation (Exhibit 3).
- 9.. The revised monthly rate represents an 1.7% increase over the current rate, which has been in effect since October, 2008. The monthly increase is \$4,394, with the total amounts per month being \$230,057 for sanitary sewer services and \$38,840 for storm water services, with the combined total monthly charge being \$268,897. The different cost components comprising the fixed monthly rate are shown in Exhibit 4. Factors which affect and were used in revising the rate are;
 - a.. In revising the contract rate, the Applicant has also adjusted and increased its allocated costs from its other utilities (water and Radcliff sewer), to the DA rate. A comparison of current allocated costs, compared to those originally included in the DA rate, are included in the enclosed documentation (Exhibit 5). Including capitalized salaries (see paragraph below), total Applicant direct and allocated expenses have decreased by 21.6% from the latest calculated allocations in 2008. The reason for the reduction was the addition of the Applicants fourth utility, Radcliff sewer, in 2008, which allowed total fixed costs to be recovered from more customer classes or utilities than previously.
 - b.. The Applicant's calculated depreciation expense, for the Ft. Knox sewer utility, for 2009 was \$509,539. In accordance with the Contract, the Applicant is required to provide an annual Capital Improvement Plan to the DA, and to annually replace an agreed amount of the system. With the revised contract rate, the DA and Applicant have agreed to include annual capital program funding in the amount of \$1,163,917 (using three year average, 2010, 2011 and 2012). The Applicant and DA have agreed that this amount of annual funding will be adequate to maintain the required capital program. A copy of the current year planned capital program is included in the enclosed supporting documentation (Exhibit 6).
 - c.. Of the total operations expense (non-capital) included in the rate to the DA, 93% is for payment to the Applicant's operations contractor, Veolia Water, North America, South, LLC ("VWNA"). The Applicant and VWNA entered into a contract in July, 2005, whereby VWNA would provide all agreed operations services for a fixed monthly fee. A copy of this contract was submitted to the Commission with case 2004-00422. The new fee represents an increase of 3.7%. A copy of the notification memo from VWNA is provided in the enclosed supporting documentation (Exhibit 7).
- 10.. With the initial negotiated agreement, the DoA required a fixed, monthly rate to include all charges and costs. As the requirement for a fixed monthly complete charge, which removes much of the purpose of rate design, the Applicant requests a deviation from KAR 5:001, Section 10, and

request that the Commission consider this rate and tariff revision to be considered a Special Contract, in accordance with KAR 5:011, Section 13.

WHERETO, Hardin County Water Applicant No. 1 request that the Public Service Commission of the Commonwealth of Kentucky consider this filing and tariff change in order to begin charging the new rate no later than October 1, 2010. If additional information is required, the Applicant further requests that the Commission contact the Applicant by telephone or electronic mail with contact information being:

Attorney:

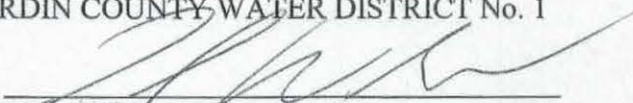
Mr. David Wilson, II, Esq
Attorney, HCWD1
Skeeters, Bennett, Wilson & Pike
550 W. Lincoln Trail Blvd.
Radcliff, KY. 40160
Phone: 270-351-4404
email: david.wilson@sbw-law.com

Applicant:

Mr. Jim Bruce
General Manager, HCWD1
1400 Rogersville Road
Radcliff, KY. 40160
Phone: 270-351-3222
email: jbruce@hcwd.com

Dated at Radcliff, Kentucky, this 22ND day of SEPTEMBER, 2010.

HARDIN COUNTY WATER DISTRICT No. 1

By: 
David T. Wilson II, Attorney at Law
Attorney for Hardin County Water Applicant No. 1
Skeeters, Bennett, Wilson & Pike, PLC
550 W. Lincoln Trail Blvd., P.O. Box 610
Radcliff, Ky 40160
(270) 351-4404

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Supporting Data / Information

September 24, 2010

Revised Tariff Submittal
Ft. Knox Sewer Utility

Submitted By:
Hardin County Water District No. 1
1400 Rogersville Road
Radcliff, KY 40160
Phone: 270-351-3222
Mr. Jim Bruce, General Manager
email: jbruce@hcwd.com

List of Exhibits

<u>Exhibit</u>	<u>Exhibit No.</u>
Revised Rate Tariff Sheet	1
Notification to Customer	2
Customer Rate Acceptance Letter	3
Rate Cost Components	4
Revised Cost Allocation	5
2010 Current Year Capital Program	6
Annual Fee Adjustment Notice - Veolia Water	7

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Hardin County Water District No. 1CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

(T) (R)

1. **Rates and Charges:** All the terms, services provided, rates, responsibilities of District and process for future rate adjustments have been negotiated and agreed to in the Contract signed and executed on September 30, 2004. The revised rate, agreed to rates for the Government, to be effective October 1, 2010, are as follows;

(T) (R)

SERVICES REQUIRED / SUPPLIED	AGREED MONTHLY SERVICE CHARGE
Fixed monthly charge effective October 1, 2010 to provide all <u>sanitary sewer services</u> as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$230,057
Fixed monthly charge effective October 1, 2010 for District to provide all <u>storm water sewer services</u> as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$38,040

(T) (R)

2. **Future Rate Adjustments:** All rates and charges shall remain in affect beginning on October 1, 2010. As agreed in the Contract, future rate increases may only be allowed after the number of initial months has passed, and then the frequency and method for rate adjustments will be according to the terms agreed in the Contract.
3. **Applicable and Executed Contract:** The contract which has been agreed to and executed is attached as ATTACHMENT A and is made part of this tariff as if fully set forth herein.

DATE OF ISSUE September 24, 2010EFFECTIVE DATE: October 1, 2010ISSUED BY: Jim Bruce, Mr. Jim Bruce, General Manager
Hardin County Water District No. 1, Radcliff, Kentucky

ISSUED BY ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED _____

RECEIVED

2/12/2021

1
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 50 Years

1400 Rogersville Road
Radcliff, KY. 40160

July 8, 2010

Ms. Stephanie Bowman
U. S. Government / Ft. Knox
Contracting Officer
Building 1109B, Room 250
Fort Knox, KY 40121

SUBJECT: Notice of Proposed Rate Change / Tariff Change

Dear Ms. Bowman;

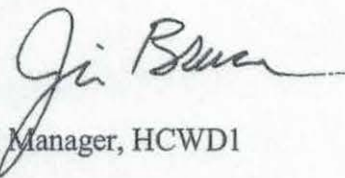
This notice is in accordance with Kentucky Revised Statutes, Chapter 278.185 regarding advance notice of a sewer rate change. The District intends to file a tariff and rate change request with the Kentucky Public Service Commission (PSC) at the earliest convenience. As you are aware, our last rate adjustment was October 1, 2008.

As requested by the Government, the rate will continue to be a fixed amount per month. We intend to request this new rate become effective October 1, 2010. The new monthly sanitary sewer rate would be \$230,057, which is an increase of 2.7% or a monthly increase of \$6,099. The monthly storm sewer rate would be \$38,840, which is a decrease of 4.2% or -\$1,705 monthly. The combined amounts result in a 1.7% total increase or an increase of \$4,394 monthly.

As a customer of a regulated utility, you may by motion, within thirty (30) days of this notice, request leave to intervene in this case. That motion shall be submitted to the Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky, 40602, and shall set forth the grounds for the request including the status and interest you may have in the filing. As we have mentioned in our previous communications, we will automatically provide you a copy of the actual filing to the PSC, as soon as it is complete and is filed with them.

As usual, please feel free to call or contact me if you have any questions.

Sincerely,



General Manager, HCWD1

Cf; Kentucky Public Service Commission
Mr. David Wilson III, HCWD1 Legal Counsel

Encl.

Phone 1-270-351-3222

www.HCWD.com





DEPARTMENT OF THE ARMY
MISSION AND INSTALLATION CONTRACTING COMMAND CENTER - FORT KNOX
199 6TH AVENUE, SUITE 250
FORT KNOX, KENTUCKY 40121-5720

September 20, 2010

Mr. William Rissel
Chairman, Board of Commissioner
Hardin County Water District No. 1
1400 Rogersville Road
Radcliff, KY 40160

SUBJECT: Revised Proposed Rate Acceptance

Dear Mr. Rissel:

The Government has reviewed the proposed revised rate for your District to provide all sanitary and storm sewer services required under Utility Service Contract (Contract SP0600-04-C-8275) dated September 30, 2004. It is our understanding the new monthly rate of \$268,897.00 would become effective October 1, 2010 and represents a 1.7% increase from the current rate that became effective October 1, 2008.

The Government understands this proposed rate is still subject to approval by your Board of Commissioners and the Public Service Commission (PSC) and the PSC may order rates more or less than that proposed by the District.

Your staff has met with me and the Contracting Officer's Representative (COR) Mr. Bob Ender to address questions regarding the new rate, individual costs, and changes in specific costs. The Government has been assured this new rate will continue providing adequate sanitary and storm sewer utility services for Fort Knox.

As a result of our meetings and exchange of information, the Government is in agreement with the proposed rate, and will not protest the new rate during the rate filing. We will be filing to intervene during the case to ensure we are a party of record and to receive copies of all filings, motions, and evidence during the rate case review. The Government also reserves the right to testify and or object to the new rate if future facts or information are disclosed that could cause us to raise an opposition or objection.

We appreciate your staff meeting with us to discuss the revised rate and address our questions and concerns and the District's efforts to provide reliable, reasonable priced utility services for the Government.

Sincerely,

Stephanie A. Bowman
Contracting Officer

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Updated Ft. Knox Sewer Rate - October, 2010

Revised: July, 2010

Previous revision - July 2008

	84.5%	15.5%				
<u>HCWD1 Mgmt & Admin</u>	<u>Sanitary Sewer</u>	<u>Storm Sewer</u>	<u>Total</u>	<u>Jul 2008</u>	<u>% Chg</u>	<u>12 Mo % Chg</u>
Salaries and Benefits	\$ 69,422	\$ 12,734	\$ 82,156	\$ 94,685	-13.23%	-7.58%
* Business Costs	\$ 51,172	\$ 9,386	\$ 60,558	\$ 87,271	-30.61%	-18.37%
Sub-Total >	\$ 120,593	\$ 22,121	\$ 142,714	\$ 181,956	-21.57%	-12.62%
			4.4%			
<u>Operations & Maintenance</u>						
Salaries and Benefits	\$ 882,595	\$ 161,155	\$ 1,043,750	\$ 972,604	7.32%	4.00%
Vehicle Costs	\$ 90,084	\$ 21,131	\$ 111,215	\$ 98,473	12.94%	6.99%
Laboratory and Pretreatment	\$ 115,435	\$ 0	\$ 115,435	\$ 110,924	4.07%	2.24%
Waste and Sludge Disposal	\$ 68,640	\$ 0	\$ 68,640	\$ 62,820	9.26%	5.05%
Repair and Maintenance	\$ 152,698	\$ 24,858	\$ 177,556	\$ 177,556	0.00%	0.00%
Chemicals	\$ 21,972	\$ 0	\$ 21,972	\$ 21,972	0.00%	0.00%
Business Costs	\$ 372,033	\$ 60,563	\$ 432,596	\$ 425,026	1.78%	0.99%
Sub-Total >	\$ 1,703,457	\$ 267,707	\$ 1,971,164	\$ 1,869,375	5.45%	2.99%
			61.1%			
<u>System Replacement</u>						
Motor & Pump	\$ 248,736	\$ 0	\$ 248,736	\$ 236,200	5.31%	2.91%
Line Replacement and Repair	\$ 362,784	\$ 152,207	\$ 514,991	\$ 504,100	2.16%	1.19%
* WWTP Repairs / Upgrades	\$ 227,359	\$ 0	\$ 227,359	\$ 215,900	5.31%	2.91%
Engineering Design	\$ 39,806	\$ 7,248	\$ 47,054	\$ 45,400	3.64%	2.01%
Inspection	\$ 15,901	\$ 3,243	\$ 19,144	\$ 18,500	3.48%	1.92%
Management (SBA, Other)	\$ 48,219	\$ 6,114	\$ 54,333	\$ 52,200	4.09%	2.25%
Geotechnical Service	\$ 7,056	\$ 1,621	\$ 8,677	\$ 8,400	3.30%	1.82%
Surveying	\$ 3,580	\$ 763	\$ 4,343	\$ 4,200	3.41%	1.88%
Planning and Environmental	\$ 34,225	\$ 5,054	\$ 39,279	\$ 37,800	3.91%	2.16%
Sub-Total >	\$ 987,667	\$ 176,250	\$ 1,163,917	\$ 1,122,700	3.67%	2.02%
Muldraugh Credit >	-\$ 51,036	\$ 0	-\$ 51,036			
TOTAL ANNUAL >	\$ 2,760,681	\$ 466,077	\$ 3,226,758	\$ 3,174,031	1.7%	0.9%
TOTAL MONTHLY >	\$ 230,057	\$ 38,840	\$ 268,897	\$ 264,503	1.7%	0.9%
July 2008 Fee	\$ 2,687,494	\$ 486,537	\$ 3,174,031			
%/Yr Change	2.72%	-4.21%	1.7%			

RECEIVED
4
 2/12/2011
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

District FK Sewer Costs Included in Rate

Revised: July, 2010

Previous revision - July 2008

<u>July</u> <u>2008</u>	<u>July</u> <u>2010</u>	<u>% Chg</u>	<u>Item / Expense</u>
\$ 16,636	\$ 13,623	-18.1%	Gen Mgr
\$ 6,553	\$ 3,068	-53.2%	Opr Mgr (25%, 75% capitalized)
\$ 581	\$ 4,116	608.5%	Proj Coord
\$ 24,228	\$ 22,915	-5.4%	Board
\$ 4,033	\$ 5,157	27.9%	Accounting Specialist
\$ 18,035	\$ 6,675	-63.0%	Accountant
\$ 0	\$ 5,232	—	Admin Clerk (Hired, 2009)
\$ 0	\$ 6,534	—	Admin Assistant (Not allocated before)
\$ 3,348	\$ 0	-100.0%	GIS Specialist
\$ 0	\$ 3,562	—	Maint/Controls Specialist
\$ 92	\$ 1,449	1475.0%	Cust Service Manager
\$ 404	\$ 1,098	171.8%	Billing Specialist
\$ 20,777	\$ 8,725	-58.0%	Finance & Acctng Manager (Hired 2009)
\$ 94,685	\$ 82,156	-13.2%	SUB-TOTAL HCWD1 LABOR+BENEFITS
\$ 3,900	\$ 4,112	5.4%	Legal
\$ 5,204	\$ 6,000	15.3%	Accounting
\$ 53,021	\$ 33,090	-37.6%	Insurance
\$ 7,558	\$ 3,000	-60.3%	Deprec - Serv Ctr (Based on % time admin / office employees spend on FK sewer)
\$ 8,413	\$ 4,352	-48.3%	Debt Service - Serv Ctr (% time employees working in SC spend on FK)
\$ 516	\$ 850	64.7%	Serv Ctr Utilities - (% time employees working in SC spend on FK)
\$ 644	\$ 1,008	56.5%	Fuel / Veh Maint - (Based on % time BP and JB spend on FK)
\$ 322	\$ 975	202.8%	Misc Admin - (% time employees working in SC spend on FK)
\$ 1,159	\$ 199	—	SC Phone Expense - (Not used)
\$ 5,001	\$ 1,539	-69.2%	SC IT Expense - (% time spent by SC employees on sewer)
\$ 1,533	\$ 1,411	-7.9%	Conferences, Education, Travel - (Based on % time employees spent on FK)
0	\$ 4,021	—	Regulatory Fees (Charged by PSC)
\$ 87,271	\$ 60,558	-30.6%	SUB-TOTAL OTHER HCWD1 BUSINESS COSTS
\$ 181,956	\$ 142,714	-21.6%	TOTAL All Costs

RECEIVED

2/12/2011

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

New Rate 2010-2012 System Replacement Projects

	Sanitary Sewer				Storm Sewer			
	2010	2011	2012	Total	2010	2011	2012	Total
1 Motor and Pump								
Lift Station Generator Rebuild	\$12,500			\$12,500				
PTB Grit Pump Replacement	\$17,300			\$17,300				
Seepage Receiving Station Mixer Replacement	\$3,000			\$3,000				
Deltz PS Elimination and Sewer Reroute		\$175,000	\$375,000	\$550,000				
Marine Lift Station Replacement			\$75,000	\$75,000				
Chaffee Lift Station Replacement	\$100,000	\$200,000		\$300,000				
Pritchard Place Lift Station Replacement			\$50,000	\$50,000				
Total	\$132,800	\$375,000	\$500,000	\$1,007,800				
2 Line Replacement and Repairs								
McAdams Field Sewer Reroute	\$28,000			\$28,000				
Matthews PS Force Main Reroute	\$25,000			\$25,000				
Burke Motor Pool Sewer Reroute Design	\$20,000			\$20,000				
CIPP Lateral Lining	\$75,000	\$75,000	\$75,000	\$225,000				
Basin 8 Sewer/MH Rehabilitation	\$50,000	\$100,000	\$100,000	\$250,000				
Basin 2 Sewer/MH Rehabilitation	\$50,000		\$50,000	\$100,000				
Basin 6 Sewer/MH Rehabilitation			\$45,000	\$45,000				
Bingo Hall Storm Rehabilitation					\$30,000			\$30,000
Wilson Road RR Culvert Replacement					\$41,500			\$41,500
Brooks Field Storm Rehabilitation					\$25,850			\$25,850
Farmers Motor Pool CB					\$11,400			\$11,400
Godman Airfield Storm Rehabilitation								\$0
Railhead Storm Rehabilitation						\$85,000		\$85,000
Wilson Road Concrete Ditch Replacement					\$50,000			\$50,000
4" TV Inspection Camera Purchase	\$35,000			\$35,000				
Miscellaneous Storm Water Improvements						\$100,000	\$185,000	\$285,000
Line Replacement/Repair Total	\$283,000	\$175,000	\$270,000	\$728,000	\$158,750	\$185,000	\$185,000	\$528,750
3 WWTP Repairs/Upgrades								
PTB HVAC/Electric Conduit Replacement	\$250,000			\$250,000				
Oxidation Ditch Evaluation	\$3,000			\$3,000				
Clarifier Coating & Miscellaneous Improvement			\$50,000	\$50,000				
Oxidation Ditch Coating		\$72,000		\$72,000				
Hazmat Containment Building Coating		\$5,000		\$5,000				
PTB and Disinfection Process								
Remote Control/SCADA Upgrade	\$100,000	\$165,000	\$100,000	\$365,000				
Gear Reducer Replacement		\$14,000		\$14,000				
Secondary Bldg Roof Replacement	\$8,000			\$8,000				
PTB Influent Meter Replacement	\$5,000			\$5,000				
RFP Door Replacement (3 doors)	\$6,600			\$6,600				
Smartboard/Projector Purchase	\$2,500			\$2,500				
Landscaping Improvements	\$1,200			\$1,200				
WWTP Repairs/Upgrades Total	\$376,300	\$266,000	\$180,000	\$782,300				
Total 1, 2 and 3	\$792,100	\$806,000	\$920,000		\$158,750	\$185,000	\$185,000	
4 Engineering Design	\$45,000	\$45,000	\$45,000	\$135,000	\$10,000	\$10,000	\$10,000	\$30,000
5 Inspection	\$15,000	\$15,000	\$15,000	\$45,000	\$3,000	\$3,000	\$3,000	\$9,000
6 Management	\$45,800	\$45,800	\$45,800	\$137,400	\$6,500	\$6,500	\$6,500	\$19,500
7 Geotechnical	\$6,500	\$6,500	\$6,500	\$19,500	\$1,500	\$1,500	\$1,500	\$4,500
8 Surveying	\$4,000	\$4,000	\$4,000	\$12,000	\$1,000	\$1,000	\$1,000	\$3,000
9 Planning & Environmental	\$32,000	\$32,000	\$32,000	\$96,000	\$5,000	\$5,000	\$5,000	\$15,000
Total System Replacement Program	\$940,400	\$954,300	\$1,068,300	\$2,963,000	\$185,750	\$212,000	\$212,000	\$609,750

RECEIVED
6
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

TO JIM BRUCE
 FROM ROB NICHOLAS
 DATE FEBRUARY 8, 2010
 SUBJECT 2010 BUDGET – FORT KNOX

You will find below a summary of the proposed price changes.

The O&M fee is adjusted 2.58% to reflect cost of living increases for employees and increases in benefits costs along with other activities such and fuel, vehicle maintenance, and business costs.

The breakdown is as follows:

The salaries increased 3.74% and include a 5% increase in health care cost.

The vehicle cost increased 1.68% and includes fuel and vehicle maintenance.

The business costs increased 2.36% based on actual cost.

	2010 Proposed Increase	2010 Proposed Army Breakdown			2010 Lateral Lining	2010 Total Ops & Lateral
		Sanitary	Storm	Total		
Salaries	\$1,071,147	\$ 882,595	\$ 161,155	\$1,043,750	\$ 27,397	\$ 1,071,147
Vehicle	\$ 146,496	\$ 90,084	\$ 21,131	\$ 111,215	\$ 35,281	\$ 146,496
Lab	\$ 110,015	\$ 115,435	\$ -	\$ 115,435	\$ (5,420)	\$ 110,015
Sludge	\$ 65,004	\$ 68,640	\$ -	\$ 68,640	\$ (3,636)	\$ 65,004
Repairs	\$ 177,556	\$ 152,698	\$ 24,858	\$ 177,556	\$ -	\$ 177,556
Chemical	\$ 20,700	\$ 21,972	\$ -	\$ 21,972	\$ (1,272)	\$ 20,700
Business Costs	\$ 491,454	\$ 372,033	\$ 60,563	\$ 432,596	\$ 58,858	\$ 491,454
Subtotal	\$2,082,372	\$1,703,457	\$ 267,707	\$1,971,164	\$ 111,208	\$ 2,082,372

RECEIVED

2/12/2021

7

PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

Hardin County Water District No. 1CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

(T) (R)

1. **Rates and Charges:** All the terms, services provided, rates, responsibilities of District and process for future rate adjustments have been negotiated and agreed to in the Contract signed and executed on September 30, 2004. The revised rate, agreed to rates for the Government, to be effective October 1, 2010, are as follows;

(T) (R)

SERVICES REQUIRED / SUPPLIED	AGREED MONTHLY SERVICE CHARGE
Fixed monthly charge effective November 1, 2010 to provide all sanitary sewer services as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$230,057
Fixed monthly charge effective November 1, 2010 for District to provide all storm water sewer services as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$38,040

(T) (R)

2. **Future Rate Adjustments:** All rates and charges shall remain in affect beginning on November 1, 2010. As agreed in the Contract, future rate increases may only be allowed after the number of initial months has passed, and then the frequency and method for rate adjustments will be according to the terms agreed in the Contract.
3. **Applicable and Executed Contract:** The contract which has been agreed to and executed is attached as ATTACHMENT A and is made part of this tariff as if fully set forth herein.

DATE OF ISSUE September 24, 2010EFFECTIVE DATE: November 1, 2010ISSUED BY: Jim Bruce, Mr. Jim Bruce, General Manager
Hardin County Water District No. 1, Radcliff, Kentucky

ISSUED BY ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED: _____

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Hardin County Water District No. 1CLASSIFICATION OF SERVICE:
GENERAL RULES AND POLICIES

(T) (R)

1. **Rates and Charges:** All the terms, services provided, rates, responsibilities of District and process for future rate adjustments have been negotiated and agreed to in the Contract signed and executed on September 30, 2004. The revised rate, agreed to rates for the Government, to be effective November 1, 2010, are as follows;

(T) (R)

SERVICES REQUIRED / SUPPLIED	AGREED MONTHLY SERVICE CHARGE
Fixed monthly charge effective November 1, 2010 to provide all sanitary sewer services as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$230,057
Fixed monthly charge effective November 1, 2010 for District to provide all storm water sewer services as required in the Contract under Section C, <i>Descriptions, Specifications and Work Statement.</i>	\$38,040

(T) (R)

2. **Future Rate Adjustments:** All rates and charges shall remain in affect beginning on November 1, 2010. As agreed in the Contract, future rate increases may only be allowed after the number of initial months has passed, and then the frequency and method for rate adjustments will be according to the terms agreed in the Contract.
3. **Applicable and Executed Contract:** The contract which has been agreed to and executed is attached as ATTACHMENT A and is made part of this tariff as if fully set forth herein.

DATE OF ISSUE September 24, 2010EFFECTIVE DATE: November 1, 2010ISSUED BY: Jim Bruce, Mr. Jim Bruce, General Manager
Hardin County Water District No. 1, Radcliff, Kentucky

ISSUED BY ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. _____ DATED: _____

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. **PO0038** 3. EFFECTIVE DATE **29-Sep-2010** 4. REQUISITION/PURCHASE REQ. NO. **SEE SCHEDULE** 5. PROJECT NO. (if applicable)

6. ISSUED BY **MDC CENTER - FT KNOX
BLDG 1108B STE 250
199 6TH AVE
FORT KNOX KY 40121-5720** CODE **WB124D** 7. ADMINISTERED BY (if other than item 6) **See Item 6** CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) **HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40165-0940** 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) X 10A. MOD. OF CONTRACT ORDER NO. **WB124D-05-C-0017** X 10B. DATED (SEE ITEM 13) **30-Sep-2004**

CODE **316V9** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered information is amended as set forth in item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer 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 forms 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52.243-1 At 1, Changes - Fixed Price

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)
 Modification Control Number: **bowmans102526**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY
 (continued)

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

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRULE - GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman Contracting Officer
15B. CONTRACTOR/OFFEROR <i>James Brule</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY <i>Stephanie A. Bowman</i> (Signature of Contracting Officer)
15C. DATE SIGNED 9-30-2010	16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00038

A. Contract Line Item Number (CLIN) 0026 is hereby added to the contract for Phase II of the Brooks Field Area Upgrade identified in the Annual Capital Upgrades and Renewals and Replacements Plan. Work shall be performed in accordance with Hardin County Water District #1's (HCWD#1) Standard Wastewater System Design Guidelines dated April 2006.

CLIN 0026, Replacement of Approximately 9 Manholes and Application of Cured-in-Place Pipe to Approximately 2,500 Feet of Main Sewer Line at Brooks Field in the amount of \$100,000.00.

B. Final negotiated price for this project is subject to the Kentucky Public Service Commission (PSC) review and approval process.

C. Total funded amount of the contract is increased by \$100,000.00, from \$23,873,405.45 to \$23,973,405.45.

D. As a result of paragraph A. above, total contract price is increased by \$100,000.00, from \$23,873,405.45 to \$23,973,405.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026		100,000	Dollars, U.S.	\$1.00	\$100,000.00

Replacement of Approximately 9 Manholes and Application of Cured-in-Place Pipe to Approximately 2,500 Feet of Main Sewer Line at Brooks Field

FOB: Destination

PURCHASE REQUEST NUMBER: W22PES-0272-0021

NET AMT

\$100,000.00

ACRN AP

CIN: W22PES027200210026

\$100,000.00

ACCOUNTING AND APPROPRIATION DATA

AP: 210202000000B4B4AH13107920A46252G2ETPY1W22PES02720021TPY12E012165

AMOUNT: \$100,000.00

CIN W22PES027200210026: \$100,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 8
2 AMENDMENT/MODIFICATION NO P00039	3 EFFECTIVE DATE 01-Jul-2011	4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE	5 PROJECT NO (If applicable)		
6 ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE WB124D	7 ADMINISTERED BY (If other than item 6) See Item 6			
8 NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A AMENDMENT OF SOLICITATION NO.		
			9B DATED (SEE ITEM 11)		
			X 10A MOD. OF CONTRACT/ORDER NO. WB124D-05-C-0017		
			X 10B DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.241-7					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell111477 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY. (CONTINUED)					

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

15A NAME AND TITLE OF SIGNER (Type or print) Brett Pyles Operations Manager	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CHARLES R. PERGUE TEL 502.624.4179 EMAIL charl.pergue@gsa.gov
15B CONTRACTING OFFEROR Brett Pyles (Signature of person authorized to sign)	15C DATE SIGNED 6-28-11
16B UNITED STATES OF AMERICA BY Charles Pergue (Signature of Contracting Officer)	
16C DATE SIGNED 28 Sep 2011	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30-105-04 (8-83)
Prescribed by GSA
FAR (48 CFR) 53.241

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00039

- A. This modification establishes monthly charges to provide waste water and storm water utility services for Year 7 (1 Jul 11- 30 Jun 12) as follows:

0027 Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 11 - 30 Sep 11

3 months (1 Jul 11 - 30 Sep 11) @ \$230,057.00/month \$690,171.00

002701 FY11 Funds for Waste Water \$690,171.00

0028 Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 11 - 30 Sep 11

3 months (1 Jul 11 - 30 Sep 11) @ \$38,840.00/month \$116,520.00

002801 FY11 Funds for Storm Water \$116,520.00

0029 Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Oct 11 - 30 Jun 12

9 months (1 Oct 11 - 30 Jun 12) @ \$235,239.00/month

002901 FY11 Funds for Waste Water \$235,239.00

0030 Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Oct 11 - 30 Jun 12

9 months (1 Oct 11 - 30 Jun 12) @ \$39,816.00/month \$358,344.00

003001 FY11 Funds for Storm Water \$39,816.00

- B. FY 11 funding for Year 7 in the amount of \$1,081,746.00 is added to the contract under the respective SUBCLINS as indicated below. Total funded amount of the contract is increased by \$1,081,746.00 from \$22,826,271.47 to \$23,908,017.47.

- C. As a result of Paragraph A above, the total contract price is increased by \$3,282,186.00 from \$23,973,407.45 to \$27,255,593.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0027	Waste Water Utility System, Ft. Knox, KY FFP 50 Year Contract - Year 7 (1 Jul 11 - 30 Jun 12)	3	Months	\$230,057.00	\$690,171.00
------	---	---	--------	--------------	--------------

Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 11 - 30 Sep 11

3 months (1 Jul 11 - 30 Sep 11)@ \$230,057.00/month
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302

NET AMT	\$690,171.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

002701	FY11 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302				\$0.00
--------	--	--	--	--	--------

NET AMT	\$0.00
---------	--------

ACRN AQ CIN: GFEB001006430200005	\$690,171.00
-------------------------------------	--------------

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028		3	Months	\$38,840.00	\$116,520.00

Storm Water Utility System, Ft. Knox, KY
FFP

50 Year Contract - Year 7 (1 Jul 11 - 30 Jun 12)

Monthly Charge to Provide Storm Water Utility Service in Accordance with
Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 11 -
30 Sep 11

3 months (1 Jul 11 - 30 Sep 11) @ \$38,840.00/month
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302

NET AMT	\$116,520.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002801					\$0.00

FY11 Funds for Storm Water
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0010064302

NET AMT	\$0.00
---------	--------

ACRN AQ
CIN: GFEB001006430200005

	\$116,520.00
--	--------------

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029		9	Months	\$235,239.00	\$2,117,151.00

Waste Water Utility System, Ft. Knox, KY
FFP

50 Year Contract - Year 7 (1 Jul 11 - 30 Jun 12)

Monthly Charge to Provide Waste Water Utility Service in Accordance with
Section C, Descriptions, Specifications, and Work Statement for Period 1 Oct 11 -
30 Jun 12

9 months (1 Oct 11 - 30 Jun 12)@ \$235,239.00/month
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302

NET AMT \$2,117,151.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002901				\$0.00	\$0.00

FY11 Funds for Waste Water
FFP

FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302

NET AMT \$0.00

ACRN AQ \$235,239.00
CIN: GFEB001006430200005

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030	Storm Water Utility System, Ft. Knox, KY FFP 50 Year Contract - Year 7 (1 Jul 11 - 30 Jun 12)	9	Months	\$39,816.00	\$358,344.00
<p>Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Oct 11 - 30 Jun 12</p> <p>9 months (1 Oct 11 - 30 Jun 12) @ \$39,816.00/month FOB: Destination PURCHASE REQUEST NUMBER: 0010064302</p>					

NET AMT \$358,344.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003001	FY11 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302				\$0.00
<hr/> <p>NET AMT \$0.00</p> <p>ACRN AQ \$39,816.00 CIN: GFEBS001006430200005</p>					

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLINs 0027-0030:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2011 TO 30-SEP-2011	N/A	W6CD DPW DIRECTOR OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK ROAD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,081,746.00 from \$22,826,271.47 to \$23,908,017.47.

SUBCLIN 002701:

Funding on SUBCLIN 002701 is initiated as follows:

ACRN: AQ

CIN: GFEB001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001

Increase: \$690,171.00

Total: \$690,171.00

Cost Code: A2ABH

SUBCLIN 002801:

Funding on SUBCLIN 002801 is initiated as follows:

ACRN: AQ

CIN: GFEB001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001

Increase: \$116,520.00

Total: \$116,520.00

Cost Code: A2ABH

SUBCLIN 002901:

Funding on SUBCLIN 002901 is initiated as follows:

ACRN: AQ

CIN: GFEB001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001

Increase: \$235,239.00

Total: \$235,239.00

Cost Code: A2ABH

SUBCLIN 003001:

Funding on SUBCLIN 003001 is initiated as follows:

ACRN: AQ

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CIN: GFEBS001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$39,816.00

Total: \$39,816.00

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1** | **10**

2. AMENDMENT/MODIFICATION NO.: **P00040** 3. EFFECTIVE DATE: **14-Jul-2011** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **MICC CENTER - FT KNOX
BLDG 1109B STE 250
199 6TH AVE
FORT KNOX KY 40121-5720** CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): 10A. MOD. OF CONTRACT/ORDER NO.: **X W9124D-05-C-0017** 10B. DATED (SEE ITEM 13): **X 30-Sep-2004**

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 offer is extended, is not extended.
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule**

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.243-1 Alt 1, Changes- Fixed Price**
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.)
Modification Control Number: **azzarell111657**
OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.

(CONTINUED)

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): **JAMES BRUCE - GENERAL MANAGER, HOW** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **HALL, DANNY L**

15B. CONTRACTOR/OFFEROR: **[Signature]** 15C. DATE SIGNED: **15 JUL 2011** 16B. UNITED STATES OF AMERICA: **[Signature]** 16C. DATE SIGNED: **21/12/2021**

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00040

- A. This modification adds CLINs 0031 and 0032 for funding purposes. SUBCLINs 002701, 002801, 002901, 003001 are hereby deleted and FY11 funding in the amount of \$1,081,746.00 for Year 7 Wastewater and Stormwater Utility Services (CLINs 0027 through 0030) has been moved to SUBCLIN 003101.
- B. SUBCLIN 003201 is hereby added for funding for Capital Improvement Projects (CLINs 0033 through 0045) in the amount of \$6,116,000.00.
- C. CLINs 0033 through 0045 are hereby added for Capital Improvement Projects which have been identified in the Capital Project Improvement Plan. Final negotiated prices for these projects are subject to the Kentucky Public Service Commission (PSC) review and approval process. Total cost of all projects is \$6,116,000.00.
- D. The total funded amount for this document is increased by \$6,116,000.00 from \$23,908,017.47 to \$30,024,017.47.
- E. As a result of Paragraph B above, the total cost of this contract was increased by \$6,116,000.00 from \$27,255,593.45 to \$33,371,593.45.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	FUNDING FOR YEAR 7 FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0002			\$0.00	\$0.00
					<hr/>
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003101	FY 11 FUNDS FFP For CLINs 0027 through 0030 FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0002		Dollars, U.S.		\$0.00
					<hr/>
NET AMT					\$0.00

ACRN AQ
CIN: GFEBS001006430200005
\$1,081,746.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Funding for Capital Improvement Projects FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003				\$0.00
					<hr/>
NET AMT					\$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

003201	FY 11 Funding FFP Funding for CLINs 0033 through 0045 FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003			\$0.00	\$0.00
--------	---	--	--	--------	--------

NET AMT	\$0.00
---------	--------

ACRN AR CIN: GFEB001006430200007	\$6,116,000.00
-------------------------------------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
---------	-------------------	----------	------	------------	--------

0033	Waste Water Treatment Plant Improvements FFP Replace HVAC in the primary treatment building. Add controls to primary treatment and disinfection processes. FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003	415,000	Dollars, U.S.	\$1.00	\$415,000.00
------	---	---------	------------------	--------	--------------

NET AMT	\$415,000.00
---------	--------------



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034		100,000	Dollars, U.S.	\$1.00	\$100,000.00

Brooks Field Phase III Improvements
FFP
Rehab/replace 9 manholes in Brooks Field area and approx. 2,500 LF of sewer main.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT	\$100,000.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035		406,000	Dollars, U.S.	\$1.00	\$406,000.00

Basin 2 Improvements
FFP
Rehab/replace approx. 3,800 LF of sewer main and 25 manholes in Basin 2.
Replace approx. 2,500 LF of sewer main and 5 manholes at the rail yard.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT	\$406,000.00
---------	--------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036		107,000	Dollars, U.S.	\$1.00	\$107,000.00

Basin 6 Improvements
FFP
Rehab/replace approx. 1,350 LF of sewer main and 8 manholes in Basin 6.

Reroute approx 400 LF of sewer main and 8 manholes in McAdams Field area.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT	\$107,000.00
---------	--------------



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037		1,025,000	Dollars, U.S.	\$1.00	\$1,025,000.00

Basin 7 Improvements
 FFP
 Install approx. 6,000 LF of sewer main, 20 manholes and retire Dietz lift station.

 Rehab/replace approx. 8,000 LF of sewer main and 40 manholes in Basin 7.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$1,025,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038		403,000	Dollars, U.S.	\$1.00	\$403,000.00

Basin 8 Improvements
 FFP
 Rehab/replace approx. 10,500 LF of sewer main and 65 manholes in Basin 8.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$403,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039		675,000	Dollars, U.S.	\$1.00	\$675,000.00

Lift Station Improvement Projects
 FFP
 Replace Chaffee lift station and basin 2 upgrades.
 Replace Matthews Place lift station and force main.
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$675,000.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040		1,200,000	Dollars, U.S.	\$1.00	\$1,200,000.00

Van Voorhis Area Improvements
FFP
Replace approx. 15,000 LF of sewer main, 120 manholes and lift station in
VanVoorhis.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT	\$1,200,000.00
---------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041		50,000	Dollars, U.S.	\$1.00	\$50,000.00

Lift Station Generators
FFP
Install a 16 KW generator at Camp Carlson lift station and Pinwheel lift station.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT	\$50,000.00
---------	-------------

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042		1,160,000	Dollars, U.S.	\$1.00	\$1,160,000.00

Basin 2 Storm water Improvements
FFP
Rehab/replace approx. 30 catch basins and replace approx 4,800 LF of piping from
12-48 inch dia. Around the Godman Airfield.
Replace approx. 300 LF of pipe and approx. 10 structures near Rail head.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$1,160,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043		250,000	Dollars, U.S.	\$1.00	\$250,000.00

Basin 3 Storm water Improvements
FFP
Install approx. 3,000 LF of storm drainage Basin 3.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$250,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		125,000	Dollars, U.S.	\$1.00	\$125,000.00

Basin 4 Storm water Improvements
FFP
Replace 40" box culvert near Frazier Rd. (under RR track).
FOB: Destination
PURCHASE REQUEST NUMBER: 0010064302-0003

NET AMT \$125,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045		200,000	Dollars, U.S.	\$1.00	\$200,000.00
	Basin 5 Storm water Improvements FFP Rehab/replace approx. 700 LF of concrete lined ditch. FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003				
					<hr/>
NET AMT					\$200,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$6,116,000.00 from \$23,908,017.47 to \$30,024,017.47.

SUBCLIN 002701:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200005) was decreased by \$690,171.00 from \$690,171.00 to \$0.00

SUBCLIN 002801:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200005) was decreased by \$116,520.00 from \$116,520.00 to \$0.00

SUBCLIN 002901:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200005) was decreased by \$235,239.00 from \$235,239.00 to \$0.00

SUBCLIN 003001:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200005) was decreased by \$39,816.00 from \$39,816.00 to \$0.00

SUBCLIN 003101:

Funding on SUBCLIN 003101 is initiated as follows:

ACRN: AQ

CIN: GFEB001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001



Increase: \$1,081,746.00

Total: \$1,081,746.00

Cost Code: A2ABH

SUBCLIN 003201:

Funding on SUBCLIN 003201 is initiated as follows:

ACRN: AR

CIN: GFEB001006430200007

Acctng Data: 02120112011202000001131312542ABH0089 1012.503.F4823 6100.9000021001

Increase: \$6,116,000.00

Total: \$6,116,000.00

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00041		3. EFFECTIVE DATE 29-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		J 1 4
6. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
CODE 316V9 FACILITY CODE				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt 1, Changes- Fixed Price					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell112407 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DANNY L HALL / CONTRACTING OFFICER TEL: 502.624.8048 EMAIL: danny.l.hall@us.army.mil		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 30-SEP 2011	16B. UNITED STATES OF AMERICA BY <i>Danny Hall</i> (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021 29-Sep-2011
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		

RECEIVED

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00041

- A. This modification fully funds Year 7 of the contract. SUBCLIN 003101 is increased by \$2,200,440.00 from \$1,081,746.00 to \$3,282,186.00.
- B. CLIN 0046 is added in the amount of \$8,992.57 for electrical charges erroneously billed to the contractor.
- C. Based on Paragraphs A and B above, the total cost of this contract is increased by \$8,992.57 from \$33,371,593.45 to \$33,380,586.02.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031	FUNDING FOR YEAR 7 FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0002			\$0.00	\$0.00

NET AMT	\$0.00
---------	--------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003101	FY 11 FUNDS FFP For CLINs 0027 through 0030 FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0002		Dollars, U.S.		\$0.00

NET AMT	\$0.00
---------	--------

ACRN AQ CIN: GFEB001006430200005	\$3,282,186.00
-------------------------------------	----------------

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	Electrical Charge True Up FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003	8,992.57	Dollars, U.S.	\$1.00	\$8,992.57

NET AMT	\$8,992.57
---------	------------

ACRN AQ CIN: GFEB001006430200009	\$8,992.57
-------------------------------------	------------

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,209,432.57 from \$30,024,017.47 to \$32,233,450.04.

SUBCLIN 003101:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200005) was increased by \$2,200,440.00 from \$1,081,746.00 to \$3,282,186.00

CLIN 0046:

Funding on CLIN 0046 is initiated as follows:

ACRN: AQ

CIN: GFEB001006430200009

Acctng Data: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001

Increase: \$8,992.57

Total: \$8,992.57

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 2
2. AMENDMENT/MODIFICATION NO. P00042		3. EFFECTIVE DATE 30-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. SEESCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		VW9124D	7. ADMINISTERED BY (If other than item 6) CODE See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Alt 1, Changes- Fixed Price					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell112413 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ERICKA A. SMITH / CONTRACTING OFFICER TEL: 502-624-4121 EMAIL: Ericka.Azzarell@usarmy.mil		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 30-SEP 2011	16B. UNITED STATES OF AMERICA BY <i>Ericka A. Smith</i> (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021 30-Sep-2011
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		

RECEIVED
 COMMISSION
 OF KENTUCKY
 PUBLIC SERVICE

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00042

- A. This modification corrects CLIN 0046. The total cost of this line item is decreased by \$70.00 from \$8,992.57 to \$8,922.57.
- B. Based on Paragraph A above, the total cost of this contract is decreased by \$70.00 from \$33,380,586.02 to \$33,380,516.02.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046		8,922.57	Dollars, U.S.	\$1.00	\$8,922.57
	Electrical Charge True Up FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003				
				NET AMT	\$8,922.57
	ACRN AQ CIN: GFEB001006430200009				\$8,922.57

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$70.00 from \$32,233,450.04 to \$32,233,380.04.

CLIN 0046:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001006430200009) was decreased by \$70.00 from \$8,992.57 to \$8,922.57

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 4
2. AMENDMENT/MODIFICATION NO. P00043	3. EFFECTIVE DATE 28-Jun-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B, STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.241-7					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzare#121442 OPERATION OF THE WASTEWATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KY.					

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) JAMES BRUCE - GENERAL MANAGER		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JAMES R. MEEKS TEL: 502-624-8438 EMAIL: rodney.meeke@usarmy.mil	
15B. CONTRACTOR/OFFEROR <i>(Signature)</i> (Signature of person authorized to sign)	15C. DATE SIGNED 29-JUNE-2012	16B. UNITED STATES OF AMERICA BY <i>(Signature)</i> (Signature of Contracting Officer)	16C. DATE SIGNED 29 JUN 12

RECEIVED

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 51.204

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00043

A. This modification establishes monthly charges to provide waste water and storm water utility services for Year 8 (1 Jul 12- 30 Jun 13) as follows:

0047	Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12- 30 Jun 13	
	12 months (1 Jul 12- 30 Jun 13) @ \$236,529.37/month	\$2,838,352.44
004701	FY 12 Funds for Waste Water	\$473,058.74
0048	Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12- 30 Jun 13	
	12 months (1 Jul 12- 30 Jun 13) @ \$39,816.00/month	\$477,792.00
004801	FY 12 Funds for Storm Water	\$79,632.00

The total cost of CLIN 0047 includes one-time startup costs for sampling requirements in the amount of \$6,843.66 and will not be included in future rates for waste water services.

B. Funding for Year 8 in the amount of \$552,690.74 is added to the contract under the respective SUBCLINS as indicated below.

C. Based on Paragraphs A and B above, the total cost of this contract is increased by \$3,316,144.44 from \$33,380,516.02 to \$36,696,660.46. The total funded amount is increased by \$552,690.74 from \$32,233,380.04 to \$32,786,070.78.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Waste Water Utility System, Ft. Knox, KY FFP 50 Year Contract- Year 8 (1 Jul 12- 30 Jun 13)	12	Months	\$236,529.37	\$2,838,352.44
	Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12- 30 Jun 13 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935			NET AMT	\$2,838,352.44
004701	FY12 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935				\$0.00
	ACRN AS CIN: GFEB001019093500001			NET AMT	\$0.00
					\$473,058.74
0048	Storm Water Utility System, Ft. Knox, KY FFP 50 Year Contract0 Year 8 (1 Jul 12- 30 Jun 13)	12	Months	\$39,816.00	\$477,792.00
	Monthly Charge to Provide Storm Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12- 30 Sep 13 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935			NET AMT	\$477,792.00
004801	FY12 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935				\$0.00
	ACRN AS CIN: GFEB001019093500002			NET AMT	\$0.00
					\$79,632.00

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

The following Delivery Schedule item has been added to CLINs 0047-0048:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2012 TO 30-JUN-2013	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK ROAD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$552,690.74 from \$32,233,380.04 to \$32,786,070.78.

SUBCLIN 004701:

Funding on SUBCLIN 004701 is initiated as follows:

ACRN: AS

CIN: GFEB001019093500001

Acctng Data: 02120122012202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$473,058.74

Total: \$473,058.74

Cost Code: A2ABH

SUBCLIN 004801:

Funding on SUBCLIN 004801 is initiated as follows:

ACRN: AS

CIN: GFEB001019093500002

Acctng Data: 02120122012202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$79,632.00

Total: \$79,632.00

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
				J	1 3
2. AMENDMENT/MODIFICATION NO. F00044		3. EFFECTIVE DATE 09-Jul-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B, STE 250 199 5TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell121481 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) JAMES R. MEEKS / CONTRACTING OFFICER TEL: 502-624-8438 EMAIL: RODNEY.MEEKS1@US.ARMY.MIL		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>James R. Meeks</i> (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021 09-Jul-2012
(Signature of person authorized to sign)					
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM NO. 10-83 Prescribed by GSA FAR (48 CFR) 53.243	

RECEIVED
 2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00044

A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT'S OBLIGATION, funds for September 2012 (Year 8) are added to the contract as follows:

SUBCLIN 004701	\$236,529.37
SUBCLIN 004801	\$39,816.00

B. Based on Paragraph A above, the total funded amount for this document is increased by \$276,345.37 from \$32,786,070.78 to \$33,062,416.15.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004701	FY12 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0003				\$0.00

NET AMT \$0.00

ACRN AS \$709,588.11
CIN: GFEB001019093500001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004801	FY12 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0003				\$0.00

NET AMT \$0.00

ACRN AS \$119,448.00
CIN: GFEB001019093500002

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$276,345.37 from \$32,786,070.78 to \$33,062,416.15.

SUBCLIN 004701:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500001) was increased by \$236,529.37 from \$473,058.74 to \$709,588.11

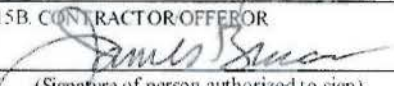

SUBCLIN 004801:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500002) was increased by \$39,816.00 from \$79,632.00 to \$119,448.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00045				3. EFFECTIVE DATE 15-Aug-2012	4. REQUISITION PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9043				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) PARAGRAPH C.11 "UPGRADES AND RENEWALS AND REPLACEMENTS"					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell121725 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) JAMES BRUCE / GOVERNOR MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RODNEY P. PRICKETT TEL: 502-624-8413 EMAIL: rod.prickett@us.army.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 08-AUGUST-2012	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 11-05)
Prescribed by GSA
FAR (48 CFR) 53.201



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00045

- A. In accordance with Paragraph C.11 of the PWS, "Upgrades and Renewals and Replacements," CLIN 0049 is hereby added for the Wilson Range Gravity Main Project Year 1. This project will be amortized over a 10 year payback period of 120 fixed monthly payments @ \$1,776.30/month for a total fixed price of \$213,156.42. The Year 1 total for CLIN 0049 is \$21,315.60.
- B. As a result of Paragraph A above, the total cost of this contract is increased by \$21,315.60 from \$36,696,660.46 to \$36,717,976.06. The total funded amount for this document is increased by \$21,315.60 from \$33,062,416.15 to \$33,083,731.75.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049		21,315.60	Dollars, U.S.	\$1.00	\$21,315.60
	Wilson Range Gravity Main Project Year 1 FFP Amortized over a 10 year payback period in accordance with Paragraph C.11 of the contract. 120 fixed monthly payments @ \$1,776.30/month= \$213,156.42 Year 1 total= \$21,315.60. FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0005				
				NET AMT	\$21,315.60
	ACRN AT CIN: GFEB001019093500005				\$21,315.60



SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0049:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-SEP-2012 TO 31-AUG-2013	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$21,315.60 from \$33,062,416.15 to \$33,083,731.75.

CLIN 0049:

Funding on CLIN 0049 is initiated as follows:

ACRN: AT

CIN: GFEB001019093500005

Acctng Data: 02120122012202000001131322542ABH0089 2012.12.0034 6100.9000021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 6**

2. AMENDMENT/MODIFICATION NO. **P00046** 3. EFFECTIVE DATE: **04-Sep-2012** 4. REQUISITION/PURCHASE REQ. NO.: **SEE SCHEDULE** 5. PROJECT NO (If applicable):

6. ISSUED BY: **MISSION AND INSTALLATION CONTRACTING CMD
MICC FORT KNOX
BLDG 1109B STE 250
199 6TH AVE
FORT KNOX KY 40121-5720** CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6): **See Item 6** CODE:

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11): X **10A. MOD. OF CONTRACT/ORDER NO.
W9124D-05-C-0017** 10B. DATED (SEE ITEM 13): X **30-Sep-2004**

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 Offer is extended, is not extended.
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) **PARAGRAPH C.11 "UPGRADES AND RENEWALS AND REPLACEMENTS"**

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.)
Modification Control Number: **azzarell121977**
WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.

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): **JAMES BRULE - GENERAL MANAGER** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **RODNEY P. PRICKETT**
TEL: **502-624-8413** EMAIL: **rod.prickett@us.army.mil**
15B. CONTRACTOR/OFFEROR: **James Brule** (Signature of person authorized to sign) 15C. DATE SIGNED: **07-SEP-2012** 16B. UNITED STATES OF AMERICA: **Rodney P. Prickett** (Signature of Contracting Officer) 16C. DATE SIGNED: **2/12/2021**
10 SEP 12

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD COMMISSION (0-83) Prescribed by CSF FAR (48 CFR) 53.243 **RECEIVED PUBLIC SERVICE COMMISSION OF KENTUCKY**

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00046

- A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT'S OBLIGATION, funds for October 2012 (Year 8) are added to the contract as follows:

SUBCLIN 004701	\$236,529.37
SUBCLIN 004801	\$39,816.00

- B. CLIN 0050 is hereby added for funding for Capital Improvement Projects (CLINs 0051 through 0058) in the amount of \$1,275,000.00.
- C. CLINs 0051 through 0058 are hereby added for Capital Improvement Projects which have been identified in the Capital Project Improvement Plan. Final negotiated prices for these projects are subject to the Kentucky Public Service Commission (PSC) review and approval process. Total cost of all projects is \$1,275,000.00.
- D. As a result of Paragraphs A through C above, the total cost of this contract was increased by \$1,275,000.00 from \$36,717,976.06 to \$37,992,976.06. The total funded amount for this document is increased by \$1,551,345.37 from \$33,083,731.75 to \$34,635,077.12.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004701	FY12 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007				\$0.00
				NET AMT	\$0.00
	ACRN AS CIN: GFEB001019093500001				\$946,117.48
004801	FY12 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007				\$0.00
				NET AMT	\$0.00
	ACRN AS CIN: GFEB001019093500002				\$159,264.00
0050	Funding for Capital Improvement Projects FFP Funding for CLINs 0051 through 0058 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007		Dollars, U.S.		\$0.00
				NET AMT	\$0.00
	ACRN AS CIN: GFEB001019093500008				\$1,275,000.00
0051	RAS Pump and Piping Replacement FFP for the Waste Water Treatment Plant FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	100,000	Dollars, U.S.	\$1.00	\$100,000.00
				NET AMT	\$100,000.00

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0052	Replace Polyblend Units FFP for the Waste Water Treatment Plant FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	20,000	Dollars, U.S.	\$1.00	\$20,000.00
				NET AMT	\$20,000.00
0053	Garage Door Replacements FFP for the Waste Water Treatment Plant FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	50,000	Dollars, U.S.	\$1.00	\$50,000.00
				NET AMT	\$50,000.00
0054	Rehab/Replace Manholes and Main Lines FFP in Basins 1,4,5,6 and 9 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	600,000	Dollars, U.S.	\$1.00	\$600,000.00
				NET AMT	\$600,000.00
0055	CIPP Lining for Collection System FFP 7,200 ft of Laterals FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	150,000	Dollars, U.S.	\$1.00	\$150,000.00
				NET AMT	\$150,000.00
0056	Pritchard Place Lift Station Improvement FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0007	15,000	Dollars, U.S.	\$1.00	\$15,000.00
				NET AMT	\$15,000.00

RECEIVED
 2/12/2021
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0057		305,000	Dollars, U.S.	\$1.00	\$305,000.00

Storm Water System Improvements
FFP
to include replacing headwalls, catch basins, grates and piping in each of the 10
basins in the Fort Knox service area.
FOB: Destination
PURCHASE REQUEST NUMBER: 0010190935-0007

NET AMT \$305,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0058		35,000	Dollars, U.S.	\$1.00	\$35,000.00

Roof Replacements
FFP
for buildings 7206, 7211 and 7212
FOB: Destination

NET AMT \$35,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLINS 0050-0058:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 21-SEP-2012 TO 20-SEP-2013	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,551,345.37 from \$33,083,731.75 to \$34,635,077.12.

SUBCLIN 004701:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500001) was increased by \$236,529.37 from \$709,588.11 to \$946,117.48

SUBCLIN 004801:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500002) was increased by \$39,816.00 from \$119,448.00 to \$159,264.00

SUBCLIN 005001:

Funding on SUBCLIN 005001 is initiated as follows:

ACRN: AS

CIN: GFEB001019093500008

Acctng Data: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001

Increase: \$1,275,000.00

Total: \$1,275,000.00

Cost Code: A2ABH



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	3
2. AMENDMENT/MODIFICATION NO. P00047	3. EFFECTIVE DATE 10-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 LIMITATION OF THE GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell122027 WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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)		
			RODNEY P. PRICKETT / CONTRACTING OFFICER		
			TEL: 502.624.8413 EMAIL: rod.pickett@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)				2/16/2012 10-Sep-2012	
				BY <i>Rodney Prickett</i> (Signature of Contracting Officer)	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84					
30-105-04					
<div style="border: 2px solid red; padding: 5px; display: inline-block;"> <p style="font-size: 2em; color: red; margin: 0;">RECEIVED</p> <p style="color: red; margin: 0;">PUBLIC SERVICE COMMISSION OF KENTUCKY</p> </div>					
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00047

A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT’S OBLIGATION, funds are added for Contract Year 8 as follows:

SUBCLIN 004701	\$1,892,234.96
SUBCLIN 004801	\$318,528.00

B. Based on Paragraph A above, the total funded amount for this document is increased by \$2,210,762.96 from \$34,635,077.12 to \$36,845,840.08.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047	Waste Water Utility System, Ft. Knox, KY FFP 50 Year Contract- Year 8 (1 Jul 12- 30 Jun 13)	12	Months	\$236,529.37	\$2,838,352.44
	Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12- 30 Jun 13 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935				
				NET AMT	\$2,838,352.44
004701	FY12 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010190935-0008				\$0.00
				NET AMT	\$0.00
	ACRN AS CIN: GFEB001019093500001				\$2,838,352.44



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048		12	Months	\$39,816.00	\$477,792.00

Storm Water Utility System, Ft. Knox, KY
 FFP
 50 Year Contract0 Year 8 (1 Jul 12- 30 Jun 13)

Monthly Charge to Provide Storm Water Utility Service in Accordance with
 Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 12-
 30 Sep 13
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010190935

NET AMT \$477,792.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
004801					\$0.00

FY12 Funds for Storm Water
 FFP
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010190935-0008

NET AMT \$0.00

ACRN AS \$477,792.00
 CIN: GFEB001019093500002

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,210,762.96 from \$34,635,077.12 to \$36,845,840.08.

SUBCLIN 004701:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500001) was increased by \$1,892,234.96 from \$946,117.48 to \$2,838,352.44

SUBCLIN 004801:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEB001019093500002) was increased by \$318,528.00 from \$159,264.00 to \$477,792.00



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00048		3. EFFECTIVE DATE 26-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	J	1 9
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1106B STE 256 198 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (if other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.241-7					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarelli31077 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) James Bruce, GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) RODNEY P. PRICKETT TEL: 502-624-8413 EMAIL: rod.p.prickett@us.army.mil		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 26-JUNE-2013	16B. UNITED STATES OF AMERICA <i>Rodney P. Prickett</i> (Signature of Contracting Officer)		16C. DATE SIGNED 27 JUN 13 2/12/2021

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 101-11.6
RECEIVED
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00048

- A. This modification establishes monthly charges to provide waste water and storm water utility services for Year 9 (1 Jul 13- 30 Jun 14) as follows:

0059	Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 13- 30 Jun 14	
	12 months (1 Jul 13- 30 Jun 14) @ \$235,959.06/month	\$2,831,508.72
005901	FY 13 Funds for Waste Water	\$943,836.24
0060	Monthly Charge to Provide Storm Water Utility System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 13-30 Jun 14	
	12 months (1 Jul 13- 30 Jun 14) @ \$39,816.00/ month	\$477,792.00
006001	FY 13 Funds for Storm Water	\$159,264.00

- B. In accordance with Paragraph C.11 of the PWS, "Upgrades and Renewals and Replacements," CLIN 0061 is hereby added for the Wilson Range Gravity Main Project Year 2. The Year 2 total for CLIN 0061 is \$21,315.60.
- C. CLIN 0062 is hereby added for funding for Capital Improvement Projects (CLINS 0063 through 0067) in the amount of \$600,000.00.
- D. CLINS 0063 through 0067 are hereby added for Capital Improvement Projects which have been identified in the Capital Project Improvement Plan. Final negotiated prices for these projects are subject to the Kentucky Public Service Commission (PSC) review and approval process. Total cost of all projects is \$600,000.00.
- E. As a result of Paragraphs A through C above, the total cost of this contract is increased by \$3,930,616.32 from \$37,992,976.06 to \$41,923,592.38. The total funded amount is increased by \$1,724,415.84 from \$36,845,840.08 to \$38,570,255.92.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$3,930,616.32 from \$37,992,976.06 to \$41,923,592.38.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0059 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0059	Waste Water Utility System, Ft. Knox, KY FFP 50 Year Contract- Year 9 (1 Jul 13- 30 Jun 14)	12	Months	\$235,959.06	\$2,831,508.72
	Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 13- 30 Jun 14 FOB: Destination				

NET AMT \$2,831,508.72

SUBCLIN 005901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005901	FY13 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402				\$0.00

NET AMT \$0.00

ACRN AU \$943,836.24
CIN: GFEB001034940200001

CLIN 0060 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0060	Storm Water Utility System, Ft. Knox, KY FFP 50 Year Contract- Year 9 (1 Jul 13- 30 Jun 14)	12	Months	\$39,816.00	\$477,792.00
Monthly Charge to Provide Storm Water Utility System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 13- 30 Jun 14 FOB: Destination					

NET AMT \$477,792.00

SUBCLIN 006001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006001	FY13 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402				\$0.00

NET AMT \$0.00

ACRN AU \$159,264.00
 CIN: GFEB001034940200002

CLIN 0061 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0061		21,315.60	Dollars, U.S.	\$1.00	\$21,315.60

Wilson Range Gravity Main Project Year 2
 FFP

Amortized over a 10 year payback period in accordance with Paragraph C.11 of the contract. 120 fixed monthly payments @ \$1,776.30/month= \$213,156.42
 Year 2 total= \$21,315.60

FOB: Destination

PURCHASE REQUEST NUMBER: 0010349402

NET AMT	\$21,315.60
---------	-------------

ACRN AV	\$21,315.60
CIN: GFEB001034940200003	

CLIN 0062 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0062				\$0.00	\$0.00

Funding for Capital Improvement Projects
 FFP

For CLINS 0063 through 0067

FOB: Destination

PURCHASE REQUEST NUMBER: 0010349402-0001

NET AMT	\$0.00
---------	--------

ACRN AW	\$600,000.00
CIN: GFEB001034940200004	

CLIN 0063 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0063		13,000	Dollars, U.S.	\$1.00	\$13,000.00
	Replace Rotor Gear Reducer FFP FOB: Destination				

NET AMT \$13,000.00

CLIN 0064 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0064		12,000	Dollars, U.S.	\$1.00	\$12,000.00
	Rebuild Blower for Digester FFP FOB: Destination				

NET AMT \$12,000.00

CLIN 0065 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0065		300,000	Dollars, U.S.	\$1.00	\$300,000.00
	Rehab/Replace Manholes FFP In Basins 1, 4 and 9 FOB: Destination				

NET AMT \$300,000.00

CLIN 0066 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0066	CIPP Lining FFP Of Approximately 3,600 Feet FOB: Destination	75,000	Dollars, U.S.	\$1.00	\$75,000.00
NET AMT					\$75,000.00

CLIN 0067 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0067	Storm Water Projects FFP For Basins 1 and 3 FOB: Destination	200,000	Dollars, U.S.	\$1.00	\$200,000.00
NET AMT					\$200,000.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0059:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 005901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0060:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 006001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government



The following Acceptance/Inspection Schedule was added for CLIN 0061:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0062:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0063:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0064:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0065:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0066:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

The following Acceptance/Inspection Schedule was added for CLIN 0067:
INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY
N/A N/A N/A Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,724,415.84 from \$36,845,840.08 to \$38,570,255.92.

SUBCLIN 005901:

Funding on SUBCLIN 005901 is initiated as follows:

ACRN: AU

CIN: GFEB001034940200001

Acctg Data: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001



Increase: \$943,836.24

Total: \$943,836.24

Cost Code: A2ABH

SUBCLIN 006001:

Funding on SUBCLIN 006001 is initiated as follows:

ACRN: AU

CIN: GFEB001034940200002

Acctng Data: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001

Increase: \$159,264.00

Total: \$159,264.00

Cost Code: A2ABH

CLIN 0061:

Funding on CLIN 0061 is initiated as follows:

ACRN: AV

CIN: GFEB001034940200003

Acctng Data: 0212013201320200000113132254 M.0001680.32 6100.9000021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

CLIN 0062:

Funding on CLIN 0062 is initiated as follows:

ACRN: AW

CIN: GFEB001034940200004

Acctng Data: 0212013201320200000113131254 S.0005431.31.504.3 6100.9000021001

Increase: \$600,000.00

Total: \$600,000.00

Cost Code: A2ABH

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY



DEPARTMENT OF THE ARMY
MISSION AND INSTALLATION CONTRACTING COMMAND CENTER - FORT KNOX
199 6TH AVENUE, SUITE 256
FORT KNOX, KENTUCKY 40121-5720

REPLY TO
ATTENTION OF

CCMI-CKX-KX

26 June 2013

MEMORANDUM FOR Contracts Attorney, Marcella Bradley

SUBJECT: Year 9 of Contract No. W9124D-05-C-0017, Operation of the Waste Water and Storm Water Utility Systems for Fort Knox, KY

1. Forwarded for your review and comments is the draft modification P00048 for subject contract. Subject contract is extended through Year 9, 1 July 2013 through 31 June 2014 at a cost of \$3,930,616.32.
2. Total cost of the contract will increase by \$3,930,616.32, from \$37,992,976.06 to \$41,923,592.38.
3. POC is Ericka Smith, Contracting Officer, 624-4121.
- PSC REGULATED
- BONA FIDE CAPITAL PROJECTS

STEVEN J. FRIES 26 JUN 2013
Chief, Contract Management Division

1 Encl

1. Supporting Documentation

CCMI-RCK

MFR

1. Proposed notice has been reviewed and this office has / has no legal objections.

2. Remarks: _____

MARCELLA D. BRADLEY
Contracts Attorney



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	5
2. AMENDMENT/MODIFICATION NO. P00049	3. EFFECTIVE DATE 15-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 LIMITATION OF THE GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell131594 OPERATION OF THE WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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)		
			DANNY L. HALL / CONTRACTING OFFICER		
			TEL: 502.624.8048 EMAIL: danny.l.hall@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			BY <i>Danny L. Hall</i> (Signature of Contracting Officer)		2/12/2021 15-Jul-2013
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84					
30-105-04					
<div style="border: 2px solid red; padding: 5px; display: inline-block;"> RECEIVED PUBLIC SERVICE COMMISSION OF KENTUCKY STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 </div>					

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00049

- A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT’S OBLIGATION, this contract is funded through February 2014 on the following SUBCLINS:

SUBCLIN	AMOUNT
005901	\$943,836.24
006001	159,264.00

- B. Based on Paragraph A, the total funded amount for this document is increased by \$1,103,100.24 from \$38,570,255.92 to \$39,673,356.16. The total cost of this contract remains unchanged at \$41,923,592.38.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005901					\$0.00
	FY13 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402-0003				
				NET AMT	\$0.00
	ACRN AU CIN: GFEB001034940200001				\$1,887,672.48

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006001					\$0.00
	FY13 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402-0003				
				NET AMT	\$0.00
	ACRN AU CIN: GFEB001034940200002				\$318,528.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0059:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0060:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0061:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0062:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0063:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES
-----------------------------------	-----	--	--------

The following Delivery Schedule item has been added to CLIN 0064:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0065:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0066:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

The following Delivery Schedule item has been added to CLIN 0067:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2013 TO 30-JUN-2014	N/A	DIRECTORATE OF PUBLIC WORKS CRP BLDG 2803 MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	W22PES

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,103,100.24 from \$38,570,255.92 to \$39,673,356.16.

SUBCLIN 005901:

AU: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001034940200001) was increased by \$943,836.24 from \$943,836.24 to \$1,887,672.48

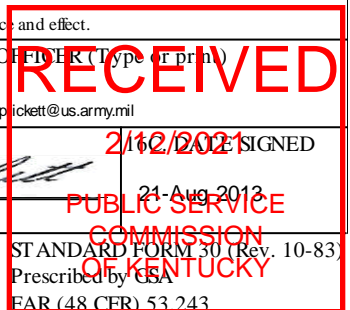
SUBCLIN 006001:

AU: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001034940200002) was increased by \$159,264.00 from \$159,264.00 to \$318,528.00

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO. P00050	3. EFFECTIVE DATE 21-Aug-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 LIMITATION OF THE GOVERNMENT'S OBLIGATION				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell131772 OPERATION OF THE WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.				
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) RODNEY P. PRICKETT / CONTRACTING OFFICER TEL: 502.624.8413 EMAIL: rod.pickett@us.army.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Rodney Prickett</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		21-Aug-2013		
		21-Aug-2013		



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00050

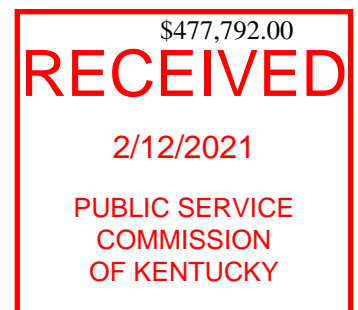
- A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT'S OBLIGATION, this contract is funded through June 2014 on the following SUBCLINS:

SUBCLIN	AMOUNT
005901	\$943,836.24
006001	159,264.00

- B. Based on Paragraph A, total funded amount for this document is increased by \$1,103,100.24 from \$39,673,356.16 to \$40,776,456.40. The total cost of this contract remains unchanged at \$41,923,592.38.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005901					\$0.00
	FY13 Funds for Waste Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402-0005				
				NET AMT	\$0.00
	ACRN AU CIN: GFEB001034940200001				\$2,831,508.72

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006001					\$0.00
	FY13 Funds for Storm Water FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010349402-0005				
				NET AMT	\$0.00
	ACRN AU CIN: GFEB001034940200002				



SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,103,100.24 from \$39,673,356.16 to \$40,776,456.40.

SUBCLIN 005901:

AU: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001034940200001) was increased by \$943,836.24 from \$1,887,672.48 to \$2,831,508.72

SUBCLIN 006001:

AU: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001034940200002) was increased by \$159,264.00 from \$318,528.00 to \$477,792.00

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO. P00051	3. EFFECTIVE DATE 13-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
		X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell14438 OPERATION OF THE WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.				
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)		
		RICHARD J. TORRES / CONTRACTING OFFICER TEL: 502-624-5268 EMAIL: Richard.J.Torres@us.army.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)		BY <i>Richard J. Torres</i>		2/12/2014 13-Feb-2014
		(Signature of Contracting Officer)		PUBLIC SERVICE COMMISSION OF KENTUCKY
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

INVOICING INSTRUCTIONS

- A. This modification updates ARMY ELECTRONIC INVOICING INSTRUCTIONS.
- B. All other terms and conditions remain unchanged.

ARMY ELECTRONIC INVOICING INSTRUCTIONS (Feb 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

Wide Area Workflow (WAWF) (see instructions below)

Web Invoicing System (WInS) (<https://ecweb.dfas.mil>)

American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

Other (please specify) _____

DFAS POC and Phone: _____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) (*Contract Specialist fill in DFAS location as indicated on purchase order/contract*) at (*Contract Specialist fill in DFAS vendor pay phone number*) or faxed to (*Contract Specialist fill in DFAS vendor pay fax number*). Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT (*Contract Specialist check appropriate line*)

Commercial Item Financing



- Construction Invoice (Contractor Only)
- Invoice (Contractor Only)
- Invoice and receiving Report (COMBO)
- Invoice as 2-in-1 (Services only)
- Performance Based Payment (Government Only)
- Progress Payment (Government Only)
- Cost Voucher (Government Only)
- Receiving Report (Government Only)
- Receiving Report with Unique Identification (*UID) Data (Government Only)

*UID is a new globally unique "part identifier" containing data elements used to track DOD parts through their life cycle.

- Summary Cost Voucher (Government Only)

CAGE CODE: *316V9*

ISSUE BY DODAAC: *W9124D*

ADMIN BY DODAAC: *W9124D*

INSPECT BY DODAAC: **W22PES**

ACCEPT BY DODAAC: **W22PES**

SHIP TO DODAAC: **W22PES**

UIC: W6CDA

COMMAND: US ARMY GARRISON IMCOM-SE – SOUTHEAST REGION

FSC: (Contract Specialist enter FSC)

EMAIL POINTS OF CONTACT

ACCEPTOR: **kenny.muse1@us.army.mil**

RECEIVING OFFICE POC: **kenny.muse1@us.army.mil**

CONTRACTING OFFICER: *ericka.a.smith@us.army.mil*

For additional information contact: *Ericka Smith, 502-624-4121*

(End of Summary of Changes)

RECEIVED

2/12/2021

**PUBLIC SERVICE
COMMISSION
OF KENTUCKY**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)
		18-Mar-2014		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	W9124D	See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)			9A. AMENDMENT OF SOLICITATION NO.	
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			10B. DATED (SEE ITEM 13)	
CODE 316V9			X 30-Sep-2004	
FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) C.11 Upgrades and Renewals and Replacements				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell14595 OPERATION OF THE WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.				
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)	
JAMES BRUCE / GENERAL MANAGER - HCWD			TEL: EMAIL:	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATED
<i>James Bruce</i>		19-MARCH-2014	BY	2/12/2014
(Signature of person authorized to sign)			(Signature of Contracting Officer)	

RECEIVED
 2/12/2014
 PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

P00052

- A. In accordance with Paragraph C. 11 of the PWS, "Upgrades and Renewals and Replacements, CLIN 0068 is hereby added to install sewer lines for Coco Fuel Sites at Frazier Road and 9th Armor Road in accordance with previously furnished PWS.
- B. Based on Paragraph A above, the total cost of this contract is increased by \$64,539.00 from \$41,923,592.38 to \$41,988,131.38. The total funded amount is increased by \$64,539.00 from \$40,776,456.40 to \$40,840,995.40.

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$64,539.00 from \$41,923,592.38 to \$41,988,131.38.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0068 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Sewer Lines for Coco Fuel Sites FFP at Frazier Road and 9th Armor Road FOB: Destination PURCHASE REQUEST NUMBER: 0010487919-0001	1	Job	\$64,539.00	\$64,539.00
NET AMT					\$64,539.00
ACRN AX CIN: GFEB001048791900001					\$64,539.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0068:



INSPECT AT
N/A

INSPECT BY
N/A

ACCEPT AT
N/A

ACCEPT BY
Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to CLIN 0068:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 18-MAR-2014 TO 18-JUN-2014	N/A	ESD DIRECTORATE OF PUBLIC WORKS ESD DIRECTORATE OF PUBLIC WORKS 1110A 125 6TH AVE FORT KNOX KY 40121-5719 502-624-7887 FOB: Destination	W22PES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$64,539.00 from \$40,776,456.40 to \$40,840,995.40.

CLIN 0068:

Funding on CLIN 0068 is initiated as follows:

ACRN: AX

CIN: GFEB001048791900001

Acctng Data: 0212014201420200000113132254 M.0001680.32 6100.9000021001

Increase: \$64,539.00

Total: \$64,539.00

Cost Code: A2ABH

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE 01-Jul-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) FAR 52.241-7						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell14890 OPERATION OF THE WASTEWATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KY.						
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) JAMES BRUCE, GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Stephanie A. Bowman			
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)			15C. DATE SIGNED 24 JUNE 2014		16B. UNITED STATES OF AMERICA BOWMAN,STEPHAN BY JE A 1103387228 (Signature of Contracting Officer)	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		60. DATE SIGNED 24 June 2014 2/12/2021	



STANDARD FORM 30 (Rev. 10-83)
Prescribed by FAR (48 CFR 101-11.6)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00053

- A. This modification establishes monthly charges to provide waste water and storm water utility services for Year 10 (1 Jul 14- 30 Jun 15) as follows:

0069 Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 14- 30 Jun 15

12 months (1 Jul 14- 30 Jun 15) @ \$235,959.06/month \$2,831,508.72

006901 FY14 Funds for Waste Water \$943,836.24

0070 Monthly Charge to Provide Storm Water Utility System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 14-30 Jun 15

12 months (1 Jul 14- 30 Jun 15) @ \$39,816.00/ month \$477,792.00

007001 FY14 Funds for Storm Water \$159,264.00

- B. In accordance with Paragraph C.11 of the PWS, "Upgrades and Renewals and Replacements," CLIN 0071 is hereby added for the Wilson Range Gravity Main Project Year 3. The Year 3 total for CLIN 0071 is \$21,315.60.
- C. CLIN 0072 is hereby added for funding for Capital Improvement Projects (CLINS 0073 through 0079) in the amount of \$642,000.00.
- D. CLINS 0073 through 0079 are hereby added for Capital Improvement Projects which have been identified in the Capital Project Improvement Plan. Final negotiated prices for these projects are subject to the Kentucky Public Service Commission (PSC) review and approval process. Total cost of all projects is \$642,000.00.
- E. As a result of Paragraphs A through C above, the total cost of this contract is increased by \$3,972,616.32 from \$41,988,131.38 to \$45,960,747.70. The total funded amount is increased by \$1,766,415.84 from \$40,840,995.40 to \$42,607,411.24.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0069 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069		12	Months	\$235,959.06	\$2,831,508.72

Waste Water Utility System, Ft. Knox, KY
FFP

50 Year Contract- Year 10 (1 Jul 14- 30 Jun 15)

Monthly Charge to Provide Waste Water Utility Service in Accordance with
Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 14-
30 Jun 15

FOB: Destination

PURCHASE REQUEST NUMBER: 0010533849

NET AMT	\$2,831,508.72
---------	----------------

SUBCLIN 006901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006901					\$0.00

FY14 Funding
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0010533849

NET AMT	\$0.00
---------	--------

ACRN AY

CIN: GFEB001053384900001

\$943,836.24

CLIN 0070 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070		12	Months	\$39,816.00	\$477,792.00

Storm Water Utility System, Ft. Knox, KY
FFP

50 Year Contract- Year 10 (1 Jul 14- 30 Jun 15)

Monthly Charge to Provide Storm Water Utility System Service in Accordance
with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul
14- 30 Jun 15

FOB: Destination

PURCHASE REQUEST NUMBER: 0010533849

NET AMT	\$477,792.00
---------	--------------

SUBCLIN 007001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007001					\$0.00

FY14 Funding
FFP

FOB: Destination

PURCHASE REQUEST NUMBER: 0010533849

NET AMT	\$0.00
---------	--------

ACRN AY

CIN: GFEB001053384900002

\$159,264.00

CLIN 0071 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0071	Wilson Range Gravity Main Project Year 3 FFP Amortized over a 10 year payback period in accordance with Paragraph C.11 of the contract. 120 fixed monthly payments @ \$1,776.30/month= \$213,156.42 FOB: Destination PURCHASE REQUEST NUMBER: 0010533849	12		\$1,776.30	\$21,315.60

NET AMT \$21,315.60

ACRN AX \$21,315.60
CIN: GFEB001053384900003

CLIN 0072 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0072	Funding for Capital Improvement Projects FFP For CLINs 0073 through 0079 FOB: Destination PURCHASE REQUEST NUMBER: 0010533849			\$0.00	\$0.00

NET AMT \$0.00

ACRN AZ \$642,000.00
CIN: GFEB001053384900004

CLIN 0073 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0073		30,000	Dollars, U.S.	\$1.00	\$30,000.00

RAS Pump Replacements
 FFP
 for Clarifiers #1 and #2
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$30,000.00

CLIN 0074 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0074		10,000	Dollars, U.S.	\$1.00	\$10,000.00

Repair Approximately
 FFP
 16 Storm Bridge Culverts
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$10,000.00

CLIN 0075 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0075		15,000	Dollars, U.S.	\$1.00	\$15,000.00

Install Roof on Disinfection
 FFP
 Building and Evaluate Waste Water Treatment Plant Main Electrical Equipment
 Feed
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$15,000.00

RECEIVED

2/12/2021

PUBLIC SERVICE
 COMMISSION
 OF KENTUCKY

CLIN 0076 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0076		12,000	Dollars, U.S.	\$1.00	\$12,000.00

Replace Approximately 15
FFP
Entry/Exit Doors at the Waste Water Treatment Plant
FOB: Destination
PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$12,000.00

CLIN 0077 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0077		300,000	Dollars, U.S.	\$1.00	\$300,000.00

Rehabilitate/Replace Approximately 20
FFP
Manholes and Approximately 2,000 Linear Feet of Main Sewer Lines in Various
Basins
FOB: Destination
PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$300,000.00

CLIN 0078 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0078		75,000	Dollars, U.S.	\$1.00	\$75,000.00

Rehabilitate Approximately 400
FFP
Linear Feet of Main Sewer Lines in Various Basins
FOB: Destination
PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$75,000.00

CLIN 0079 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0079		200,000	Dollars, U.S.	\$1.00	\$200,000.00

Rehabilitate/Replace Approximately 1,500
FFP
Feet of Storm Sewer Piping and Appurtenances
FOB: Destination
PURCHASE REQUEST NUMBER: 0010533849

NET AMT \$200,000.00

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,766,415.84 from \$40,840,995.40 to \$42,607,411.24.

SUBCLIN 006901:
Funding on SUBCLIN 006901 is initiated as follows:

ACRN: AY

CIN: GFEB001053384900001

Acctg Data: 0212014201420200000113131233 S.0005431.31.504.3 6100.0124021001



Increase: \$943,836.24

Total: \$943,836.24

Cost Code: A2ABH

SUBCLIN 007001:

Funding on SUBCLIN 007001 is initiated as follows:

ACRN: AY

CIN: GFEB001053384900002

Acctng Data: 0212014201420200000113131233 S.0005431.31.504.3 6100.0124021001

Increase: \$159,264.00

Total: \$159,264.00

Cost Code: A2ABH

CLIN 0071:

Funding on CLIN 0071 is initiated as follows:

ACRN: AX

CIN: GFEB001053384900003

Acctng Data: 0212014201420200000113132254 M.0001680.32 6100.9000021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

CLIN 0072:

Funding on CLIN 0072 is initiated as follows:

ACRN: AZ

CIN: GFEB001053384900004

Acctng Data: 0212014201420200000113131254 S.0005431.31.504.3 6100.9000021001

Increase: \$642,000.00

Total: \$642,000.00

Cost Code: A2ABH



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 4
2. AMENDMENT/MODIFICATION NO. P00054	3. EFFECTIVE DATE 07-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO (If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) C.11 Upgrades and Renewals and Replacements				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell141296 WASTEWATER AND STORM WATER SERVICES FOR DPW, FORT KNOX, KY.				
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) JAMES BRUCE, GENERAL MANAGER, HEMA		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 7-AUG-2014	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 2/12/2021
			BY (Signature of Contracting Officer)	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 101-11.6
RECEIVED
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:
P00054

A. Funding on SUBCLIN 003201 is decreased by \$716,438.22 to reflect work performed on CLIN 0037.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Funding for Capital Improvement Projects FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003			\$0.00	\$0.00
				NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003201	FY 11 Funding FFP Funding for CLINs 0033 through 0045 FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003			\$0.00	\$0.00
				NET AMT	\$0.00

ACRN AR
CIN: GFEB001006430200007

\$5,399,561.78



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037	Basin 7 Improvements FFP Install approx. 6,000 LF of sewer main, 20 manholes and retire Dietz lift station. Rehab/replace approx. 8,000 LF of sewer main and 40 manholes in Basin 7. FOB: Destination PURCHASE REQUEST NUMBER: 0010064302-0003	308,561.78	Dollars, U.S.	\$1.00	\$308,561.78
NET AMT					\$308,561.78

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$716,438.22 from \$45,960,747.70 to \$45,244,309.48.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0037

The pricing detail quantity has decreased by 716,438.22 from 1,025,000.00 to 308,561.78.
 The total cost of this line item has decreased by \$716,438.22 from \$1,025,000.00 to \$308,561.78.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0037 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 15-JUL-2011 TO 30-JUN-2012	N/A	DIRECTORATE OF PUBLIC WORKS KENNETH MUSE 126 6TH AVE BLDG 1110A STE 316 FORT KNOX KY 40121-5719 502-624-5830 FOB: Destination	W22PES

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
---------------	----------	-----------------



POP 15-JUL-2011 TO
30-JUN-2012

N/A

DIRECTORATE OF PUBLIC WORKS
KENNETH MUSE
126 6TH AVE
BLDG 1110A STE 316
FORT KNOX KY 40121-5719
502-624-5830
FOB: Destination

W22PES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$716,438.22 from \$42,607,411.24 to \$41,890,973.02.

SUBCLIN 003201:

AR: 02120112011202000001131312542ABH0089 1012.503.F4823 6100.9000021001 A2ABH (CIN
GFEB001006430200007) was decreased by \$716,438.22 from \$6,116,000.00 to \$5,399,561.78

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00055	3. EFFECTIVE DATE 26-Aug-2014	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: azzarell141425 WASTEWATER AND STORM WATER SERVICES FOR DPW, FORT KNOX, KY.				
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 OFFEROR (Type or print) DANNY L. HALL / CONTRACTING OFFICER TEL: 502.624.8048 EMAIL: danny.l.hall@us.army.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Danny L. Hall</i> (Signature of Contracting Officer)	
(Signature of person authorized to sign)			2/12/2014 16C. DATE SIGNED 26-Aug-2014 PUBLIC SERVICE COMMISSION OF KENTUCKY	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by reference:

252.232-7007 Limitation Of Government's Obligation APR 2014

The following have been added by full text:

P00055

- A. In accordance with DFARS 252.232-7007, LIMITATION OF THE GOVERNMENT'S OBLIGATION, Year 10 of the contract is hereby fully funded.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0069	Waste Water Utility System, Ft. Knox, KY FFP 50 Year Contract- Year 10 (1 Jul 14- 30 Jun 15) Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 14- 30 Jun 15 FOB: Destination PURCHASE REQUEST NUMBER: 0010533849	12	Months	\$235,959.06	\$2,831,508.72
NET AMT					\$2,831,508.72



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
006901					\$0.00

FY14 Funding
 FFP
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849-0002

NET AMT \$0.00

ACRN AY \$2,831,508.72
 CIN: GFEB001053384900001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0070		12	Months	\$39,816.00	\$477,792.00

Storm Water Utility System, Ft. Knox, KY
 FFP
 50 Year Contract- Year 10 (1 Jul 14- 30 Jun 15)

Monthly Charge to Provide Storm Water Utility System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 14- 30 Jun 15
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849

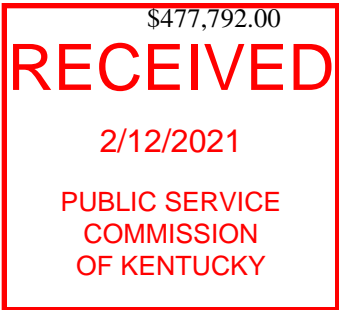
NET AMT \$477,792.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
007001					\$0.00

FY14 Funding
 FFP
 FOB: Destination
 PURCHASE REQUEST NUMBER: 0010533849-0002

NET AMT \$0.00

ACRN AY
 CIN: GFEB001053384900002



SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,206,200.48 from \$41,890,973.02 to \$44,097,173.50.

SUBCLIN 006901:

AY: 0212014201420200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001053384900001) was increased by \$1,887,672.48 from \$943,836.24 to \$2,831,508.72

SUBCLIN 007001:

AY: 0212014201420200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEB001053384900002) was increased by \$318,528.00 from \$159,264.00 to \$477,792.00

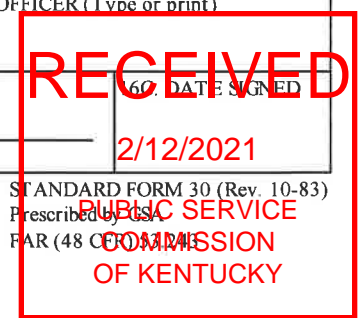
(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	10
2. AMENDMENT/MODIFICATION NO. P00056	3. EFFECTIVE DATE 01-Jul-2015	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO (If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.241-7					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: torres15622 WASTE AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY.					
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) JAMES BRUCE, GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)			15C. DATE SIGNED 24-JUN-2015		16B. UNITED STATES OF AMERICA
			BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P-56

THIS MODIFICATION EXECUTES YEAR 11 (1JUL15-30JUN16) OF THE 50 YEAR AGREEMENT. ALSO IMPLEMENTS WASTEWATER MONITORING PROGRAM (WMP) DATED 4 FEB 2015 (ATTACHED).

Option Year 11 Deletes the "Pretreatment Program" paragraph under "J23.3 Specific Service Requirement". Delete entire "Pretreatment Program" paragraph and substitute the following:

"Wastewater Monitoring Program - The Contractor shall implement a Wastewater Monitoring Program ("WMP") which will be written and maintained by Fort Knox DPW Environment Office. The objective of the WMP at Fort Knox is to protect the wastewater treatment system and ultimately protect the downstream tributaries from industrial pollutants that pass through the Fort Knox Wastewater Treatment Plant untreated. The Contractor shall monitor, sample, test, inspect, report, and make technical recommendations to the Government in accordance with the WMP. The contractor shall sample approximately 10 location on the Fort Knox installation. Each sample shall be tested for approximately 19 parameters. The current Wastewater Monitoring Program dated 04 February 2015 is attached."

MODIFICATION ALSO FIXES P00046, PAGE 6, SUBCLIN 005001. THIS MODIFICATION INFORMS THE CONTRACTOR TO INVOICE USING SUBCLIN 005001 NOT CLIN 0050. FUNDING IS ON 005001.

THIS MODIFICATION DECREASES CLIN 0068 TO REFLECT ACTUAL COSTS AT THE COCO FUEL SITE.

THE TOTAL COST OF THIS CONTRACT IS INCREASED BY \$4,170,730.57 from \$45,244,309.48 to \$49,415,040.05.

THE TOTAL FUNDED AMOUNT OF THIS CONTRACT IS INCREASED BY \$4,170,730.57 from \$44,097,173.50 to \$48,267,904.07.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0068	Sewer Lines for Coco Fuel Sites FFP at Frazier Road and 9th Armor Road FOB: Destination PURCHASE REQUEST NUMBER: 0010487919-0001	1	Job	\$25,653.25	\$25,653.25

NET AMT \$25,653.25

ACRN AX \$25,653.25
CIN: GFEB001048791900001

CLIN 0068

The unit price amount has decreased by \$38,885.75 from \$64,539.00 to \$25,653.25.
The total cost of this line item has decreased by \$38,885.75 from \$64,539.00 to \$25,653.25.

CLIN 0080 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0080 EXERCISED OPTION	Contract- Year 11 (1 Jul 15- 30 Jun16) FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accorcance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 15- 30 Jun 16 FOB: Destination	1	Job	\$0.00	\$0.00

NET AMT \$0.00

CLIN 0081 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0081 EXERCISED OPTION	YR 11 WASTEWATER S.0005431.31.504.7 FFP	12	Months	\$235,959.06	\$2,831,508.72
<p>Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement. For the Period 1 Jul 15- 30 Jun 16 12 months X \$235,959.06 per month \$2,831,508.72. FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0001</p>					

NET AMT \$2,831,508.72

ACRN BA \$2,831,508.72
CIN: GFEB001070451500001

CLIN 0082 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0082 EXERCISED OPTION	YR 11 STORMWATER S.0005431.31.504.7 FFP	12	Months	\$39,816.00	\$477,792.00
<p>Year Contract- Year 11 (1 Jul 15- 30 Jun 16)</p> <p>Monthly Charge to Provide Storm Water Utility System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 15- 30 Jun 16 . 12 months X \$39,816.00 per month and \$477,792.00 annually. FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0001</p>					

NET AMT \$477,792.00

ACRN BA \$477,792.00
CIN: GFEB001070451500002

CLIN 0083 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0083		879,000	Each	\$1.00	\$879,000.00
EXERCISED OPTION	FUNDING CLIN FOR CAPITAL IMPVMT FFP CAPITAL IMPVMT S.0005431.31.504.7 SUBCLINS FOR WORK PROJECTS ARE LISTED BELOW. CONTRACTOR SHALL INVOICE ACCORDING TO APPLICABLE PROJECT. FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0001				

NET AMT \$879,000.00

ACRN BB \$879,000.00
 CIN: GFEB001070451500003

SUBCLIN 008301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008301					\$0.00
	Project #1 FFP Potts Motor Park Sanitary Reroute \$75,000.00 FOB: Destination				

NET AMT \$0.00

SUBCLIN 008302 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008302					\$0.00
	Project #2 FFP Replace Sluice Gate for Contact Tank #2 \$13,000.00 FOB: Destination				

NET AMT \$0.00

SUBCLIN 008303 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008303	Project #3 FFP LS 5538 Improvements			\$80,000.00	\$0.00
	FOB: Destination				

NET AMT \$0.00

SUBCLIN 008304 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008304	Project #4 FFP Rehab or Replace Storm Water Drainage in Basins			\$200,000.00	\$0.00
	BASIN #1 BASIN #3 BASIN #4 BASIN #5 BASIN #6 BASIN #8				
	FOB: Destination				

NET AMT \$0.00

SUBCLIN 008305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008305	Project #5 FFP Replace WAS Pump			\$6,000.00	\$0.00
	FOB: Destination				

NET AMT \$0.00

SUBCLIN 008306 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008306	Project #6 FFP Rehab/Replace Manholes and Main Lines in Basins listed below \$300,000.00. BASIN #1 BASIN #3 BASIN #4 BASIN #5 BASIN #6 BASIN #8 FOB: Destination				\$0.00

NET AMT \$0.00

SUBCLIN 008307 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008307	Project #7 FFP Reroute/Replace Custer Gravity Line to LS-4210 \$100,000.00 FOB: Destination				\$0.00

NET AMT \$0.00

SUBCLIN 008308 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008308	Project #8 FFP Rehab Lift Station LS-4015 \$25,000.00 FOB: Destination				\$0.00

NET AMT \$0.00

SUBCLIN 008309 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008309	Project #9 FFP Lift Station Elimination Project \$80,000.00. FOB: Destination				\$0.00
NET AMT					\$0.00

CLIN 0084 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0084 EXERCISED OPTION	FUNDING CLIN FOR WILSON RANGE SEWER FFP Amortized over a 10 year payback period in accordance with Paragraph C.11 of the contract. 120 fixed monthly payments @ \$1,776.30/month= \$213,156.00 or \$21,315.60 per year. YEAR 4. FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0001	12	Months	\$1,776.30	\$21,315.60
NET AMT					\$21,315.60
ACRN BB					\$21,315.60
CIN: GFEB001070451500004					

SECTION G - CONTRACT ADMINISTRATION DATA
 Accounting and Appropriation
 Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$4,170,730.57 from \$44,097,173.50 to \$48,267,904.07.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005001	Dollars, U.S.			\$0.00	
Funding for Capital Improvement Projects					
FFP					
Funding for CLINs 0051 through 0058					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010190935-0007					

NET AMT \$0.00



ACRN AS
CIN: GFEB001019093500008
\$1,275,000.00

Funding on SUBCLIN 005001 reads as follows:

Accounting Data: 02120122012202000001131312542ABH0089 1012.503
6100.9000021001
COST CODE: A2ABH

CIN GFEB001019093500008: \$1,275,000.00

ITEM NO
CLIN 0068:

AX: 0212014201420200000113132254 M.0001680.32 6100.9000021001 A2ABH (CIN
GFEB001048791900001) was decreased by \$38,885.75 from \$64,539.00 to \$25,653.25

CLIN 0081:
Funding on CLIN 0081 is initiated as follows:

ACRN: BA

CIN: GFEB001070451500001

Acctng Data: 0212015201520200000113131233 S.0005431.31.504.7 6100.0124021001

Increase: \$2,831,508.72

Total: \$2,831,508.72

Cost Code: A2ABH

CLIN 0082:
Funding on CLIN 0082 is initiated as follows:

ACRN: BA

CIN: GFEB001070451500002

Acctng Data: 0212015201520200000113131233 S.0005431.31.504.7 6100.0124021001

Increase: \$477,792.00

Total: \$477,792.00

Cost Code: A2ABH

CLIN 0083:
Funding on CLIN 0083 is initiated as follows:

ACRN: BB

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CIN: GFEB001070451500003

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$879,000.00

Total: \$879,000.00

Cost Code: A2ABH

CLIN 0084:

Funding on CLIN 0084 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500004

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$21,315.60


Total: \$21,315.60

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00057			J	1 8	
3. EFFECTIVE DATE 06-Jul-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: torres151166 Waste Water Fort Knox, KY. The purpose of this modification is to designate line of accounting for SUBCLINS to 0083. The total funded amount remains unchanged at \$45,507,420.07. The total amount of the contract remains unchanged at \$49,415,040.05.					
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)		
			ERICKA A. AZZARELLO / CONTRACTING OFFICER TEL: 502-624-4121 EMAIL: ericka.azzarello.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)			BY <i>Ericka A. Azzarello</i> 2/16/2021 (Signature of Contracting Officer)		
<div style="text-align: right;">  <p>RECEIVED 2/16/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY</p> </div>					
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P-57

The following SUBCLINS have replaced SUBCLINS 008301 thru 008309. The contractor shall invoice using these SUBCLINS for the respective project that falls under CLIN 0083.

SUBCLIN 008310 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008310			Job	\$0.00	\$0.00
	CAPITAL IMPVMT P1- POTTS MOTOR PARK				
	FFP				
	CAPITAL IMPVMT P1- POTTS MOTOR PARK				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				
				NET AMT	\$0.00
	ACRN BB				\$75,000.00
	CIN: GFEB001070451500005				

SUBCLIN 008311 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008311			Job		\$0.00
	CAPITAL IMPVMT P2- REPLACE SLUICE GATE				
	FFP				
	CAPITAL IMPVMT P2- REPLACE SLUICE GATE				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				
				NET AMT	\$0.00
	ACRN BB				\$13,000.00
	CIN: GFEB001070451500006				

SUBCLIN 008312 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008312			Job		\$0.00
	CAPITAL IMPVMT P3- LS 5538 IMPROVEMENTS FFP				
	CAPITAL IMPVMT P3- LS 5538 IMPROVEMENTS FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$80,000.00
CIN: GFEB001070451500007

SUBCLIN 008313 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008313			Job		\$0.00
	P4- STORM WATER BASINS 1,3,4,5,6,8 FFP				
	P4- STORM WATER BASINS 1,3,4,5,6,8 FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$200,000.00
CIN: GFEB001070451500008

SUBCLIN 008314 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008314			Job		\$0.00
	CAPITAL IMPVMT- P5 REPLACE WAS PUMP FFP				
	CAPITAL IMPVMT- P5 REPLACE WAS PUMP FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$6,000.00
CIN: GFEB001070451500009

SUBCLIN 008315 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008315			Job		\$0.00
	P6- MANHOLE&MAIN LINE BASINS 1,3,4,5,6,8 FFP				
	P6- MANHOLE&MAIN LINE BASINS 1,3,4,5,6,8 FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$300,000.00
CIN: GFEB001070451500010

SUBCLIN 008316 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008316			Job		\$0.00
	CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE				
	FFP				
	CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$100,000.00
 CIN: GFEB001070451500011

SUBCLIN 008317 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008317			Job		\$0.00
	CAPITAL IMPVMT- P8 REHAB LIFT STATION				
	FFP				
	CAPITAL IMPVMT- P8 REHAB LIFT STATION				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010704515-0002				

NET AMT \$0.00

ACRN BB \$25,000.00
 CIN: GFEB001070451500012

SUBCLIN 008318 is added as follows:



TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008318	- P9 LIFT STATION ELIMINATION FFP - P9 LIFT STATION ELIMINATION FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0002		Job		\$0.00

NET AMT \$0.00

ACRN BB \$80,000.00
CIN: GFEB001070451500013

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

CLIN 0083:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEB001070451500003) was decreased by \$879,000.00 from \$879,000.00 to \$0.00

SUBCLIN 008310:

Funding on SUBCLIN 008310 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500005

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$75,000.00

Total: \$75,000.00

Cost Code: A2ABH

SUBCLIN 008311:

Funding on SUBCLIN 008311 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500006

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$13,000.00

Total: \$13,000.00



Cost Code: A2ABH

SUBCLIN 008312:

Funding on SUBCLIN 008312 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500007

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$80,000.00

Total: \$80,000.00

Cost Code: A2ABH

SUBCLIN 008313:

Funding on SUBCLIN 008313 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500008

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$200,000.00

Total: \$200,000.00

Cost Code: A2ABH

SUBCLIN 008314:

Funding on SUBCLIN 008314 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500009

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$6,000.00

Total: \$6,000.00

Cost Code: A2ABH

SUBCLIN 008315:

Funding on SUBCLIN 008315 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500010

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001



Increase: \$300,000.00

Total: \$300,000.00

Cost Code: A2ABH

SUBCLIN 008316:

Funding on SUBCLIN 008316 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500011

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$100,000.00

Total: \$100,000.00

Cost Code: A2ABH

SUBCLIN 008317:

Funding on SUBCLIN 008317 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500012

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$25,000.00

Total: \$25,000.00

Cost Code: A2ABH

SUBCLIN 008318:

Funding on SUBCLIN 008318 is initiated as follows:

ACRN: BB

CIN: GFEB001070451500013

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001

Increase: \$80,000.00

Total: \$80,000.00

Cost Code: A2ABH

(End of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P000058			J	1	11
3. EFFECTIVE DATE 29-Sep-2015		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MIGC FORT KNOX BLDG 1109B STE 373 199 5TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-6343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.212-4(c)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: torres151708 WASTE WATER AND STORM WATER FOR DPW FORT KNOX, KY. MODIFICATION ADDS CLIN 085 IMCOM G-4 FINAL LIST (PRIORITY #2 PROJECTS). THE CONTRACT FUNDED AMOUNT IS INCREASED BY \$414,000.00 FROM \$45,507,420.07 to \$45,921,420.07. THE COST OF THE CONTRACT IS INCREASED BY \$414,000.00 FROM \$49,415,040.05 to \$49,829,040.05.					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)			15C. DATE SIGNED 30-SEP-2015		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84			30-105-04		<div style="border: 2px solid red; padding: 5px; text-align: center;"> RECEIVED 2/13/2021 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 101-11.6 PUBLIC SERVICE COMMISSION OF KENTUCKY </div>

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P-58

The total cost of this contract was increased by \$414,000.00 from \$49,415,040.05 to \$49,829,040.05.

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 008310

The CLIN extended description has changed from:

CAPITAL IMPVMT P1- POTTS MOTOR PARK

To:

CAPITAL IMPVMT P1- POTTS MOTOR PARK PROJECT #1.

SUBCLIN 008311

The CLIN extended description has changed from:

CAPITAL IMPVMT P2- REPLACE SLUICE GATE

To:

CAPITAL IMPVMT P2- REPLACE SLUICE GATE PROJECT #2.

SUBCLIN 008312

The CLIN extended description has changed from:

CAPITAL IMPVMT P3- LS 5538 IMPROVEMENTS

To:

CAPITAL IMPVMT P3- LS 5538 IMPROVEMENTS PROJECT #3.

SUBCLIN 008313

The CLIN extended description has changed from:

P4- STORM WATER BASINS 1,3,4,5,6,8

To:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

P4- STORM WATER BASINS 1,3,4,5,6,8 PROJECT #4.

SUBCLIN 008314

The CLIN extended description has changed from:

CAPITAL IMPVMT- P5 REPLACE WAS PUMP

To:

CAPITAL IMPVMT- P5 REPLACE WAS PUMP PROJECT #5.

SUBCLIN 008315

The CLIN extended description has changed from:

P6- MANHOLE&MAIN LINE BASINS 1,3,4,5,6,8

To:

P6- MANHOLE&MAIN LINE BASINS 1,3,4,5,6,8 PROJECT #6.

SUBCLIN 008316

The CLIN extended description has changed from:

CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE

To:

CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE PROJECT #7.

SUBCLIN 008317

The CLIN extended description has changed from:

CAPITAL IMPVMT- P8 REHAB LIFT STATION

To:

CAPITAL IMPVMT- P8 REHAB LIFT STATION PROJECT #8.

SUBCLIN 008318

The CLIN extended description has changed from:

- P9 LIFT STATION ELIMINATION

To:



- P9 LIFT STATION ELIMINATION PROJECT #9.

CLIN 0085 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0085		414,000		\$1.00	\$414,000.00
EXERCISED OPTION	CAPITAL IMPROVEMENTS PRIORITY #2 FFP IMCOM G-4 CAPITAL IMPROVEMENT PROJECTS LIST PRIORITY 2 FOB: Destination				

NET AMT \$414,000.00

SUBCLIN 008501 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008501			Job		\$0.00
	DESIGN & INSTALL VACTOR DUMPINT STATION FFP DESIGN & INSTALL VACTOR DUMPINT STATION FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0008				

NET AMT \$0.00

ACRN BC \$200,000.00
CIN: GFEB001070451500014

SUBCLIN 008502 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008502	INSTALL SCADA AT LS-5538 FFP INSTALL SCADA AT LS-5538 FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0008		Job		\$0.00

NET AMT \$0.00

ACRN BC \$10,000.00
CIN: GFEBS001070451500015

SUBCLIN 008503 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008503	BACKUP GENERATOR AT LS-2389A & B FFP BACKUP GENERATOR AT LS-2389A & B FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0008		Job		\$0.00

NET AMT \$0.00

ACRN BC \$10,000.00
CIN: GFEBS001070451500016

SUBCLIN 008504 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008504	REPLACE WAS PUMPS FFP REPLACE WAS PUMPS FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0008		Job		\$0.00

NET AMT \$0.00

ACRN BC \$84,000.00
CIN: GFEB001070451500017

SUBCLIN 008505 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008505	REPLACE VORTEX DE-GRITTER FFP REPLACE VORTEX DE-GRITTER FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0008		Job		\$0.00

NET AMT \$0.00

ACRN BC \$50,000.00
CIN: GFEB001070451500018

SUBCLIN 008506 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$414,000.00 from \$45,507,420.07 to \$45,921,420.07.

SUBCLIN 008301:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEBSS001070451500005) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEBSS001070451500005 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008302:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEBSS001070451500006) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEBSS001070451500006 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008303:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEBSS001070451500007) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEBSS001070451500007 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008304:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEBSS001070451500008) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEBSS001070451500008 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008305:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEBSS001070451500009) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEBSS001070451500009 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008306:



BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEB001070451500010) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEB001070451500010 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008307:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEB001070451500011) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEB001070451500011 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008308:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEB001070451500012) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEB001070451500012 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008309:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN
GFEB001070451500013) was increased by \$0.00 from \$0.00 to \$0.00
The contract ACRN BB has been added.
The CIN GFEB001070451500013 has been added.
The Cost Code A2ABH has been added.

SUBCLIN 008501:

Funding on SUBCLIN 008501 is initiated as follows:

ACRN: BC

CIN: GFEB001070451500014

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$200,000.00

Total: \$200,000.00

Cost Code: A2ABH

SUBCLIN 008502:

Funding on SUBCLIN 008502 is initiated as follows:

ACRN: BC

CIN: GFEB001070451500015

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$10,000.00



Total: \$10,000.00

Cost Code: A2ABH

SUBCLIN 008503:

Funding on SUBCLIN 008503 is initiated as follows:

ACRN: BC

CIN: GFEB001070451500016

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$10,000.00

Total: \$10,000.00

Cost Code: A2ABH

SUBCLIN 008504:

Funding on SUBCLIN 008504 is initiated as follows:

ACRN: BC

CIN: GFEB001070451500017

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$84,000.00

Total: \$84,000.00

Cost Code: A2ABH

SUBCLIN 008505:

Funding on SUBCLIN 008505 is initiated as follows:

ACRN: BC

CIN: GFEB001070451500018

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$50,000.00

Total: \$50,000.00

Cost Code: A2ABH

SUBCLIN 008506:

Funding on SUBCLIN 008506 is initiated as follows:

ACRN: BC

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

CIN: GFEBS001070451500019

Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001

Increase: \$60,000.00

Total: \$60,000.00

Cost Code: A2ABH

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 5**

2. AMENDMENT/MODIFICATION NO.: **P00059** 3. EFFECTIVE DATE: **01-Jul-2016** 4. REQUISITION/PURCHASE REQ. NO.: SEE SCHEDULE 5. PROJECT NO (If applicable)

6. ISSUED BY: CODE **WS124D** MISSION AND INSTALLATION CONTRACTING CMD
MICC FORT KNOX
BLDG 1109B STE 373
199 6TH AVE
FORT KNOX KY 40121-5720

7. ADMINISTERED BY (If other than item 6): CODE **See Item 6**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343

9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO.: **WS124D-05-C-0017**
10B. DATED (SEE ITEM 13)
X **30-Sep-2004**

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 offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.241-7**
- 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.)
Modification Control Number: **skeet1161064**
OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY
CONTRACT ADMINISTRATOR: LORALYN.D.SKEETERS.CIV@MAIL.MIL, 502-624-6862

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): **Brett Pyles for Jim Bruce, Gen. Mgn.**

15B. CONTRACTOR/OFFEROR: **Brett Pyles**
(Signature of person authorized to sign)

15C. DATE SIGNED: **22-Jun-2016**

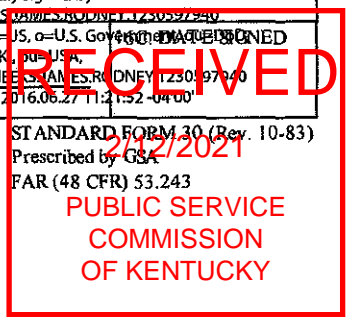
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print): **MEEKS JAMES RO**

16B. UNITED STATES OF AMERICA: **DNEY.1230597940**
(Signature of Contracting Officer:)

Digitally signed by MEEKS JAMES RO DN: c=US, o=U.S. Government, ou=PK, ou=USA, cn=MEEKS JAMES RO, email=DNEY.1230597940@GSA.gov Date: 2016.06.27 11:52:04 -0400

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00059

- A. This modification executes Year 12 (1 July 2016-30 June 2017) of the 50-Year Agreement.
- B. The total cost of this contract is increased by \$3,330,612.72 from \$49,829,040.05 to \$53,159,652.77. The total funded amount for this document is increased by \$1,110,205.44 from \$48,681,904.07 to \$49,792,109.51.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086		12	Months	\$235,959.06	\$2,831,508.72
	Contract Year 12 for Waste Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 16- 30 Jun 17. \$235,959.06 x 12 mths =\$2,831,508.72 FOB: Destination				

NET AMT \$2,831,508.72

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008601					\$0.00
	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114				

NET AMT \$0.00

ACRN BD \$943,836.24
CIN: GFEB001086811400001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008602					\$0.00
	FY17 Funds FFP FOB: Destination				

NET AMT \$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087	Contract Year 12 for Storm Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement. For the Period 1 Jul 16- 30 Jun 17. 12 months X \$39,816.00 =\$477,792.00 FOB: Destination	12		\$39,816.00	\$477,792.00

NET AMT \$477,792.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008701	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114		Months		\$0.00

NET AMT \$0.00

ACRN BD \$159,264.00
CIN: GFEB001086811400002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008702	FY17 Funds FFP FOB: Destination				\$0.00

NET AMT \$0.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088	Wilson Range Sewer Year 5 of 10 FFP	12	Each	\$1,776.30	\$21,315.60
Amortized over a 10 year payback in accordance with Paragraph C.11 of the contract. 120 Fixed monthly payments @ \$1,776.30/mth=\$213,156.00 or \$21,315.60 per year. YEAR 5.					
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010868114					

NET AMT \$21,315.60

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008801	FY16 Funding FFP				\$0.00
FOB: Destination					
PURCHASE REQUEST NUMBER: 0010868114					

NET AMT \$0.00

ACRN BD \$7,105.20
CIN: GFEB001086811400003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008802	FY17 Funding FFP				\$0.00
FOB: Destination					

NET AMT \$0.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,110,205.44 from \$48,681,904.07 to \$49,792,109.51.

SUBCLIN 008601:
Funding on SUBCLIN 008601 is initiated as follows:



ACRN: BD

CIN: GFEB001086811400001

Acctng Data: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001

Increase: \$943,836.24

Total: \$943,836.24

Cost Code: A2ABH

SUBCLIN 008701:

Funding on SUBCLIN 008701 is initiated as follows:

ACRN: BD

CIN: GFEB001086811400002

Acctng Data: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001

Increase: \$159,264.00

Total: \$159,264.00

Cost Code: A2ABH

SUBCLIN 008801:

Funding on SUBCLIN 008801 is initiated as follows:

ACRN: BD

CIN: GFEB001086811400003

Acctng Data: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001

Increase: \$7,105.20

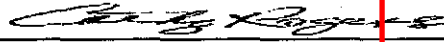
Total: \$7,105.20

Cost Code: A2ABH

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2. AMENDMENT/MODIFICATION NO. P00060	3. EFFECTIVE DATE 29-Jul-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)		
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(C) CHANGES						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: skeet161256 WASTE WATER FOR DPW, FORT KNOX, KY CONTRACT ADMINISTRATOR: LORALYN.D.SKEETERS.CV@MAIL.MIL 502-624-6862						
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)			
			CATHY A. ROGERS / CONTRACTING OFFICER TEL: 502-624-3952 EMAIL: cathy.a.rogers2c@mail.mil			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED		
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)		2/12/2016		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
RECEIVED
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **J** PAGE OF PAGES: **1 | 2**
 2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE: **29-Jul-2016** 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE: **W9124D** 7. ADMINISTERED BY (If other than item 6) CODE: **See Item 6**
 MISSION AND INSTALLATION CONTRACTING CMD
 MICC FORT KNOX
 BLDG 1109B STE 373
 199 6TH AVE
 FORT KNOX KY 40121-5720

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
 HARDIN COUNTY WATER DISTRICT 1
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-9343
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO. **W9124D-05-C-0017**
 10B. DATED (SEE ITEM 13)
 X **30-Sep-2004**

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 Offer is extended, is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
 IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.212-4(C) CHANGES**
 D. OTHER (Specify type of modification and authority)

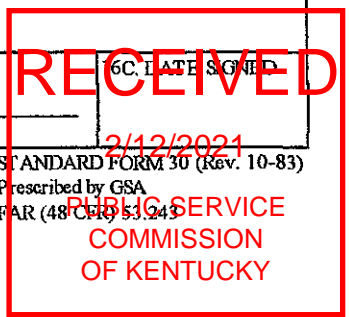
E. IMPORTANT: Contractor is not, is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **skeetf161256**
WASTE WATER FOR DPW, FORT KNOX, KY

 CONTRACT ADMINISTRATOR: **LORALYN.D.SKEETERS.CIV@MAIL.ML 502-624-6862**

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): **JAMES BRULE - GENERAL MANAGER**
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print):
 TEL: EMAIL:
 15B. CONTRACTOR/OFFEROR: **James Brule** (Signature of person authorized to sign)
 15C. DATE SIGNED: **27-JUL-2016**
 16B. UNITED STATES OF AMERICA
 BY: _____ (Signature of Contracting Officer)



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00060

A. The purpose of this modification is to decrease the unit cost of CLIN 0086 by \$359.31 from \$235,959.06 to \$235,599.75 due to the use of the sewer system to benefit an off-post customer. The total cost of this line item has decreased by \$4,311.72 from \$2,831,508.72 to \$2,827,197.00.

B. The total cost of this contract is decreased by \$4,311.72 from \$53,159,656.37 to \$53,155,344.65. The total funded amount for this document is decreased by \$1,437.24 from \$49,792,109.51 to \$49,790,672.27.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086	Contract Year 12 for Waste Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 16- 30 Jun 17. \$235,959.06 x 12 mths = \$2,831,508.72 FOB: Destination	12	Months	\$235,599.75	\$2,827,197.00
				NET AMT	\$2,827,197.00
008601	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114				\$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEB001086811400001				\$942,399.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$1,437.24 from \$49,792,109.51 to \$49,790,672.27.



SUBCLIN 008601:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN
GFEB001086811400001) was decreased by \$1,437.24 from \$943,836.24 to \$942,399.00

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00061		3. EFFECTIVE DATE 07-Sep-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	J	1 4
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 1996TH AVE FORT KNOX KY 40121-6720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFAR 252.232-7007 LIMITATION OF THE GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: skeet1161511 WASTE WATER AND STORM WATER MAINTENANCE FOR DPW, FORT KNOX, KY CONTRACT ADMINISTRATOR: LORALYN.D.SKEETERS.CIV@MAIL.MIL 502-624-6862					
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) ERICKA L AZZARELLO / CONTRACTING OFFICER TEL: 502-624-1723 EMAIL: ericka.azzarello@mail.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Erica L Azzarello</i>		16C. DATE SIGNED 2/13/2021 07-Sep-2016
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243
RECEIVED
COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00061

A. In accordance with DFARS 252.232-7007, Limitation of the Government's Obligation, FY16 funds are added to the following CLINs (subsequent SubCLINs):

<u>SubCLIN</u>	<u>FY16 FUNDS</u>
008601	\$235,599.75
008701	\$39,816.00
008801	\$1,776.30

B. As a result of this modification, the total funded amount for this document is increased by \$277,192.05 from \$49,790,672.27 to \$50,067,864.32.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086	Contract Year 12 for Waste Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 16- 30 Jun 17. \$235,959.06 x 12 mths = \$2,831,508.72 FOB: Destination	12	Months	\$235,599.75	\$2,827,197.00
				NET AMT	\$2,827,197.00
008601	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114-0004				\$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEB001086811400001				\$1,177,998.75



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087		12		\$39,816.00	\$477,792.00
	Contract Year 12 for Storm Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement. For the Period 1 Jul 16- 30 Jun 17. 12 months X \$39,816.00 =\$477,792.00 FOB: Destination				

NET AMT \$477,792.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008701			Months		\$0.00
	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114-0004				

NET AMT \$0.00

ACRN BD \$199,080.00
CIN: GFEB001086811400002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088		12	Each	\$1,776.30	\$21,315.60
	Wilson Range Sewer Year 5 of 10 FFP Amortized over a 10 year payback in accordance with Paragraph C.11 of the contract. 120 Fixed monthly payments @ \$1,776.30/mth=\$213,156.00 or \$21,315.60 per year. YEAR 5. FOB: Destination PURCHASE REQUEST NUMBER: 0010868114				

NET AMT \$21,315.60

RECEIVED
2/12/2021
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008801	FY16 Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114-0004				\$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEB001086811400003				\$8,881.50

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$277,192.05 from \$49,790,672.27 to \$50,067,864.32.

SUBCLIN 008601:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400001) was increased by \$235,599.75 from \$942,399.00 to \$1,177,998.75

SUBCLIN 008701:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400002) was increased by \$39,816.00 from \$159,264.00 to \$199,080.00

SUBCLIN 008801:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400003) was increased by \$1,776.30 from \$7,105.20 to \$8,881.50



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES	
			J	1	4
2. AMENDMENT/MODIFICATION NO. P00062	3. EFFECTIVE DATE 30-Sep-2016	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X	10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) DFARS 252.232-7007 LIMITATION OF THE GOVERNMENT'S OBLIGATION					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: skeet1161650 WASTE WATER AND STORM WATER MAINTENANCE FOR DPW, FORT KNOX, KY CONTRACT ADMINISTRATOR: LORALYN.D.SKEETERS.CIV@MAIL.MIL 502-624-6862					
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)		
			ERICKA L. AZZARELLO / CONTRACTING OFFICER		
			TEL: 502-624-1723 EMAIL: ericka.l.azzarello.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)				BY <i>Ericka L. Azzarello</i> (Signature of Contracting Officer)	
				2/16/2021 30-Sep-2016 PUBLIC SERVICE COMMISSION OF KENTUCKY	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00062

A. In accordance with DFARS 252.232-7007, Limitation of the Government's Obligation, FY16 funds are added to the following CLINs (subsequent SubCLINs):

SubCLIN	FY16 FUNDS
008601	\$1,649,198.25
008701	\$278,712.00
008801	\$12,434.10

B. As a result of this modification, the total funded amount for this document is increased by \$1,940,344.35 from \$50,067,864.32 to \$52,008,208.67.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0086		12	Months	\$235,599.75	\$2,827,197.00
	Contract Year 12 for Waste Water FFP				
	FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul 16- 30 Jun 17. \$235,959.06 x 12 mths = \$2,831,508.72				
	FOB: Destination				
				NET AMT	\$2,827,197.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008601					\$0.00
	FY16 Funds				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010868114-0004				
				NET AMT	\$0.00
	ACRN BD				\$2,827,197.00
	CIN: GFEB001086811400001				



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0087	Contract Year 12 for Storm Water FFP FFP Monthly Charge to Provide Storm Water Utility System Service & Waste Water System Service in Accordance with Section C, Descriptions, Specifications, and Work Statement. For the Period 1 Jul 16- 30 Jun 17. 12 months X \$39,816.00 =\$477,792.00 FOB: Destination	12		\$39,816.00	\$477,792.00

NET AMT \$477,792.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008701	FY16 Funds FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114-0004		Months		\$0.00

NET AMT \$0.00

ACRN BD \$477,792.00
CIN: GFEB001086811400002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0088	Wilson Range Sewer Year 5 of 10 FFP Amortized over a 10 year payback in accordance with Paragraph C.11 of the contract. 120 Fixed monthly payments @ \$1,776.30/mth=\$213,156.00 or \$21,315.60 per year. YEAR 5. FOB: Destination PURCHASE REQUEST NUMBER: 0010868114	12	Each	\$1,776.30	\$21,315.60

NET AMT \$21,315.60



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008801	FY16 Funding FFP FOB: Destination PURCHASE REQUEST NUMBER: 0010868114-0004				\$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEB001086811400003				\$21,315.60

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,940,344.35 from \$50,067,864.32 to \$52,008,208.67.

SUBCLIN 008601:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400001) was increased by \$1,649,198.25 from \$1,177,998.75 to \$2,827,197.00

SUBCLIN 008701:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400002) was increased by \$278,712.00 from \$199,080.00 to \$477,792.00

SUBCLIN 008801:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEB001086811400003) was increased by \$12,434.10 from \$8,881.50 to \$21,315.60



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00063	3. EFFECTIVE DATE 15-May-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk17669 Waste Water for Fort Knox, KY Modification to de-obligate funds on the following CLINS CLIN 008310 - \$16,302.40 CLIN 008311 - \$4,204.30 CLIN 008503 - \$10,000.00 CLIN 008506 - \$7,166.00 Modification to re-use irrigation system. The following CLIN is added to the contract CLIN 0089 - Cost added - \$10,652.28 CLIN 008901 - Funding for two months in the amount of \$1,775.38.				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.1493 EMAIL: kerrya.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Kerry A St John</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED 2/12/2021 16-May-2017		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				
30-105-04				
RECEIVED PUBLIC SERVICE COMMISSION OF KENTUCKY STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 4
---	--	--	--------------------------	------------------------

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 15-May-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)
-------------------------------	----------------------------------	--	-------------------------------

6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6	CODE
--	----------------	--	------

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	X 10B. DATED (SEE ITEM 13) 30-Sep-2004

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 Offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)
D. OTHER (Specify type of modification and authority)

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

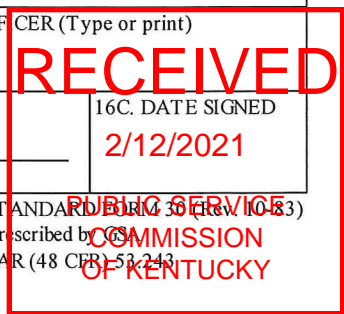
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: stjohnk17669
Waste Water for Fort Knox, KY

Modification to de-obligate funds on the following CLINS
CLIN 008310 - \$16,302.40
CLIN 008311 - \$4,204.30
CLIN 008503 - \$10,000.00
CLIN 008506 - \$7,166.00

Modification to re-use irrigation system. The following CLIN is added to the contract
CLIN 0089 - Cost added - \$10,652.28
CLIN 008901 - Funding for two months in the amount of \$1,775.38.

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) JAMES BRUCE - GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED 16-MAY-2017	16C. DATE SIGNED 2/12/2021



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$10,652.28 from \$53,155,344.65 to \$53,165,996.93.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0089 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0089	Re-use Irrigation System FFP YR 12 - Re-use irrigation system. Monthly rate of \$887.69 for twelve months. FOB: Destination	12	Months	\$887.69	\$10,652.28
NET AMT					\$10,652.28

SUBCLIN 008901 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008901	FY 17 Funding FFP FY 17 Funding FOB: Destination PURCHASE REQUEST NUMBER: 0011026307				\$0.00
NET AMT					\$0.00
ACRN BE CIN: GFEB001102630700010					\$1,775.38

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0089:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A



The following Acceptance/Inspection Schedule was added for SUBCLIN 008901:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$35,897.32 from \$52,008,208.67 to \$51,972,311.35.

SUBCLIN 008310:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEB001070451500005) was decreased by \$16,302.40 from \$75,000.00 to \$58,697.60

SUBCLIN 008311:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEB001070451500006) was decreased by \$4,204.30 from \$13,000.00 to \$8,795.70

SUBCLIN 008503:

BC: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001 A2ABH (CIN GFEB001070451500016) was decreased by \$10,000.00 from \$10,000.00 to \$0.00

SUBCLIN 008506:

BC: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001 A2ABH (CIN GFEB001070451500019) was decreased by \$7,166.00 from \$60,000.00 to \$52,834.00

SUBCLIN 008901:

Funding on SUBCLIN 008901 is initiated as follows:

ACRN: BE

CIN: GFEB001102630700010

Acctng Data: 0212017201720200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$1,775.38

Total: \$1,775.38

Cost Code: A2ABH

(End of Summary of Changes)



W9124D-05-C-0017

P00063

Page 4 of 4

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Hardin County Water District No. 1

Serving Radcliff and Hardin County for Over 60 Years

1400 Rogersville Road
Radcliff, KY 40160

November 2, 2016

Ms. Ericka Azzarello
Contracting Officer
MICC Fort Knox
Building 1109B STE 256
199 6th AVE
FORT KNOX KY 40121

Mr. Kevin Addison, P.E.
Contracting Officer Representative
Directorate of Public Works
Bldg. 1110, Room 311
125 6th AVE
FORT KNOX KY 40121

**SUBJECT: Proposal to Own & Operate Re-Use Water Irrigation Pumping & Distribution
Utility Privatization Contract: W9124D-05-C-0017 (Third Revision)**

Ericka & Kevin;

On November 2nd Ms. Skeeters contacted us about revising our proposal to assume the proposed fee would begin in the 12th contract year. We have made the adjustments as requested. On October 26th, Ms. Skeeters also asked if our original pricing would be the same or be increased. Mr. Pyles responded that we could continue to use the same pricing as the original proposal.

By changing the pricing to beginning the 12th year, it does make the period that we recover all our costs shorter. While our labor costs have increased slightly since last year, we have left those costs the same. However, the impact to the fee is slightly higher. The previous proposal showed the first year fee as \$1,604.34 monthly. The revised fee would be \$1,607.75 monthly or \$3.41 per month more.

All other assumptions, methodologies and planned annual services and asset replacements would remain the same as our previous proposal (dated 5-October-2015). We have updated the table below to show the revised amounts;

Cost / Fee - Monthly	Cost / Fee - Annual	Item / Component
\$1,216.67	\$14,600	Added initial fee for <u>O&M services</u> (includes effluent sampling costs)
\$391.08	\$4,693	Added initial fee for <u>Fixed Asset replacements</u>
\$1,607.75	\$19,293	Total proposed fee, both O&M and asset replacement
- \$720.06	- \$8,640.72	Less monthly effluent sampling fee already part of monthly service charge (per Mod 48)
\$887.69	\$10,652.28	Net Increased fee by adding Irrigation System (excludes sampling fee already included in monthly fee)
\$235,959.06	\$2,831,508.72	Current Monthly Sanitary Sewer Monthly Service Fee (excluding Storm Water fee and includes sampling fee for re-use)
\$236,846.75	\$2,842,161.00	Revised Monthly Fee - If adding proposed fee increase (includes sampling fee)
0.38%		Percent Increase to current monthly fee

RECEIVED

2/12/2021

PUBLIC SERVICE
FAX: 1-270-351-3055
COMMISSION
OF KENTUCKY

Phone 1-270-351-3222

www.HCWD.com

We hope this proposal provides all the information you requested. We would be glad to meet with you to discuss further, and are open to adjustments based on any increase or decrease in the scope of service being proposed and assets being owned and replaced.

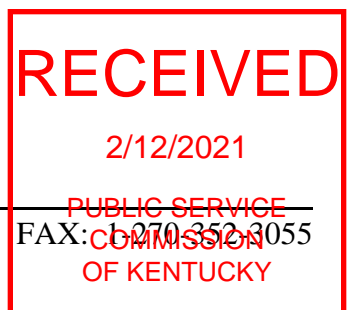
Sincerely,



Jim Bruce
General Manager

Cf; Mr. Brett Pyles, HCWD1 Operations Manager
Mr. Daniel Clifford, HCWD1 Engineering Manager
Mr. Scott Schmuck, CGFM, HCWD1 Finance & Accounting Manager

Encl: Pricing Model Spreadsheets



A - Fixed Asset Cost / Replacement Schedule																									
(Revised, November 2016)																									
1.752628% = Govt Allowed Inflation Rate																									
Item / Asset	OC	Useful Life	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
- Main building	\$ 26,180	53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- Wet Well	\$ 21,700	53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Pumps, Motors, Etc:																									
Complete skid-mount unit, Includes items below;	\$ 77,572																								
- B15 Gould 25HP Pumps, Model HO8449 (2)	\$ 27,926	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,644
- VFD's, ABB ACS550-U1-038A-4	\$ 13,963	10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,090	\$0	\$0	\$0	\$0	\$0
- Amiad Self-Cleaning Filter, ABF-8000	\$ 33,356	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,742
- Krohne Flow Meter, Enviromag 2100	\$ 2,327	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,470
Piping & Appurtenances																									
- 12-inch G24C900 SDR-25 PVC (8,260 LF)	\$ 330,400	75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- 12-inch gate valve (3)	\$ 5,400	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
- 16-inch bore and casing (1 = 120 LF)	\$ 36,000	75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous																									
- Miscellaneous Construction (7%)	\$ 37,428	43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL >	\$ 534,680		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,045	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,090	\$0	\$0	\$0	\$0	\$94,857
	\$1,034,732	= Total Asset Value inflated over 38 years																							
	17.4%	= % Assets replaced of FV over 38 years																							



A - Fixed Asset Cost / Replacement Schedule																			
(Revised, November 2016)																			
	1.752628%	= Govt Allowe																	
Item / Asset	OC	Useful Life	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	Total	
- Main building	\$ 26,180	53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
- Wet Well	\$ 21,700	53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Pumps, Motors, Etc:																			
Complete skid-mount unit, Includes items below;	\$ 77,572																		
- B15 Gould 25HP Pumps, Model HO8449 (2)	\$ 27,926	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,644	
- VFD's, ABB ACS550-U1-038A-4	\$ 13,963	10	\$0	\$0	\$0	\$0	\$22,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,022	
- Amiad Self-Cleaning Filter, ABF-8000	\$ 33,356	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$49,742	
- Krohne Flow Meter, Enviromag 2100	\$ 2,327	25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,470	
Piping & Appurtenances																			
- 12-inch G24C900 SDR-25 PVC (8,260 LF)	\$ 330,400	75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
- 12-inch gate valve (3)	\$ 5,400	50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
- 16-inch bore and casing (1 = 120 LF)	\$ 36,000	75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Miscellaneous																			
- Miscellaneous Construction (7%)	\$ 37,428	43	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL >	\$ 534,680		\$0	\$0	\$0	\$0	\$22,712	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$27,022	\$179,725	
	\$1,034,732	= Total Asset \																\$ 394.13	= Asset Recovery \$ / Month
	17.4%	= % Assets re																\$ 1,216.67	= O&M Cost / Month
																		\$ 1,610.80	= Total Monthly Fee
																		\$ 19,330	= Total Annual Fee



B - Irrigation System O&M Estimated Costs

(Revised, November 2016)

Task / Item	Labor+OH \$	Ann-Qty	Hrs Ea.	Total \$		Equip	Equip \$/Hr	Equip \$	Supplies \$	Total Cost	Add G&A	
				Labor								
<u>Pump Station Structure:</u>												
Painting & Coating repairs	\$ 25.04	0.20	8.00	\$ 40		Util Truck	\$9.31	\$ 149	\$ 1,000	\$ 389	\$ 406	
Roof replacement	\$ 25.04	0.07	32.00	\$ 53		Util Truck	\$9.31	\$ 20	\$ 7,500	\$ 573	\$ 599	
Cleaning & Inspection	\$ 25.04	8.00	1.00	\$ 200		Util Truck	\$9.31	\$ 75	\$ 15	\$ 395	\$ 412	
Parking lot maintenance (grade + gravel)	\$ 25.04	0.50	3.00	\$ 38		Backhoe + Dump	\$43.08	\$ 129	\$ 100	\$ 217	\$ 226	
										\$ 1,643	< Item Sub-Total	
<u>Pump Station Equipment:</u>												
Pump/valves/internal piping Repairs	\$ 40.19	0.14	16.00	\$ 92		MCS Vehicle	\$9.31	\$ 21	\$ 1,500	\$ 327	\$ 342	
Control panels maintenance (breakers, etc)	\$ 40.19	0.20	8.00	\$ 64		MCS Vehicle	\$9.31	\$ 15	\$ 750	\$ 229	\$ 239	
Re-build Pump Motors (2)	\$ 40.19	0.10	8.00	\$ 32		MCS Vehicle	\$9.31	\$ 7	\$ 2,400	\$ 280	\$ 292	
Sampler maintenance	\$ 40.19	1.00	2.00	\$ 80		MCS Vehicle	\$9.31	\$ 19	\$ 100	\$ 199	\$ 208	
Re-calibrate flow meter	\$ 25.04	0.20	3.00	\$ 15		Util Truck	\$9.31	\$ 6	\$ -	\$ 21	\$ 22	
Clean, Inspect Filter (ABF 8000)	\$ 40.19	1.00	6.00	\$ 241		MCS Vehicle	\$9.31	\$ 56	\$ 150	\$ 447	\$ 467	
Inspect / Clean Wet-well	\$ 25.04	0.50	24.00	\$ 300		Util + Vac Truck	\$103.13	\$ 1,238	\$ -	\$ 1,538	\$ 1,606	
										\$ 3,175	< Item Sub-Total	
<u>Transmission Main:</u>												
System drain, air purge, winterization	\$ 25.04	1.00	6.00	\$ 150		Util Truck	\$9.31	\$ 56	\$ 50	\$ 256	\$ 267	
Main break repairs	\$ 25.04	0.33	12.00	\$ 100		Backhoe, Dump	\$43.08	\$ 172	\$ 457	\$ 425	\$ 443	
Main break repairs (Added Equip)	N/A	0.33	12.00	\$ -		Util Truck (2)	\$18.63	\$ 75	\$ -	\$ 75	\$ 78	
Main break repairs (Added Equip)	N/A	0.33	12.00	\$ -		BH Trailer	\$1.77	\$ 7	\$ -	\$ 7	\$ 7	
Valve exercising / repairs (3-12", air relief)	\$ 25.04	0.50	2.00	\$ 25		Util Truck	\$9.31	\$ 9	\$ 250	\$ 159	\$ 166	
Effluent supply piping maintenance (1 valve)	\$ 25.04	0.20	8.00	\$ 40		Util Truck	\$9.31	\$ 15	\$ 100	\$ 75	\$ 78	
										\$ 773	< Item Sub-Total	
Annual Liability Insurance on Assets	N/A	1.00	0.00	\$ -		N/A	\$0.00	\$ -	\$ 311	\$ 311	\$ 324	
Sub-Contractor Monthly Sampling	\$ 696.92	12.00	1.00	\$ 8,363		N/A	\$0.00	\$ -	\$ -	\$ 8,363	\$ 8,731	
										\$ 9,055	< Item Sub-Total	
										Annual >	\$ 14,600	
										Monthly >	\$ 1,216.67	
										\$ 489.09	< Added Monthly w/o Sampling fee	



C - Irrigation System Cash Flow

(Revised Nov 2, 2016 to start with contract year 12)

1.752628% = Interest Income Rate

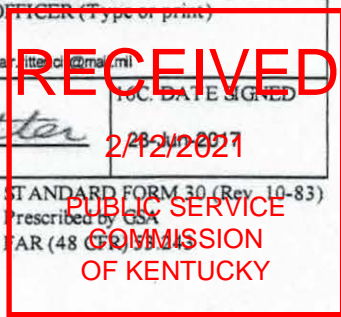
3.500000% = Interest Cost Rate

1.294661% = Required Annual Fee Increase Rate (to reach 50th year zero cash balance)

Contract Year	O&M Cost	R&R Cost	Annual Cost	Annual Revenues	Gross Income	Interest Income	Interest Expense	Ending Balance
12	\$ 14,600	\$0	\$ 14,600	\$ 19,293	\$ 4,693	\$ 37.88	\$ -	\$ 4,731
13	\$ 14,856	\$0	\$ 14,856	\$ 19,543	\$ 4,687	\$ 121.42	\$ -	\$ 9,540
14	\$ 15,116	\$0	\$ 15,116	\$ 19,796	\$ 4,680	\$ 206.32	\$ -	\$ 14,426
15	\$ 15,381	\$0	\$ 15,381	\$ 20,052	\$ 4,671	\$ 292.58	\$ -	\$ 19,389
16	\$ 15,651	\$0	\$ 15,651	\$ 20,312	\$ 4,661	\$ 380.19	\$ -	\$ 24,431
17	\$ 15,925	\$0	\$ 15,925	\$ 20,575	\$ 4,650	\$ 469.17	\$ -	\$ 29,550
18	\$ 16,204	\$0	\$ 16,204	\$ 20,841	\$ 4,637	\$ 559.51	\$ -	\$ 34,746
19	\$ 16,488	\$16,045	\$ 32,533	\$ 21,111	\$ (11,422)	\$ 521.69	\$ -	\$ 23,846
20	\$ 16,777	\$0	\$ 16,777	\$ 21,384	\$ 4,607	\$ 458.49	\$ -	\$ 28,912
21	\$ 17,071	\$0	\$ 17,071	\$ 21,661	\$ 4,590	\$ 547.86	\$ -	\$ 34,050
22	\$ 17,370	\$0	\$ 17,370	\$ 21,942	\$ 4,571	\$ 638.48	\$ -	\$ 39,259
23	\$ 17,675	\$0	\$ 17,675	\$ 22,226	\$ 4,551	\$ 730.36	\$ -	\$ 44,541
24	\$ 17,985	\$0	\$ 17,985	\$ 22,514	\$ 4,529	\$ 823.49	\$ -	\$ 49,893
25	\$ 18,300	\$0	\$ 18,300	\$ 22,805	\$ 4,505	\$ 917.87	\$ -	\$ 55,316
26	\$ 18,621	\$0	\$ 18,621	\$ 23,100	\$ 4,480	\$ 1,013.48	\$ -	\$ 60,809
27	\$ 18,947	\$0	\$ 18,947	\$ 23,399	\$ 4,452	\$ 1,110.31	\$ -	\$ 66,372
28	\$ 19,279	\$0	\$ 19,279	\$ 23,702	\$ 4,423	\$ 1,208.35	\$ -	\$ 72,004
29	\$ 19,617	\$19,090	\$ 38,707	\$ 24,009	\$ (14,697)	\$ 1,153.51	\$ -	\$ 58,460
30	\$ 19,961	\$0	\$ 19,961	\$ 24,320	\$ 4,359	\$ 1,068.05	\$ -	\$ 63,887
31	\$ 20,310	\$0	\$ 20,310	\$ 24,635	\$ 4,324	\$ 1,163.65	\$ -	\$ 69,375
32	\$ 20,666	\$0	\$ 20,666	\$ 24,954	\$ 4,287	\$ 1,260.32	\$ -	\$ 74,923
33	\$ 21,029	\$0	\$ 21,029	\$ 25,277	\$ 4,248	\$ 1,358.01	\$ -	\$ 80,529
34	\$ 21,397	\$94,857	\$ 116,254	\$ 25,604	\$ (90,650)	\$ -	\$ 163.94	\$ (10,285)
35	\$ 21,772	\$0	\$ 21,772	\$ 25,936	\$ 4,163	\$ -	\$ 99.16	\$ (6,220)
36	\$ 22,154	\$0	\$ 22,154	\$ 26,271	\$ 4,118	\$ -	\$ 34.06	\$ (2,137)
37	\$ 22,542	\$0	\$ 22,542	\$ 26,611	\$ 4,069	\$ (4.91)	\$ 31.30	\$ 1,896
38	\$ 22,937	\$0	\$ 22,937	\$ 26,956	\$ 4,019	\$ 65.94	\$ -	\$ 5,981
39	\$ 23,339	\$22,712	\$ 46,051	\$ 27,305	\$ (18,746)	\$ -	\$ 206.78	\$ (12,972)
40	\$ 23,748	\$0	\$ 23,748	\$ 27,658	\$ 3,910	\$ -	\$ 146.79	\$ (9,208)
41	\$ 24,164	\$0	\$ 24,164	\$ 28,017	\$ 3,852	\$ -	\$ 86.76	\$ (5,443)
42	\$ 24,588	\$0	\$ 24,588	\$ 28,379	\$ 3,791	\$ -	\$ 26.75	\$ (1,678)
43	\$ 25,019	\$0	\$ 25,019	\$ 28,747	\$ 3,728	\$ 0.44	\$ -	\$ 2,050
44	\$ 25,457	\$0	\$ 25,457	\$ 29,119	\$ 3,662	\$ 65.77	\$ -	\$ 5,777
45	\$ 25,904	\$0	\$ 25,904	\$ 29,496	\$ 3,592	\$ 131.07	\$ -	\$ 9,501
46	\$ 26,358	\$0	\$ 26,358	\$ 29,878	\$ 3,520	\$ 196.27	\$ -	\$ 13,217
47	\$ 26,819	\$0	\$ 26,819	\$ 30,265	\$ 3,445	\$ 261.32	\$ -	\$ 16,923
48	\$ 27,290	\$0	\$ 27,290	\$ 30,656	\$ 3,367	\$ 326.18	\$ -	\$ 20,617
49	\$ 27,768	\$27,022	\$ 54,789	\$ 31,053	\$ (23,736)	\$ -	\$ 50.53	\$ (3,170)
50	\$ 28,254	\$0	\$ 28,254	\$ 31,455	\$ 3,201	\$ (30.17)	\$ 0.50	\$ (0)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00064	3. EFFECTIVE DATE 19-Jun-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)		
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
CODE 316V9	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohk17773 OPERATION OF WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY ADMINSTRATING CONTRACTING OFFICER, KERRY ST. JOHN, KERRY.A.STJOHN.CIV@MAIL.MIL					
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) JAMES BRUCE - GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GLORIA R. RITTER / CONTRACTING OFFICER TEL: 502-624-5846 EMAIL: gloria.ritter@cmr.mil		
15B. CONTRACTOR/OFFEROR <i>James Bruce</i> (Signature of person authorized to sign)		15C. DATE SIGNED 22-JUN-2017	16B. UNITED STATES OF AMERICA BY <i>Gloria R. Ritter</i> (Signature of Contracting Officer)		16C. DATE SIGNED 22-JUN-2017



EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 101-11.6

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00064

- A. In accordance with FAR 52.241-7, contract year 13 of the 50-year agreement is hereby executed from 1 July 2017 – 30 June 2018.
- B. CLIN 0089 costs is hereby decreased by ten months to reflect the correct amount of months of two that utilized in contract year 12. The total cost of this line item has decreased by \$8,876.90 from \$10,652.28 to \$1,775.38.
- C. As a result of paragraph A, the total cost of this contract was increased by \$3,328,079.98 from \$53,165,996.93 to \$56,494,076.91.
- D. As a result of paragraph A, the total funded amount for this document was increased by \$1,668,478.44 from \$51,972,311.35 to \$53,640,789.79 for 1 July through 31 December 2017.

CLIN 0089

The pricing detail quantity has decreased by 10.00 from 12.00 to 2.00.

The total cost of this line item has decreased by \$8,876.90 from \$10,652.28 to \$1,775.38.

CLIN 0090 is added as follows:

CLIN 0090 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0090		12	Months	\$236,487.44	\$2,837,849.28
	CONTRACT YR 13 WASTEWATER and REUSE IRR FFP FFP MONTHLY CHARGE TO PROVIDE WASTE WATER SYSTEM SERVICE and REUSE IRRIGATION IAW SECTION C, DESCRIPTIONS, SPECIFICATIONS AND WORK STATEMENT FOR PERIOD 1 JUL Y2017 - 30 JUNE 2018. FOB: Destination				
				NET AMT	\$2,837,849.28

SUBCLIN 009001 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009001					\$0.00
	FY 17 FUNDING - WASTEWATER and IRR FFP FY 17 FUNDING FOR 1 JULY 2017 - DECEMBER 2017 FOB: Destination PURCHASE REQUEST NUMBER: 0011046688				
				NET AMT	\$0.00
	ACRN BE CIN: GFEB00110466880010				\$1,418,924.64

CLIN 0091 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0091		12	Months	\$39,816.00	\$477,792.00
	CONTRACT YEAR 13 - STORM WATER FFP FFP MONTHLY CHARGE TO PROVIDE STORM WATER SYSTEM SERVICE IAW SECTION C, DESCRIPTIONS, SPECIFICATIONS AND WORK STATEMENT FOR PERIOD 1 JUL Y2017 - 30 JUNE 2018. FOB: Destination				
				NET AMT	\$477,792.00

SUBCLIN 009101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009101					\$0.00
	FY17 FUNDING - STORMWATER CONTRACT YR 13 FFP FY 17 FUNDING FOR 1 JULY 2017 - DECEMBER 2017 FOB: Destination PURCHASE REQUEST NUMBER: 0011046688				
				NET AMT	\$0.00
	ACRN BE CIN: GFEB001104668800020				\$238,896.00

CLIN 0092 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0092		12	Months	\$1,776.30	\$21,315.60
	WILSON RANGE SEWER YEAR 6 OF 10 FFP FFP WILSON RANGE SEWER 1 JULY 2017 - 30 JUNE 2018. FOB: Destination				
				NET AMT	\$21,315.60

SUBCLIN 009201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009201					\$0.00
	FY 17 FUNDING WILSON RANGE FFP FY17 FUNDING FROM 1 JULY 2017 - DECEMBER 2017 FOB: Destination PURCHASE REQUEST NUMBER: 0011046688				
				NET AMT	\$0.00
	ACRN BE CIN: GFEB001104668800030				\$10,657.80

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0090:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 009001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0091:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 009101:

INSPECT AT	INSPECT BY	ACCEPT AT
N/A	N/A	N/A

ACCEPT BY Government
2/12/2021
PUBLIC SERVICE COMMISSION OF KENTUCKY

The following Acceptance/Inspection Schedule was added for CLIN 0092:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 009201:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for CLIN 0093:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 009301:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,668,478.44 from \$51,972,311.35 to \$53,640,789.79.

SUBCLIN 009001:

Funding on SUBCLIN 009001 is initiated as follows:

ACRN: BE

CIN: GFEB00110466880010

Acctng Data: 0212017201720200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$1,418,924.64

Total: \$1,418,924.64

Cost Code: A2ABH

SUBCLIN 009101:

Funding on SUBCLIN 009101 is initiated as follows:

ACRN: BE



CIN: GFEB001104668800020

Acctng Data: 0212017201720200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$238,896.00

Total: \$238,896.00

Cost Code: A2ABH

SUBCLIN 009201:

Funding on SUBCLIN 009201 is initiated as follows:

ACRN: BE

CIN: GFEB001104668800030

Acctng Data: 0212017201720200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$10,657.80

Total: \$10,657.80

Cost Code: A2ABH

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
			J	1 3
2. AMENDMENT/MODIFICATION NO. P00065	3. EFFECTIVE DATE 29-Jun-2017	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk17812 WASTE WATER, DPW, FORT KNOX, KY Modification to correct FY11 and FY12 invoice movement by DFAS. This modification balances GFEBs and CAPS reporting. Contractor has previously invoiced against CLIN 0050-01, Capitalization Projects but funds were pulled from another CLIN therefore to make GFEBs and CAPS balance to close those FY's, CLIN 0050-01 is increased by \$23,733.48. Contract Adminstrating Officer, Kerry St. John, kerry.a.stjohn.civ@mail.mil				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.1493 EMAIL: kerry.a.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Kerry St John</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED 2/12/2021 29-Jun-2017		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 005001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
005001	Capitalization Project- Invoice Correct FFP Correction to GFEBs and CAPS reports FOB: Destination PURCHASE REQUEST NUMBER: 0010190935				\$0.00
				NET AMT	\$0.00
				ACRN AS CIN: GFEBs001019093500008	\$23,733.48

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 005001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$23,733.48 from \$53,640,789.79 to \$53,664,523.27.

SUBCLIN 005001:
Funding on SUBCLIN 005001 is initiated as follows:

ACRN: AS

CIN: GFEBs001019093500008

Acctng Data: 02120122012202000001131312542ABH0089 1012.503

Increase: \$23,733.48

6100.9000021001



Total: \$23,733.48

Cost Code: A2ABH

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES 1 6
--	---------------------	------------------------

2. AMENDMENT/MODIFICATION NO. P00067	3. EFFECTIVE DATE 1 July 2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
--	----------------------------------	--	--------------------------------

6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6
--	-----------------------	--

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	X	10B. DATED (SEE ITEM 13) 30-Sep-2004

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 Offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.241-7

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.

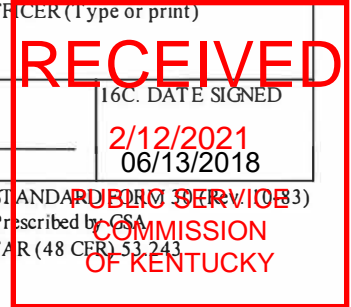
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: stjohnk18505
 OPERATIONS OF WASTE WATER AND STORM WATER UTILITY SYSTEM, FORT KNOX, KY

 Contracting Officer, Kerry A. St. John, kerry.a.stjohn.civ@mail.mil

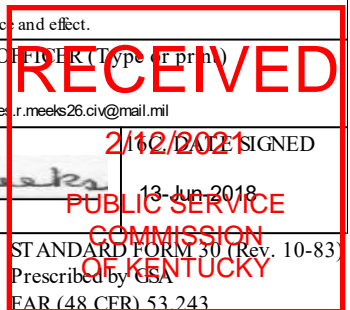
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRUCE, GENERAL MANAGER	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TEL: _____ EMAIL: _____
15B. CONTRACTOR/OFFEROR <i>(Signature)</i>	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
15C. DATE SIGNED 29-MAY-2018	16C. DATE SIGNED 2/12/2021 06/13/2018

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD PUBLIC SERVICE COMMISSION OF KENTUCKY Prescribed by CSMA FAR (48 CFR) 53.243



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00067	3. EFFECTIVE DATE 01-Jul-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(If applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk18505 OPERATIONS OF WASTE WATER AND STORM WATER UTILITY SYSTEM, FORT KNOX, KY Contracting Officer, Kerry A. St. John, kerry.a.stjohn.civ@mail.mil				
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) JAMES R. MEEKS / CONTRACTING OFFICER TEL: 502-624-8438 EMAIL: james.r.meeks26.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>James R. Meeks</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		2/12/2021 13 Jun 2018		
		PUBLIC SERVICE COMMISSION OF KENTUCKY		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:P00067 YR 14

- A. In accordance with FAR 52.241-7, contract year 14 of the 50-year agreement is hereby executed from 1 July 2018 – 30 June 2019.
- B. As a result of paragraph A, the total cost of this contract is increased by \$3,336,956.88 from \$56,494,076.91 to \$59,831,033.79.
- C. As a result of paragraphs A and B, the total contract is hereby funded for 6 months therefore total funding is increased by \$1,668,478.44 from \$55,333,001.71 to \$57,001,480.15.

CLIN 0093 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0093		12	Months	\$236,487.44	\$2,837,849.28
	YR 14 WASTE WATER FFP YR 14 WASTE WATER FOB: Destination PSC CD: S114				
				NET AMT	\$2,837,849.28

SUBCLIN 009301 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009301					\$0.00
	FY 18 FUNDING WASTE WATER FFP FY 18 FUNDING WASTE WATER- 6 MONTHS PURCHASE REQUEST NUMBER: 0011175938-0001				
				NET AMT	\$0.00
	ACRN BF CIN: GFEB001117593800001				\$1,418,924.64

CLIN 0094 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0094		12	Months	\$39,816.00	\$477,792.00
	YR 14 STORM WATER FFP YR 14 STORM WATER FOB: Destination PURCHASE REQUEST NUMBER: 0011175938-0001 PSC CD: S114				
				NET AMT	\$477,792.00

SUBCLIN 009401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009401					\$0.00
	FY 18 FUNDING STORM WATER FFP FY 18 FUNDING STORM WATER - 6 MONTHS PURCHASE REQUEST NUMBER: 0011175938-0001				
				NET AMT	\$0.00
	ACRN BF CIN: GFEB001117593800002				\$238,896.00

CLIN 0095 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0095		12	Months	\$1,776.30	\$21,315.60
	YR 14 WILSON RANGE SEWER FFP YR 14 WILSON RANGE SEWER FOB: Destination PSC CD: S114				
				NET AMT	\$21,315.60

SUBCLIN 009501 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009501					\$0.00
	FY18 FUNDING - WILSON ROAD FFP FY 18 FUNDING WILSON ROAD - 6 MONTHS PURCHASE REQUEST NUMBER: 0011175938-0001				
				NET AMT	\$0.00
	ACRN BF CIN: GFEB001117593800003				\$10,657.80

SUBCLIN 009301:

Funding on SUBCLIN 009301 is initiated as follows:

ACRN: BF

CIN: GFEB001117593800001

Acctng Data: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$1,418,924.64

Total: \$1,418,924.64

Cost Code: A2ABH

SUBCLIN 009401:

Funding on SUBCLIN 009401 is initiated as follows:

ACRN: BF

CIN: GFEB001117593800002

Acctng Data: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$238,896.00

Total: \$238,896.00

Cost Code: A2ABH

SUBCLIN 009501:

Funding on SUBCLIN 009501 is initiated as follows:

ACRN: BF

CIN: GFEB001117593800003

Acctng Data: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001

Increase: \$10,657.80

Total: \$10,657.80

Cost Code: A2ABH

The following have been added by full text:

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(a) Contract line item(s) 0093-0095 is/are incrementally funded. For this/these item(s), the sum of \$----
1,668,478.44 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(s) 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 item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) 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 item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE 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 item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(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 item(s). 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 item(s) funded pursuant to this clause, for 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 item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) 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 paragraph (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 item(s) 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 item(s), 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 item(s) 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 work and allotment of funds for the contract line item(s) 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to 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 in accordance with the following schedule:

On execution of contract \$-1,668,478.44

01/01/2019 - \$1,668,478.44

(End of clause)

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00068	3. EFFECTIVE DATE 31-Aug-2018	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 Limitation of the Governments liability				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk18795 FFP for Waste Water Services, DPW, Fort Knox, KY Modification to add funding for the remainder of Year 14, in the amount of \$1,668,478.44 SUBCLIN 009301 - Waste water - \$1,418,924.64 SUBCLIN 009401 - Storm water \$238,896.00 SUBCLIN 009501 - Wilson Range Sewer - \$10,657.80 All other terms and conditions remain the same. Contracting Officer, Kerry St. John, kerry.a.stjohn.civ@mail.mil				
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) ROBERT L WOOLSEY / CONTRACTING OFFICER TEL: 502-624-4014 EMAIL: robert.l.woolsey2.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Robert L Woolsey</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		2/12/2021 31-Aug-2018		
		PUBLIC SERVICE COMMISSION OF KENTUCKY		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 009301

The CLIN extended description has changed from:

FY 18 FUNDING WASTE WATER- 6 MONTHS

To:

FY 18 FUNDING WASTE WATER

.

SUBCLIN 009401

The CLIN extended description has changed from:

FY 18 FUNDING STORM WATER - 6 MONTHS

To:

FY 18 FUNDING STORM WATER

.

SUBCLIN 009501

The CLIN extended description has changed from:

FY 18 FUNDING WILSON ROAD - 6 MONTHS

To:

FY 18 FUNDING WILSON ROAD

.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,668,478.44 from \$57,001,480.15 to \$58,669,958.59.



SUBCLIN 009301:

BF: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001 A2ABH (CIN
GFEB001117593800001) was increased by \$1,418,924.64 from \$1,418,924.64 to \$2,837,849.28

SUBCLIN 009401:

BF: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001 A2ABH (CIN
GFEB001117593800002) was increased by \$238,896.00 from \$238,896.00 to \$477,792.00

SUBCLIN 009501:

BF: 0212018201820200000113131233 S.0045978.29.3 6100.0124021001 A2ABH (CIN
GFEB001117593800003) was increased by \$10,657.80 from \$10,657.80 to \$21,315.60

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
 1 6

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 P00069 21-Feb-2019 SEE SCHEDULE

6. ISSUED BY CODE W9124D 7. ADMINISTERED BY (If other than item 6) CODE
 MISSION AND INSTALLATION CONTRACTING CMD
 MICC FORT KNOX
 BLDG 1109B STE 373
 199 6TH AVE
 FORT KNOX KY 40121-5720
See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 9A. AMENDMENT OF SOLICITATION NO.
 HARDIN COUNTY WATER DISTRICT 1
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-9343
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO.
 W9124D-05-C-0017
 10B. DATED (SEE ITEM 13)
 X 30-Sep-2004

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 offer is extended, is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 FAR 52.243-1 Changed- Fixed Price
 D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: stjohnk19212
 Waster Water Services- Utility Privatization Contract, Fort Knox, KY
 The purpose of this modification is to add DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (Oct 2016) to Section I of the contract per OUSD memo for Cyber Security dated 21 September 2017.
 All other terms and conditions remain the same.

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)
 STEPHEN M. HOGAN / GENERAL MANAGER KERRY A. ST JOHN / CONTRACTING OFFICER
 TEL: 502.624.1493 EMAIL: kerry.a.stjohn.civ@mail.mil
 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED
 [Signature] 3-7-19 BY [Signature] 2/12/2021
 (Signature of person authorized to sign) (Signature of Contracting Officer)
 07-Mar-2019
PUBLIC SERVICE



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(a) Definitions. As used in this clause--

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

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

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

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

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.

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall--

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

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

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

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

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this



clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

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

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD--

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(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--

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

(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)

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO. P00070
3. EFFECTIVE DATE 11-Mar-2019
4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
5. PROJECT NO. (If applicable)

6. ISSUED BY CODE W9124D
MISSION AND INSTALLATION CONTRACTING CMD
MICC FORT KNOX
BLDG 1109B STE 373
199 6TH AVE
FORT KNOX KY 40121-5720
7. ADMINISTERED BY (If other than item 6) CODE
See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
HARDIN COUNTY WATER DISTRICT 1
1400 ROGERSVILLE RD
RADCLIFF KY 40160-9343
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
10B. DATED (SEE ITEM 13)
X 30-Sep-2004

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 Offer is extended, is not extended.
Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c)
D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: stjohnk19228
Waste Water Services - Utility Privatization Contract, Fort Knox, KY

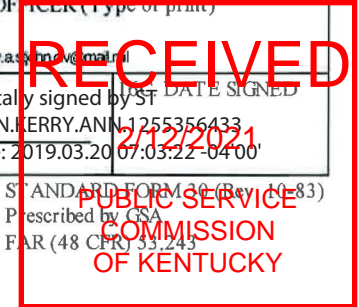
Modification to de-obligate FY 15 funds on the following CLINs
CLIN 008312 - \$18,075.63
CLIN 008501 - \$19,579.76

All other terms and conditions remain the same.

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/OFFEROR
Stephen M. Hogan
(Signature of person authorized to sign)
15C. DATE SIGNED
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Kerry A. St. John
EL: 502-624-1493 EMAIL: kerry.a.stjohn@va.mil
16B. UNITED STATES OF AMERICA
ST
BY JOHN.KERRY.ANN.1255356433
(Signature of Contracting Officer)
Digitally signed by ST DATE SIGNED
JOHN.KERRY.ANN.1255356433
Date: 2019.03.20 07:05:22 -0400
2/12/2021

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 33.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$37,655.39 from \$58,669,958.59 to \$58,632,303.20.

SUBCLIN 008312:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEB001070451500007) was decreased by \$18,075.63 from \$80,000.00 to \$61,924.37

SUBCLIN 008501:

BC: 0212015201520200000113131254 S.0005431.31.504.6 6100.9000021001 A2ABH (CIN GFEB001070451500014) was decreased by \$19,579.76 from \$200,000.00 to \$180,420.24

(End of Summary of Changes)



2. AMENDMENT/MODIFICATION NO. 71	3. EFFECTIVE DATE 30-Jun-2019	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable)
--	---	--	--------------------------------

6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6
--	-----------------------	--

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
	X 10B. DATED (SEE ITEM 13) 30-Sep-2004

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 Offer is extended, is not extended.

Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

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

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.241-3

D. OTHER (Specify type of modification and authority)

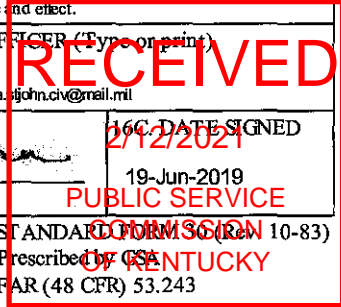
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **stjohnk19323**
OPERATIONS OF WASTE WATER AND STORM WATER UTILITY SYSTEM, FORT KNOX, KY

 Contracting Officer, Kerry A. St. John, kerry.a.stjohn.civ@mail.mil

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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.5846 EMAIL: kerry.a.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Kerry A St John</i> (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/2021 19-Jun-2019 PUBLIC SERVICE



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00071- 15 YEAR AGREEMENT

- A. In accordance with FAR 52.241-7, Change in Rates or Terms and Conditions of Service for Regulated Services, contract year 15 of the 50-year agreement is hereby executed from 1 July 2019– 30 June 2020.

- B. As a result of paragraph A, the total cost of this contract was increased by \$3,336,956.88 from \$59,831,033.79 to \$63,167,990.67.

- C. As a result of paragraphs A and B, the total funded amount for this document was increased by \$3,336,956.88 from \$58,632,303.20 to \$61,969,260.08.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0096 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0096		12	Months	\$236,487.44	\$2,837,849.28
	YR 15 Waste Water FFP YR 15 Waste Water - 12 Months @ \$236,48.77 per month for total of \$2,837,849.28 FOB: Destination PURCHASE REQUEST NUMBER: 0011358070 PSC CD: S114				
				NET AMT	\$2,837,849.28
	ACRN BG CIN: GFEB001135807000001				\$2,837,849.28

CLIN 0097 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0097		12	Months	\$39,816.00	\$477,792.00
	YR 15 Storm Water FFP YR 15 Storm Water - 12 Months @ \$39,816.00 per month for total of \$477,792.00 FOB: Destination PURCHASE REQUEST NUMBER: 0011358070 PSC CD: S114				
				NET AMT	\$477,792.00
	ACRN BG CIN: GFEB001135807000002				\$477,792.00

CLIN 0098 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0098		12	Months	\$1,776.30	\$21,315.60
	YR 15 Wilson Range Sewer FFP YR 15 Wilson Range Sewer - 12 Months @ \$1,776.30 per month for total of \$21,315.60 FOB: Destination PURCHASE REQUEST NUMBER: 0011358070 PSC CD: S114				
				NET AMT	\$21,315.60
	ACRN BG CIN: GFEB001135807000003				\$21,315.60

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0096 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2019 TO 30-JUN-2020	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

The following Delivery Schedule for CLIN 0097 has been added:



DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2019 TO 30-JUN-2020	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

The following Delivery Schedule for CLIN 0098 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2019 TO 30-JUN-2020	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$3,336,956.88 from \$58,632,303.20 to \$61,969,260.08.

CLIN 0096:

Funding on CLIN 0096 is initiated as follows:

ACRN: BG
CIN: GFEB001135807000001
Acctng Data: 0212019201920200000113131233 S.0045978.82.2 6100.0124021001
Increase: \$2,837,849.28
Total: \$2,837,849.28
Cost Code: A2ABH

CLIN 0097:

Funding on CLIN 0097 is initiated as follows:

ACRN: BG
CIN: GFEB001135807000002
Acctng Data: 0212019201920200000113131233 S.0045978.82.2 6100.0124021001
Increase: \$477,792.00
Total: \$477,792.00
Cost Code: A2ABH

CLIN 0098:



Funding on CLIN 0098 is initiated as follows:

ACRN: BG

CIN: GFEBS001135807000003

Acctng Data: 0212019201920200000113131233 S.0045978.82.2 6100.0124021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. F00072		3. EFFECTIVE DATE 26-Sep-2019	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1108B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (if other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9843			9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)	
CODE 316V9			FACILITY CODE	X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
				X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Paragraph C.11 Upgrades, renewals and replacements					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk19522 FFP for Waste Water For Fort Knox, KY IAW with Paragraph C.11, of the contract, for Upgrades, renewals and replacements, Camp Carlson Sewer project is now added to this contract under CLIN 0099 to upgrade 18 existing water/electric RV sites to have sewer hook-up. RV sites: A14, E3, F2, F3, F4, F5, F6, F7, F8, F12, G1, G2, G3, G4, G5, G6, G7, G8 Total cost and funding is hereby increased by \$85,321.00 Contracting Officer, Kerry St. John, kerry.a.stjohn.civ@mail.mil					
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) <i>Stephen M. Hagan</i> GENERAL MANAGER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.6846 EMAIL: kerry.stjohn.civ@mail.mil		<div style="border: 2px solid red; padding: 5px; font-weight: bold; font-size: 1.2em;">RECEIVED</div> <div style="font-weight: bold; color: red; font-size: 0.8em;">2/12/2021</div> <div style="font-weight: bold; color: red; font-size: 0.8em;">PUBLIC SERVICE COMMISSION OF KENTUCKY</div>
15B. CONTRACTOR/OFFICER <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED 9-30-19	16B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED 29-Sep-2019	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (49 CFR) 53.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$85,321.00 from \$63,167,990.67 to \$63,253,311.67.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0099 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0099	Camp Carlson Sewer FFP Camp Carlson Sewer FOB: Destination PURCHASE REQUEST NUMBER: 0011407681 PSC CD: S114	1	Job	\$85,321.00	\$85,321.00
NET AMT					\$85,321.00
ACRN BH CIN: GFEB001140768100001					\$85,321.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0099:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$85,321.00 from \$61,969,260.08 to \$62,054,581.08.



CLIN 0099:
Funding on CLIN 0099 is initiated as follows:

ACRN: BH

CIN: GFEB001140768100001

Acctng Data: 0212018201820200000113131254 S.0018894.001.24.411 6100.9000021001

Increase: \$85,321.00

Total: \$85,321.00

Cost Code: A2ABH

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE _____ PAGE OF PAGES
 1 | 7

2. AMENDMENT/MODIFICATION NO. P00073
 3. EFFECTIVE DATE 01-Jul-2020
 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE W9124D
 MISSION AND INSTALLATION CONTRACTING CMD
 MICC FORT KNOX
 BLDG 1109B STE 250
 199 6TH AVE
 FORT KNOX KY 40121-5720
 7. ADMINISTERED BY (If other than item 6) CODE
See Item 6

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)
 HARDIN COUNTY WATER DISTRICT 1
 1400 ROGERSVILLE RD
 RADCLIFF KY 40160-9343
 9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017
 X 10B. DATED (SEE ITEM 13) 30-Sep-2004

CODE 516V9 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 Offer is extended, is not extended.
 Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
 X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7
 D. OTHER (Specify type of modification and authority)

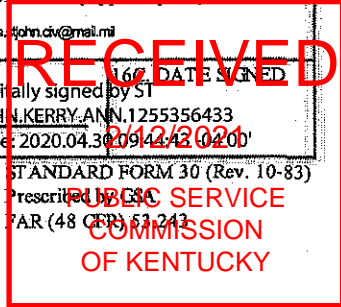
E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: stjohnk20351
 Operations of Waste Water and Storm Water Utility System, Fort Knox, KY
 Contracting Officer, Kerry St. John, kerry.a.stjohn.civ@mail.mil

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) Kerry St. John 502-524-5848 EMAIL: kerry.a.stjohn.civ@mail.mil
15B. CONTRACTOR OFFICER <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 4/29/2020
16B. UNITED STATES OF AMERICA BY: ST JOHN KERRY ANN 1255356433 (Signature of Contracting Officer)	16C. DATE SIGNED Digitally signed by ST JOHN KERRY ANN 1255356433 Date: 2020.04.30 09:44:43 -0400

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 51.243



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. F00073			3. EFFECTIVE DATE 01-Jul-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720			7. ADMINISTERED BY (If other than item 6) See Item 6	5. PROJECT NO. (If applicable) 1 7
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.	
CODE 316V9			9B. DATED (SEE ITEM 11)	
FACILITY CODE			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017	
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohk20351 Operations of Waste Water and Storm Water Utility System, Fort Knox, KY Contracting Officer, Kerry St. John, kerry.a.stjohn.civ@mail.mil				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.5846 EMAIL: kerry.a.stjohn.civ@mail.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>Kerry St John</i> (Signature of Contracting Officer)	2/16/2021 30-Apr-2020 PUBLIC SERVICE
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00073

- A. In accordance with FAR 52.241-7, contract year 16 of the 50-year agreement is hereby executed from 1 July 2020 - 30 June 2021.
- B. As a result of paragraph A, the total cost of this contract was increased by \$3,336,956.88 from \$63,253,311.67 to \$66,590,268.55.
- C. As a result of paragraphs A and B, the total funded amount for this document was increased by \$834,239.22 from \$62,054,581.08 to \$62,888,820.30..

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0100 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0100		12	Months	\$236,487.44	\$2,837,849.28
	YR16 Waster Water FFP YR 16 Waste Water - 12 Months @ \$236,48.77 per month for total of \$2,837,849.28 FOB: Destination PSC CD: S114				
				NET AMT	\$2,837,849.28

SUBCLIN 010001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010001					\$0.00
	YR 16 Waste Water Funding FFP FYR16 Waste Water Funding 3 Months @\$236,48.77 per month for total funding of \$709,462.32 PURCHASE REQUEST NUMBER: 0011473204				
				NET AMT	\$0.00
	ACRN BJ CIN: GFEB001147320400001				\$709,462.32

CLIN 0101 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0101		12	Months	\$39,816.00	\$477,792.00
	YR16 Storm Water FFP YR16 Storm Water - 12 months @ \$39,816 per month for total costs of \$477,792.00 FOB: Destination PSC CD: S114				
				NET AMT	\$477,792.00

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010101					\$0.00
	YR16 Storm Water Funding FFP FY16 Storm Water Funding - 3 Months @ \$39816.00 per month for total funding of \$119,448.00 PURCHASE REQUEST NUMBER: 0011473204				
				NET AMT	\$0.00
	ACRN BJ CIN: GFEB001147320400002				\$119,448.00

CLIN 0102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0102		12	Months	\$1,776.30	\$21,315.60
	YR16 Wilson Range Sewer FFP YR16 Wilson Range Sewer - 12 months @ \$1,776.30 per month for total costs of \$21,315.60 FOB: Destination PSC CD: S114				
				NET AMT	\$21,315.60

SUBCLIN 010201 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201					\$0.00
	YR16 Wilson Range Sewer Funding FFP FY16 Wilson Range Sewer Funding 3 Months @ \$1,766.30 for total funding of \$5,328.90 PURCHASE REQUEST NUMBER: 0011473204				
				NET AMT	\$0.00
	ACRN BJ CIN: GFEBS001147320400003				\$5,328.90

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 0100 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2020 TO 30-JUN-2021	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

The following Delivery Schedule for CLIN 0101 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2020 TO 30-JUN-2021	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

The following Delivery Schedule for CLIN 0102 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 01-JUL-2020 TO 30-JUN-2021	N/A	BUSINESS OPNS & INTEGRATION DIV OPERATIONS & MAINTENANCE DIV 1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	W22PES

SECTION G - CONTRACT ADMINISTRATION DATA

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$834,239.22 from \$62,054,581.08 to \$62,888,820.30.

SUBCLIN 010001:

Funding on SUBCLIN 010001 is initiated as follows:

ACRN: BJ
CIN: GFEB001147320400001
Acctng Data: 02120202020200000113131233 S.0070014.22.6 6100.0124021001
Increase: \$709,462.32
Total: \$709,462.32
Cost Code: A60TE

SUBCLIN 010101:

Funding on SUBCLIN 010101 is initiated as follows:

ACRN: BJ
CIN: GFEB001147320400002
Acctng Data: 02120202020200000113131233 S.0070014.22.6 6100.0124021001
Increase: \$119,448.00
Total: \$119,448.00
Cost Code: A60TE

SUBCLIN 010201:

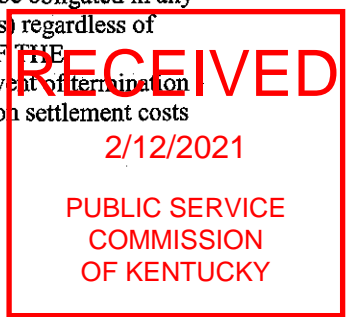
Funding on SUBCLIN 010201 is initiated as follows:

ACRN: BJ
CIN: GFEB001147320400003
Acctng Data: 02120202020200000113131233 S.0070014.22.6 6100.0124021001
Increase: \$5,328.90
Total: \$5,328.90
Cost Code: A60TE

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) CLIN 0100, 0101 amd 0102 is/are incrementally funded. For this/these item(s), the sum of \$834,239.22 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(s) 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 item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) 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 item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE 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 item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).



(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 item(s). 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 item(s) funded pursuant to this clause, for 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 item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) 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 paragraph (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 item(s) 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 item(s), 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 item(s) 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 work and allotment of funds for the contract line item(s) 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to 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 in accordance with the following schedule:

On execution of contract \$--

09/30/2020 \$2,502,717.66

(End of clause)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

W9124D-05-C-0017

P00073

Page 7 of 7

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00074	3. EFFECTIVE DATE 25-Aug-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 Limitation of Governments liability				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk20516 FFP for Waste Water Services, DPW, Fort Kknox, KY Modification to add additional funding for three months of YR 16 agreement, in the amount of \$834,239.22. SUBCLIN 0100-01 - \$709,462.32 SUBCLIN 0101-01 - \$119,448.00 SUBCLIN 0102-01 - \$5,328.90				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.5846 EMAIL: kerrya.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Kerry A St John</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		2/12/2021 SIGNED 25-Aug-2020 PUBLIC SERVICE COMMISSION OF KENTUCKY		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010001

The CLIN extended description has changed from:

FYR16 Waste Water Funding 3 Months @\$236,48.77 per month for total funding of \$709,462.32

To:

FYR16 Waste Water Funding 6 Months @\$236,48.77 per month for total funding of \$1,418,924.64

SUBCLIN 010101

The CLIN extended description has changed from:

FY16 Storm Water Funding - 3 Months @ \$39816.00 per month for total funding of \$119,448.00

To:

FY16 Storm Water Funding - 6 Months @ \$39816.00 per month for total funding of \$238,896.00

SUBCLIN 010201

The CLIN extended description has changed from:

FY16 Wilson Range Sewer Funding 3 Months @ \$1,766.30 for total funding of \$5,328.90

To:

FY16 Wilson Range Sewer Funding 6 Months @ \$1,766.30 for total funding of \$10,657.80

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$709,581.77 from \$62,888,820.30 to \$63,598,402.07.



SUBCLIN 010001:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN
GFEB001147320400001) was increased by \$709,462.32 from \$709,462.32 to \$1,418,924.64

SUBCLIN 010101:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN
GFEB001147320400002) was increased by \$119.45 from \$119,448.00 to \$119,567.45

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00075	3. EFFECTIVE DATE 26-Aug-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 Limitation of Governments Liability				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk20520 FFP for Water Water Services, DPW, For Knox, KY Modification to correct Modification P00074 funding to reflect the correct amount of funding for the following SubCLINS SUBCLIN 0101-01 funding added should have been \$119,448.00, not \$119.45 therefore funding in the amount of \$119,328.55. SUBCLIN 0102-01 funding was not applied on MOD P00074 therefore funding is applied in the amount of \$5,328.90.				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.5846 EMAIL: kerrya.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Kerry A St John</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED 2/12/2021 26-Aug-2020		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84 30-105-04				
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$124,657.45 from \$63,598,402.07 to \$63,723,059.52.

SUBCLIN 010101:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEB001147320400002) was increased by \$119,328.55 from \$119,567.45 to \$238,896.00

SUBCLIN 010201:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEB001147320400003) was increased by \$5,328.90 from \$5,328.90 to \$10,657.80

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00076	3. EFFECTIVE DATE 09-Sep-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO.(If applicable)	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer 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 telegram 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 telegram or letter, provided each telegram or letter 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 Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: DFARS 252.232-7007 Limitation of the Governments Liability				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk20526 FFP for Waste Water Services, DPW, Fort Knox, KY Modification to add funding for the remainder of YR16, in the amount of \$1,668,478.44 and to remove the DFARS clause for Limitation of the Governments Liability. All funds for YR 16 are available. Adding funding for the following SubCLINS SubCLIN 0100-01 Waste Water - \$1,418,924.64 SubCLIN 0101-01 \$238,896.00 SubCLIN 0102-01 \$10,657.80				
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) KERRY A. ST JOHN / CONTRACTING OFFICER TEL: 502.624.5846 EMAIL: kerrya.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)		BY <i>Kerry A St John</i> (Signature of Contracting Officer)		
15C. DATE SIGNED		16C. DATE SIGNED 2/12/2021 09-Sep-2020		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				
30-105-04				
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243				



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 010001

The CLIN extended description has changed from:

FYR16 Waste Water Funding 6 Months @\$236,48.77 per month for total funding of \$1,418,924.64

To:

FYR16 Waste Water Funding

.

SUBCLIN 010101

The CLIN extended description has changed from:

FY16 Storm Water Funding - 6 Months @ \$39816.00 per month for total funding of \$238,896.00

To:

FY16 Storm Water Funding

.

SUBCLIN 010201

The CLIN extended description has changed from:

FY16 Wilson Range Sewer Funding 6 Months @ \$1,766.30 for total funding of \$10,657.80

To:

FY16 Wilson Range Sewer Funding

.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$1,668,478.44 from \$63,723,059.52 to \$65,391,537.96.



SUBCLIN 010001:

BJ: 02120202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN
GFEB001147320400001) was increased by \$1,418,924.64 from \$1,418,924.64 to \$2,837,849.28

SUBCLIN 010101:

BJ: 02120202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN
GFEB001147320400002) was increased by \$238,896.00 from \$238,896.00 to \$477,792.00

SUBCLIN 010201:

BJ: 02120202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN
GFEB001147320400003) was increased by \$10,657.80 from \$10,657.80 to \$21,315.60

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been deleted:

252.232-7007 Limitation Of Government's Obligation

APR 2014

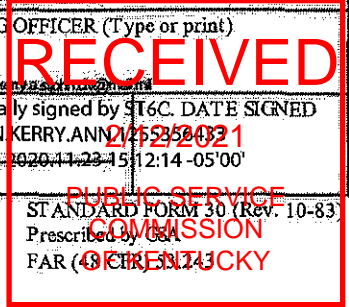
(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00077		3. EFFECTIVE DATE 23-Nov-2020	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable) 1 2
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
			X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer 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:</p> <p>(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 telegram 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 telegraphic letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohk2121 FFP for Waste Water for Fort Knox, KY Modification to deobligate unused funds from CLIN 0099 for Campe Carlson sewer installation hookups in the amount of \$45,905.18. Contractor confirmed on 26 October no other funding is required. Modification also adds the FAR clause 52.204-25 to the contract. Contractor provided signed representations to FAR 52.204-24 and FAR 52.204-26 on 21 September 2020. All other terms and conditions remain the same. Contracting Officer: Kerry St. John, kerry.a.stjohn.civ@mail.mil					
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) Kerry St. John		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i>			15C. DATE SIGNED 11-19-2020		16B. UNITED STATES OF AMERICA JOHN.KERRY.ANN.12553564 BY: 33 (Signature of Contracting Officer)
15D. DATE SIGNED			16C. DATE SIGNED 202011231512:14 -05'00'		
EXEMPTION TO SF 30 APPROVED BY OIRM 11-84					
30-105-04					



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was decreased by \$45,905.18 from \$66,590,268.55 to \$66,544,363.37.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0099

The unit price amount has decreased by \$45,905.18 from \$85,321.00 to \$39,415.82.

The total cost of this line item has decreased by \$45,905.18 from \$85,321.00 to \$39,415.82.

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$45,905.18 from \$65,391,537.96 to \$65,345,632.78.

CLIN 0099:

BH: 0212018201820200000113131254 S.0018894.001.24.411 6100.9000021001 A2ABH (CIN
GFEB001140768100001) was decreased by \$45,905.18 from \$85,321.00 to \$39,415.82

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment AUG 2020

(End of Summary of Changes)

RECEIVED

2/12/2021

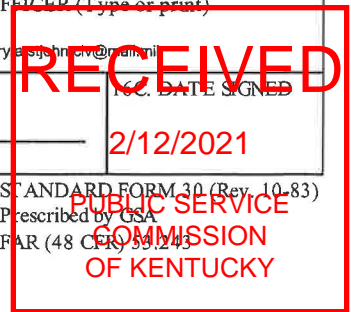
PUBLIC SERVICE
COMMISSION
OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P0078	3. EFFECTIVE DATE 25-Jan-2021	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE	5. PROJECT NO. (If applicable) 1 4	
6. ISSUED BY MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE W9124D	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017		
		X 10B. DATED (SEE ITEM 13) 30-Sep-2004		
CODE 316V9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(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 telegram 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 telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: stjohnk2163 FFP for Waste Water for Fort Knox, KY				
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) Kerry St. John EMAIL: kerry.stjohn.civ@mail.mil		
15B. CONTRACTOR/OFFEROR <i>[Signature]</i> (Signature of person authorized to sign)	15C. DATE SIGNED 1-25-2021	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 2/12/2021	

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.123



SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00078

- A. In accordance with FAR 52.243-1 Changes, the contract is hereby modified as reflected below.
- B. Modification to decrement 7 months of funding and cost on CLIN 010001 for the decreased amount of \$1,655,412.08 as a result of Redmar changes.
- C. As a result of paragraph B, CLIN 0103 is added for the revised reduced unit pricing of \$235,819.44 per month for 7 months for the Redmar changes. Cost is only applied on this action, funding to follow on sequential modification.
- D. Modification is also for the cost to incorporate cyber security requirements in accordance with DFARS clause 252.204-7012. Total costs per year is \$5,835.07 per year and \$204,227.41 for the remaining 35 years of the contract.
- E. As a result of paragraph D, CLIN 0104 is hereby added to the contract for the cost and funding amount of \$5,835.07 for YR 16.
- F. As a result of this modification, the total cost of this contract was increased by \$1,159.07 from \$66,544,363.37 to \$66,545,522.44.
- G. As a result of this modification, the total funded amount for this document was decreased by \$1,649,577.01 from \$65,345,632.78 to \$63,696,055.77.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0100

The CLIN extended description has changed from:

YR 16 Waste Water - 12 Months @ \$236,487.44 per month for total of \$2,837,849.28

To:

YR 16 Waste Water - 5 Months @ \$236,487.44 per month for total of \$1,182,437.20

CLIN 0100

The pricing detail quantity has decreased by 7.00 from 12.00 to 5.00

The total cost of this line item has decreased by \$1,655,412.08 from \$2,837,849.28 to \$1,182,437.20.

CLIN 0103 is added as follows:

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0103		7	Months	\$235,819.44	\$1,650,736.08
	YR16 Waste Water FFP FY16 Waste Water 7 months @ \$235,819.44 FOB: Destination				
				NET AMT	\$1,650,736.08

CLIN 0104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0104		1	Job	\$5,835.07	\$5,835.07
	Cyber Security -YR16 of 35 Years FFP Cyber Security implementation of DFARS Clause 252.204-7012. Yearly costs of \$5,835.07. Total costs for remaining 35 years is \$204,227.41. FOB: Destination PURCHASE REQUEST NUMBER: 0011473204				
				NET AMT	\$5,835.07
	ACRN BK CIN: GFEB001147320400012				\$5,835.07

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was decreased by \$1,649,577.01 from \$65,345,632.78 to \$63,696,055.77.

SUBCLIN 010001:

BJ: 02120202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEB001147320400001) was decreased by \$1,655,412.08 from \$2,837,849.28 to \$1,182,437.20

CLIN 0104:

Funding on CLIN 0104 is initiated as follows:

ACRN: BK

CIN: GFEB001147320400012

Acctng Data: 0212021202120200000113131254 S.0070014.22.6 6100.9000021001

Increase: \$5,835.07



Total: \$5,835.07

Cost Code: A60TE

(End of Summary of Changes)

RECEIVED

2/12/2021

PUBLIC SERVICE
COMMISSION
OF KENTUCKY