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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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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 <u>shall</u> 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. <u>Hardin County shall be</u> 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-ofmagnitude 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

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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

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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 entirey and replaced with the attached "Submittals" list, which is hereby incorporated by this modification.

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

Attachments

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

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.



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





COMMISSION OF KENTUCKY 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 utilityspecific 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 <u>shall</u>, 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. <u>Hardin County shall be responsible for maintaining sole use roads leading to its facilities</u>. 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

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.

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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.

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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



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 <u>Feb 1</u>, of the first full fiscal year following contract award. Thereafter the plan shall be submitted no later than <u>Feb 1</u>, 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. ¶

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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.

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 <u>Paragraph H.9. Accounting for Capital</u> <u>Upgrades/Purchase Price</u>, 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

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.

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

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



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.



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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.



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OPERATION OF WASTE WATER A	ND STORM WATER UTL	ITY SYSTEMS, FORT KNOX, KENTU	CKY		
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FAR (48 CFR) 53.243

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.



				P00002 Page 3 of 7
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: W22PE	ES-5193-5014		
	*		NET AMT	
	ACRN AA Funded Amount			\$0.00
FOB:	Destination			
ITEM NO 0001AA	SUPPLIES/SERVICES QUANTITY 12 Monthly Charge to Provide Waste Water	UNIT Months	UNIT PRICE \$213,659.00	AMOUNT \$2,563,908.00
	FFP Utility Service in accordance with Section C. Work Statement PURCHASE REQUEST NUMBER: W22PE		Specifications, and	
			NET AMT	\$2,563,908.00
	ACRN AA Funded Amount			\$0.00
FOB:	Destination			
ITEM NO 0001AB	SUPPLIES/SERVICES QUANTITY 1 One Time Credit for Purchase of	UNIT Each	UNIT PRICE \$0.00	AMOUNT \$0.00
	FFP Waste Water System (Contractor shall deduc 0001AA on a one time basis) PURCHASE REQUEST NUMBER: W22PE		of \$1.00 from CLIN	

NET AMT

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W9124D-05-C-0017

ACRN AA Funded Amount

FOB: Destination

				P00002 Page 4 of 7
	ITEM NO 0001AC	SUPPLIES/SERVICES QUANTITY UNI 12 Mont Initial Capital Improvement Surcharge FFP PURCHASE REQUEST NUMBER: W22PES-5193	hs \$58,995.00	AMOUNT \$707,940.00
			NET AMT	\$707,940.00
		ACRN AA Funded Amount		\$0.00
	FOB:	Destination		
	ITEM NO 0001AD	SUPPLIES/SERVICES QUANTITY UNI 12 Mont Initial Capital Improvement Surcharge FFP (UV Disinfection) PURCHASE REQUEST NUMBER: W22PES-5193-	hs \$19,170.00	AMOUNT \$230,040.00
			NET AMT	\$230,040.00
		ACRN AA Funded Amount		\$0.00
	FOB:	Destination		
	ITEM NO 0002	SUPPLIES/SERVICES QUANTITY UNI Storm Water Utility System, Ft Knox, KY	T UNIT PRICE	AMOUNT
		50 year contract effective 1 Jul 05 PURCHASE REQUEST NUMBER: W22PES-5193-	-5014	
			NET AMT	
		ACRN AA Funded Amount		
	FOB:	Destination		
				2/12/2021
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W9124D-05-C-0017

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W9124D-05-C-0017 P00002 Page 5 of 7

ITEM NO 0002AA	SUPPLIES/SERVICES QUANTITY 12 Monthly Charge for Storm Water Utility FFP Service in accordance with Section C, Descri Statement PURCHASE REQUEST NUMBER: W22PE	• *****	UNIT PRICE \$33,811.00 ications, and Work	AMOUNT \$405,732.00
FOB:	ACRN AA Funded Amount Destination		– NET AMT	\$405,732.00 \$0.00
ITEM NO 0002AB	SUPPLIES/SERVICES QUANTITY 1 One time Credit for Purchase of Storm FFP Water System (Contractor shall deduct the an on a one time basis) PURCHASE REQUEST NUMBER: W22PE		UNIT PRICE \$0.00) from CLIN 0002AA	AMOUNT \$0.00
FOB:	ACRN AA Funded Amount Destination		– NET AMT	. \$0.00 \$0.00
ITEM NO 0003	SUPPLIES/SERVICES QUANTITY Funding PURCHASE REQUEST NUMBER: W22PE	UNIT S-5193-5014	UNIT PRICE	AMOUNT
			– NET AMT	
FOB:	ACRN AA Funded Amount Destination			\$0.00 RECEIVE 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

W9124D-05-C-0017 P00002 Page 6 of 7

ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
0003AA	FY 05 Funding FFP	\$0.00	\$0.00
	PURCHASE REQUEST NUMBER: W22PES-5193-50	114	
		NET AMT	\$0.00
		NET AMT	30.00
	ACRN AA Funded Amount		\$2,461,698.54
FOB:	Destination		
ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
0003AB		\$0.00	\$0.00
	FY 05 Funding FFP		
	PURCHASE REQUEST NUMBER: W22PES-5193-50	14	
		÷	
		NET AMT	\$0.00

ACRN AB Funded Amount

FOB: Destination



\$298,785.48

W9124D-05-C-0017 P00002 Page 7 of 7

ACCOUNTING AND APPROPRIATION DATA

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

AB: 215202000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165 AMOUNT: \$298,785.48



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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.



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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

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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

<u>The Contractor and Fort Knox, jointly as co-permittees</u>, shall be the party of record for all environmental permits related to operating the systems. <u>The Contractor</u> 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

<u>The Contractor</u> 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, <u>the Contractor</u> shall coordinate with the Contracting Officer's Representative and cognizant environmental



representative for the site. The Government will provide <u>the Contractor</u> 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 <u>shall</u> be cut only during the period of October 15 - March 31. Prior to removal of any trees, <u>DPW (Directorate of Public Works)</u> Fish and Wildlife Section and Forestry Section <u>shall</u> be notified. Prior to any digging activities, the Post Archaeologist <u>shall</u> 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. <u>The Contractor</u> shall be responsible for conducting this assessment and preparing the NEPA document. Development of the NEPA document <u>shall</u> be coordinated with the <u>DPW</u> EMD (Environmental Management Division). The document <u>shall</u> be reviewed and approved by the Installation Environmental Coordinator prior to any construction. For Environmental Assessments and Environmental Impact Statements, <u>the Contractor</u> is responsible for advertisement in local and regional newspapers, and conducting public meetings per NEPA and AR 200-2. <u>The Contractor</u> 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



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:

<u>Polychlorinated Biphenyls.</u> 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

<u>Lead.</u> 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.

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

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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 looses 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 inlcuding 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-permittes, citations and violation notices issued by regulatory authorities against the Contractor owned facilities in noncompliance with environmental laws and regulations

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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



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.

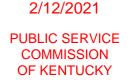
If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, Changes - Fixed Price or FAR 52.241-7 Changes in Rates or Terms and Conditions of Service for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



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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 reinbursing the Contractor for temporary connections or utility usage. The Administrative Contracting officer will shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer

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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 utilityspecific 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, Charges - fixed VE

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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.

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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 manage 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 IVEC and length of any service disruption. The Contractor shall ensure it is able to receive the IVEC 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. 27th@/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 CEIVE 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 2/12/2021

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, PPERCENT 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 2/12/2021

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:

<u>Polychlorinated Biphenyls.</u> 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

<u>Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs).</u> 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 looses 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.

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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.

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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-permittes, 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 ac inities of the Contractor required to bring the utility systems, as purchased, up to legally applicable regulatory EIVEE 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/62/2021

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.



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/2021

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.



			i	. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLIC	TATION/MODII	FICATION OF CONTRACT		J		1 2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	l' NO.(If applicable)
P00005	06-Oct-2005	W22PES-5193-5014				
. ISSUED BY COD	E W9124D	7. ADMINISTERED BY (If other than item 6)		COL	DE	
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000		See Item 6				
8. NAME AND ADDRESS OF CONTRAC HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	TOR (No., Street, County,	, State and Zip Code)	9B. X 10A	DATED (SE MOD. OF 0124D-05-C	CONTRAC -0017	CT/ORDER NO.
CODE 316V9	FACILITY CO	DE		3. DATED (1 Jul-2005	SEE ITEN	13)
		APPLIES TO AMENDMENTS OF SOLIC	1.00			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue of the second	copies of the amendme s a reference to the solicitation an R THE RECEIPT OF OFFERS this amendment you desire to cha o the solicitation and this amendment	fied in the solicitation or as amended by one of the f ent; (b) By acknowledging receipt of this amendment ad amendment numbers. FAILURE OF YOUR ACK PRIOR TO THE HOUR AND DATE SPECIFIED 1 nge an offer already submitted, such change may be nent, and is received prior to the opening hour and d	on each c NOWLEI MAY RES made by te	opy of the offer DGMENT TO E ULT IN elegram or letter	BE	
See Schedule	n Brith (n required)					
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		CT/ORDER NO. AS DESCRIBED IN ITI	State 1995			
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D. OTHER (Specify type of modification a						
E. IMPORTANT: Contractor X is not	is required to si	gn this document and return	copies t	o the issuing	office.	
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		TEL: 502-624-4947	EM		Contraction of the second	@KNOX.ARMY.MIL
Signature of person authorized to sign)	15C. DATE SIGNE	ED 16B. UNITED STATES OF AMER BY Stars (Signature of Contracting Off	aB		m	12/2029GNED
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Fres	NDARD F cribed by C	

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: 215202000002AB4AH131079J2S46252G2ETPY5W22PES51935014TPY52E012165 AMOUNT: \$2,461,698.54

AB: 215202000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165 AMOUNT: \$0.00

AC: 215202000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165 AMOUNT: \$298,785.48



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10 U.S.C. 2688						_	_	
D. OTHER (Specify type of modified		authority)						
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ccept as provided herein, all terms and condit	ions of the do	ocument referenced in Item 9	A or 10A, as heretofore changed, remains unchang		the second se	and the second statement of th		
A. NAME AND TITLE OF SIGNE		print) AL MANAGER	16A. NA Stephanie A. Bow Contracting Offic			R (Type or	
SB CONTRACTOR/OFPEROR (Signature of person authorized to	n	15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RIC	Sorman		160 2/ 	12/2021
XCEPTION TO SF 30 PROVED BY OIRM 11-84			30-105-04					MMISSION 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



·		ONTRACT DISCR				
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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.



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)



- 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.



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

- 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



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 Ell Sewer Machine
1 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
	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



- 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

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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



- h. Shelf Unit, Metal, 3 Shelfs, 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 Frame6' x 3'
- k. Shelf Unit, Metal, Open, 4 Shelves, 7' H X 30" X 30"

Description

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	
1	Ea	

Ea

Ea

1

1

Incubator - Model #MFU20F3GW 11.8 Refrigerator - Model #TB12SBB Desiccator



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
-L	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



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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, Belltwash, 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 RECEIVED Handler Drive, Model #37F380X954

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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
I	CD	Storm Water Drawing (per amendment 0005 dated 4/26/02) and Wastewater Collection Drawings



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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 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.

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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*.

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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 reimpursing the Contractor for temporary connections or utility usage. The Administrative Contractor Pfficer shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer

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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 utilityspecific 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, Change Field Price.

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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.

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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 manage 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 score and length of any service disruption. The Contractor shall ensure it is able to accure the EIV 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 2/2021

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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.



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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 Governman 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

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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, EPORA 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

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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:

<u>Polychlorinated Biphenvis</u>. 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

<u>Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs)</u>. 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 looses 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 ead, asbestos, or other hazardous waste or substances. In the event that the exposure is the perint of E 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 CE

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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-permittes, 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.



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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.

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 the second schedule for the second schedule for the construction of the second schedule for the

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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.



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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").

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
RECEIVEC

Modification P00006

- 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,

winder

STEPHANIE A. BOWMAN Contracting Officer



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

5 6/6/0 ROBERT K. ENDER

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

Hardin County Water District #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).

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)



- 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. RECEIVED

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b. 1 – Aurora Pump Mechanical Seal Kit.

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



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 Ell 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



- 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

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

- h. Shelf Unit, Metal, 3 Shelfs, 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 Frame6' 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



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



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, Belltwash, 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, PTRECEIVED Handler Drive, Model #37F380X954 2/12/2021
		PUBLIC SERVICE

COMMISSION

OF 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



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).

I. 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).



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



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.

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).



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 Ell 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	ΈA	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	ĒA	Spring Accessory For Model 666 Sewer Machine
1	EA	Manhole Accessory For Model 666 Sewer Machine

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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

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

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 Cabiner, 4 Drawer, (2)
- c. Bookcase, 8' HT, 6 Shelf, Wood

24. Break Room

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

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 Shelfs, 3' Wide
- j. Refrigerator (2)
- k. Microwave
- 1. 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
- c. Coat/Hat Rack, 5'L (2)
- d. Cabinet, Metal, 2 Door, 7'H (3)
- e. Cabinet, Wood, 2 Door, 7'H(1)



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 Frame6' 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.

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

JM BRUCE Hardin County Water District #1



6 June 2005

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 M Serial # 91DOZ8279	lodel 58
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	Еа	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	• •
1		Model #6AC-3 Pump, FLYGT, Submersible – 35HP, 2250 GPM,



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

DI.

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

JIM BRUCE Marclin County Water District #1



AMENDMENT OF SOLICITATION/MO		ATION/MODI	FICATION OF CONTRAC	г	1. CONTRACT ID CODE		PAGE OF PAGES	
THIS IS INTERING OF S	- Shield		i contration of contration	*		1	1 2	
AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicable)	
P00007		17-May-2006	W22PES-5193-5014					
ISSUED BY	CODE	W9124D	7. ADMINISTERED BY (Ifother than item)	5)	(CODE		
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000			See Item 6					
NAME AND ADDRESS OF CON HARDIN COUNTY WATER DISTRICT 1	TRACTOR	(No., Street, County,	State and Zip Code)	Τ	9A. AMEND	MENT OF SC	DLICITATION N	
1400 ROGERSVILLE RD RADCUFF KY 40160-9343					9B. DATED	(SEE ITEM 1	1)	
				x	10A. MOD. 0 W9124D-05-	OF CONTRAC	T/ORDER NO.	
					10B. DATEI	O (SEE ITEM	13)	
DDE 316V9		FACILITY CO	DE	X	30-Sep-2004	4		
	11.	THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOL	ICIT	ATIONS			
RECEIVED AT THE PLACE DESIGN REJECTION OF YOUR OFFER. Ifby provided each telegramor letter makes . ACCOUNT ING AND APPROP A. THIS CHANGE ORDER IS IS CONTRACT ORDER NO. IN B. THE ABOVE NUMBERED CO	nich includes a r NATED FOR TI virtue of this a reference to the RIATION D 13. THIS IT IT MOD SUED PURS ITEM 10A, ONT RACT/0	eference to the solicitation HE RECEIPT OF OFFERS mendment you desire to ch solicitation and this amen ATA (If required) EM APPLIES ONLY IFIES THE CONTRA UANT TO: (Specify ORDER IS MODIFIEI	ent; (b) By acknowledging receipt of this anend and amendment numbers. FAILURE OF YOU SPRIOR TO THE HOUR AND DATE SPECIFI ange an offer already submitted, such change ma idment, and is neceived prior to the opening hou TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN I' authority) THE CHANGES SET FORT D TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF F	RACK ED M y be m r and c T S/O T EM H IN	NOWLEDGMEP AY RESULT IN ade by telegramon late specified. RDERS. 14. ITEM 14 ARI CHANGES (suc	nt to be r letter, E MADE IN T		
	REEMENT IS		URSUANT TO AUTHORITY OF:	711.4	5.105(0).			
D. OT HER (Specify type of mod	lification and	lauthority)						
IMPORTANT: Contractor	is not,	X is required to si	gn this document and return 1	co	pies to the issu	ing office.		
where feasible.) Modification Control Number:	bow mans	06971	d by UCF section headings, including sol	licitat	ion/contract s	ubject matter		
						1. M. 125		
5A. NAME AND TITLE OF SIGN	NER (Type of	r print)	n9A or 10A, as hereto fore changed, remains unc 16A. NAJ Eteophanie A. Bo Contracting Of	MYN	RACTING OI	ind effect. 11/2EL (T pe		
	NER (Type of	r print)	16A. NAI Stephanie A. Bo Contracting Of TEL:	fice	EMAIL:	HCEL (T pe		
A. NAME AND TITLE OF SIGN JAMES BRUCE - GE	NER (Type of	r print) AANACER	ED 16B. UNITED STATES OF AM		EMAIL Baum	HCEL (T pe	CEIVE	

Page 2 of 2

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



OF KENTUCKY

SUBMITTALS

TASK <u>PARA</u>	TITLE	REQUIRED FORMAT	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION & NO. OF COPIES
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 Pla	Written an	1 Feb XX	Annual	Contracting Officer (1)/ Contracting Officer Rep (1)
	Initial Capital Upgrades/Annua Repair & Replace Future Capital St Reports	ement/	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Monthly Operating Report	Written t	30 th day of following month	Monthly	Contracting Officer Rep (1)
	Discharge Monitoring Report (DMR) Wastewater Over And Discharge R		30 th day of following month	Monthly	Contracting Officer Rep (1)
	Storm Water Maintenance Reports and Repa	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 Collec System Report	Written	30 th day of following month	Monthly	Contract ne RECEIVED Officer Rep (1) 2/12/2021 PUBLIC SERVICE COMMISSION

L

TASK <u>PARA</u>	TITLE	REQUIRED <u>FORMAT</u>	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION <u>& 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 Repo	Written rt	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 Correspondenc Regarding Leg Actions			As required	Contracting Officer Rep (1) RECEIVEI
	Drawings and System Changes or Modifications	Written		As required	

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



AMENDMENT O	F SOLICIT	ATION/MODI	FICATION OF CONTRACT	r	L.CONTRA	ACT ID CODE	PAGE OF PAG
	Cl. Supervisit entropy of the					J	1 6
AMENDMENT/MODIFICATION	NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO.(Ifapplicable)
P00008		30-Jun-2006					
ISSUED BY	CODE	W9124D	7. ADMINISTERED BY (If other than item 6)			CODE	_
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000			See Item 6				
NAME AND ADDRESS OF		(No., Street, County,	State and Zip Code)		9A. AMEN	DMENT OF SO	LICITATION N
1400 ROGERSVILLE RD RADCLIFF KY 40160-9943					9B. DATEI	O (SEE ITEM 1	1)
				x	W9124D-05	5-C-0017	T/ORDER NO.
ODE 010V0				x	10000 A. A. A. C. A. B.	D (SEE ITEM	13)
ODE 316V9	11	FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI	1	30-Sep-200	74	
The above numbered collector	in the second second		date specified for receipt of Offer		is extended.	is not exte	ndad
	makes reference to th	e solicitation and this amen DATA (If required)	ange an offer already submitted, such change may idment, and is received prior to the opening hour	and d	late specified.	or letter.	
A. THIS CHANGE ORDER I CONTRACT ORDER NO	S ISSUED PURS	UANT TO: (Specify:	CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH	_	Contraction of the local distance of the loc	E MADE IN T	HE
office, appropriation date	, etc.) SET FOR	TH IN ITEM 14, PUR	O TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:			ich as changes i	n paying
D. OTHER (Specify type of	modification and	d authority)					
. IMPORTANT: Contractor	X is not,	is required to sig	gn this document and return	co	pies to the iss	uing office.	
where feasible.) Modification Control Numb	ber: bow mans	061346	d by UCF section headings, including soli	citat	ion/contract	subject matter	
(co	ntinued)						
scept as provided herein, all terms an	d conditions of the	document referenced in Iten	n9A or 10A, as hereto fore changed, remains uncha	anged	l and in full for	and effect.	
5A. NAME AND TITLE OF S	SIGNER (Type o	or print)	16A. NAME AND TITLE OF CO Stephanie A. Bow TEL: Contracting Offi			EPCER (Type	or pin()
5B. CONTRACTOR/OFFERO	R	15C. DATE SIGNE				2/12 	2/2021 SIGNE
(Signature of person autho	rized to sign)	-	(Signature of Contracting O	ffice	er)		
EXCEPTION TO SF 30			30-105-04			ST AND ARINE	NTUCKY !!

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.



W9124D-05-C-0017 P00008 Page 3 of 6

ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
and an an and a star	Waste Water Utility Syste FFP	em, Ft. Knox, KY			
	50 year contract - Year 2 (FOB: Destination	(1 Jul 06 - 30 Jun ()7)		
	PURCHASE REQUEST	NUMBER: W22PI	ES-6180-0030		
				NET AMT	\$0.00
	ACRN AD CIN: W22PES618000300	004			\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		12	Months	\$213,659.00	\$2,563,908.00

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

NET AMT

\$2,563,908.00

\$0.00

ACRN AD CIN: W22PES618000300004AA



W9124D-05-C-0017 P00008 Page 4 of 6

ITEM NO 0004AB	SUPPLIES/SERVICES QUANTITY 12 Initial Capital Improvement Surcharge FFP FOB: Destination PURCHASE REQUEST NUMBER: W2	Months	UNIT PRICE \$58,995.00	AMOUNT \$707,940.00
	ACRN AD CIN: W22PES618000300004AB		NET AMT	\$707,940.00 \$0.00
ITEM NO 0004AC	SUPPLIES/SERVICES QUANTITY 12 Initial Capital Improvement Surcharge FFP (UV Disinfection) FOB: Destination PURCHASE REQUEST NUMBER: W2	Months	UNIT PRICE \$19,170.00	AMOUNT \$230,040.00
	ACRN AD CIN: W22PES618000300004AC		— NET AMT	\$230,040.00 \$0.00



W9124D-05-C-0017 P00008 Page 5 of 6

ITEM NO 0005	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$33,811.00	AMOUNT \$405,732.00
	Monthly Charge for Storn FFP	h water Utility			
	Service, Ft. Knox, KY, in and Work Statement 50 Year Contract - Year 2 FOB: Destination PURCHASE REQUEST 1	(1 Jul 06 - 30 Jun	07)	iptions, Specifications,	
				NET AMT	\$405,732.00
	ACRN AD CIN: W22PES618000300	005			\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Funding - Year 2 (1 Jul 06 FFP FOB: Destination		Lump Sum		
	PURCHASE REQUEST I	NUMBER: W22P	ES-6180-0030		
				NET AMT	\$0.00
	ACRN AD CIN: W22PES618000300	006			\$325,635.00



W9124D-05-C-0017 P00008 Page 6 of 6

ACCOUNTING AND APPROPRIATION DATA

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

AB: 2152020000002AB4AH131079J2S46242G2ETPY1W22PES51935014TPY12E012165 AMOUNT: \$0.00

AC: 2152020000002AB4AH131079J2A46252G2ETPY1W22PES51935014TPY12E012165 AMOUNT: \$298,785.48

AD: 216202000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165 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



AMENDMENT OF SOLICIT	TIONAODU	ICATION OF CONTRACT	1.CO	NTRACTI	O CODE	PAGEOFI	PAGES
AMENDMENT OF SOLICIT	A HON/MODIF	ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO.(Ifapplicab	le)
P00009	10-Jul-2006	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item6)		COD	E		
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000	3-	See Item 6			1		
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD	(No., Street, County,	State and Zip Code)			NT OF SO	LICITATIO	N NO.
RADCLIFF KY 40160-9343			JD. DA	TED (OL	e n em n	.,	
			^ W9124	D-05-C-0	017	T/ORDER N	0.
		287	X 30-Sep		SEE ITEM	13)	
CODE 316V9	FACILITY COL	DE					
The above numbered solicitation is amended as set for			is extended	1	is not exter	nded	
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes an RECEIVED A T THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the	copies of the amendment reference to the solicitation HE RECEIPTOF OFFERS mendment you desire to cha e solicitation and this amendment	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may b	nt on each cop ACKNOWLEE DMAY RESUI De made by tele	y of the offe DGMENTT LTIN gramor lett	O BE		
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)						
See Schedule	EM ADDI JES ONI V						
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITH					
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.		uuthority) THE CHANGES SET FORTH	IN ITEM 14	4 ARE M	ADE IN T	HE	
X B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			s changes i	n paying	
C. THIS SUPPLEMENTAL AGREEMENT I	S ENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	l authority)					-	
E. IMPORTANT: Contractor X is not,	is required to sig	in this document and return	copies to th	he issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: bow mans OPERATION OF WASTE WATER AND STORM (continued)	061408		itation/cont	ract subje	ct matter		
Except as provided herein, all terms and conditions of the of 15A. NAME AND TITLE OF SIGNER (Type of 15B. CONTRACTOR/OFFEROR		16A. NAME AND TITLE OF CO STEPHANIE & BOWMAN / CONTRACTING TEL: 502-624-4947 D 16B. UNITED STATES OF AME	ONTRACTIN OFFICE EMAIL: RICA	NG OF ELC STEFHANI	ER (Type E.BOWMAN@		
	-	BY Standanie	85.05 C (27)	1. 18 MD	PUBLI	C-SERVIC	CE
(Signature of person authorized to sign)		(Signature of Contracting Of	ncer)		CON	AMISSION	10-83
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		1 Maintain	NDARD F cribed by G		Y 10-83

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.



W9124D-05-C-0017 P00009 Page 3 of 3

ITEM NO 0006	SUPPLIES/SERVICES	QUANTITY	UNIT Lump Sum	UNIT PRICE \$1.00	AMOUNT \$0.00
	Funding - Year 2 (1 Jul 06 FFP	6 - 30 Jun 07)			
	FOB: Destination PURCHASE REQUEST 1	NUMBER: W22I	PES-6180-0030		

NET AMT

\$0.00

\$1,300,000.00

ACRN AD 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: 216202000002AB4AH131079J2A46252G2ETPY1W22PES61800030TPY12E012165 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.



2. AMENDALETYMODIFICATION NO. 3. FPECTIVE DATE 4. REQUISITION/PURCHASE REQ.NO. 3. FRONCISTOUTING OF THE CONFERENCE IN INCOME IN THEME IN INCOME INTERNATIONE INTERNATIONE INCOME INTERNATIONE INCOME INTERNAT	AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE OF PAGES
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Deletion and the control of the con			7 ADMINISTERED BY (If other than item 6)		.CO	DE W012	240
Handbord COUNTY WRITER DETENT 1 Image: State of the stat	DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109	W9124D	DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE			DE Walz	40
PACCUFF KY 6669-6963		R (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO.
CODE 316V9 IACHLITY CODE IDB DATED (SEE ITEM 13) IDB DATED (SEE ITEM 14) IDB DATED (SEE ITEM 15) IDF DATABUACHMENT (SEE ITEM 15) IDB DATED (SEE ITEM 15) IDATED (SEE ITE	1400 ROGERSVILLE RD				9B. DATED (S	EE ITEM 11	1)
CODE 316V9 II. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICIT ATIONS In calcure numbered solicitation is smanded as a set of the fund and sex special for receipt of Offic is set set offic. is not extended. Offic must acknowledge receipt of this amendment points the lower and date special for the collicitation are an amended by one of the Silver and the special for the collicitation are an amended by control to Substrict. (i) By compare letter or teleptam which includes a reference to its solicitation and annohama number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AND PERF. IThy viting official amendments or ackins to of the solicitation and this amendment and is necesived prior to the copening hour and date special for provided and changement by teleprenor letter, provided and changemone tetre makes reference to the solicitation and this amendment and is necesived prior to the copening hour and date special for copening hour and date special for copening hour and date special for an annohama number. 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. 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. AS DESCRIBED IN ITEM 14. B. THE ABOVE NUMBERED CONTRACT.ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, ec.) SET FORTH IN ITEM 14., PURSUANT TO AUTHORITY OF FAR 43.103 (B). C. THIS SUPPLEMENT AL ACRECEREMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103 (B)				х	10.A. MOD. OF W9124D-05-C	CONTRAC	T/ORDER NO.
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Offer must acknowledge receipt of this amendment prior to the low and date specified in the solicitation or as amended by one of the Bilowing methods: (a) By completing hears and 15, and feruming copies of the amendment; (b) Wasknowledging receipt of this amendment and end end one of the OFF submitted; (a) By completing hears and 15, and feruming copies of the amendment; (b) Wasknowledging receipt of this amendment and end one one one one one one one one one one						is not exter	aded
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		DATA (If required)					
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 SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor is is not, is required to sign this document and return copies to the issuing office. IA. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bow mans062021 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 Item9A or 10A, as heretofice changed, remains unchanged and in fall fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofice changed, remains unchanged and in fall fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofice changed, remains unchanged and in fall fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofice changed, remains unchanged and in fall fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofice changed, remains unchanged and in fall fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) Except as provided he		TEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	5/01	PDERS		
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 X 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: bow mans062021 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued) Except as provided herein, all tems and conditions of the document referenced in Item 9A or 10A, as herefore changed, remains unchanged and in full force and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICE TEL 502 602-407 EL 502				-			
C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO THE AUTHORITY OF FAR 43.103(B). C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) E. IMPORTANT: Contractor X 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: bow mans062021 OPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS AT FORT KNOX, KENTUCKY (continued) Except as provided herein, all tems and conditions of the document referenced in Item9A or 10A, as heretofire changed, remins unchanged and in full fore and effect: 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OF THE WASTE WATER (Type or print) 16A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OF THE WASTE WATER (Type or print) 15B. CONTRACTOR/OFFEROR 15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 27A22222 GRIE 27A232 27A2 27A222 27A 27A2222 27A 27A2222 27A 27A			authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE N	MADE IN TI	HE
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14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bow mans062021 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 Item9A or 10A, as heretofire changed, remains unchanged and in full force and effect. 15A, NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICE TEL: 502-604-000 FFICE 15B, CONTRACTOR/OFFEROR 15C. DATE SIGNED (Signature of person authorized to sign) 15C. DATE SIGNED EXCEPTION TO SF 30 30-105-04	E. IMPORTANT: Contractor X is not,	is required to sig	gn this document and return	co	pies to the issuin	g office.	
Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full fore and effect. 15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICE TEL: 502-624-4947 15B. CONT RACT OR/OFFEROR (Signature of person authorized to sign) EXCEPTION TO SF 30 30-105-04 EXCEPTION TO SF 30 EXCEPTION	14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: bow mar OPERATION OF THE WASTE WATER AND	DIFICATION (Organized	1 by UCF section headings, including solic		ion/contract subj	ect matter	
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15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICE. EVENT OF Contracting of Fice. 15B. CONTRACTOR/OFFEROR. 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 2//22/24/24/34/34/34/34/34/34/34/34/34/34/34/34/34							
ISEE FIRST CONTRACTOR/OFFEROR. ISEE FIRST CONTRACTOR/OFFEROR. 15B. CONTRACTOR/OFFEROR. 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 2/32/32/24/24 3/30/105 (Signature of person authorized to sign) 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 2/32/32/24/24 3/30/105 EXCEPTION TO SF 30 30-105-04 30-105-04 ST AND ARD EXPRESSION	Except as provided herein, all terms and conditions of the	ie document referenced in Iten	19A or 10A, as heretofore changed, remains uncha	nged	and in full force and	i effect.	
BY Starting Officer (Signature of person authorized to sign) Image: Starting Officer EXCEPTION TO SF 30 30-105-04	15A. NAME AND TITLE OF SIGNER (Type	or print)	STEPHANIE A. BOWMAN / CONTRACTING				
Image: Constraint of person authorized to sign) Image: Constraint of Contracting Officer) (Signature of Contracting Officer) COMMISSION EXCEPTION TO SF 30 30-105-04	15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	91-10				
EXCEPTION TO SF 30 30-105-04 ST AND ARD FORM 30 AREV, 10	(Signature of person authorized to sign)		DI			PUBLR	CASERVACE
					ST.		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

<u>P00011</u>

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.

<u>The Contractor</u> shall prepare and send one <u>invoice</u> to the Installation for payment by the 25th of each month for the previous month's billing period. Invoices shall be sent <u>or faxed</u> 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.



W9124D-05-C-0017 P00011 Page 3 of 3

 ITEM NO
 SUPPLIES/SERVICES
 QUANTITY
 UNIT
 UNIT PRICE
 AMOUNT

 0006
 Lump Sum
 \$1.00
 \$0.00

 Funding - Year 2 (1 Jul 06 - 30 Jun 07)
 FFP
 \$0.00

 FOB: Destination
 PURCHASE REQUEST NUMBER: W22PES-6180-0030
 \$1.00

ACRN AD CIN: W22PES618000300006 NET AMT

\$0.00

\$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: 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



AMENDMENT OF SOLICIT	ATION/MODU	EICATION OF CONTRACT		L.CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	ATOMMODI	FICATION OF CONTRACT		J		1 6
AMENDMENT/MODIFICATION NO.	3, EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO (Ifapplicable)
P00012	24-May-2007	SEE SCHEDULE				
SSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		ço	DE	
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 11008 STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6				
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	IENT OF SO	LICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD				OD DATED (TE ITELL	
RADCLIFF KY 40160-9343				9B. DATED (S	CETTEM I	0
			x	10A. MOD. OI W9124D-05-C	CONTRAC -0017	T/ORDER NO.
	In cost tract way		x	10B. DATED 30-Sep-2004	(SEE ITEM	13)
DDE 316V9	FACILITY COL THIS ITEM ONLY #	DE APPLIES TO AMENDMENTS OF SOLI		the second s		
The above numbered solicitation is anended as set for				is extended.	is not exter	nded
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter nukes reference to the	reference to the solicitation HE RECEIPT OF OFFERS mendment you desire to cha	PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change my	ACK D M/ be m	NOWLEDGMENT AY RESULT IN ade by telegramor le	TO BE	
ACCOUNTING AND APPROPRIATION D	ATA (If required)					
See Schedule						
		FO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
 A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I FAR 52.243-1, Changes - Fixed Price, Alt 1 D. OTHER (Specify type of modification and 	ORDER IS MODIFIED TH IN ITEM 14, PUR S ENTERED INTO PU	D TO REFLECT THE ADMINISTRATI SUANT TO THE AUTHORITY OF FA	VE (HANGES (such		ATW AD
IMPORTANT: Contractor is not.	X is required to sig	m this document and return 1	co	pies to the issuin	g office.	
4. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: bow mans OPERATION OF THE WASTE WATER AND ST (continued)	071796			ion/contract sub	ject matter	
scept as provided herein, all terms and conditions of the	locument referenced in Item	9A or 10A, as heretotore changed, remnins uncha	nged	and in full force and	f effect.	
JAMES BRUCE / GENERAL	r print)	16A. NANStephanie A. Bo	WIT	RACTING OFFI	CER (Type	ər print)
TECONTRACTOR/OFPEROR	15C. DATE SIGNE		_			
(Signature of person authorized to sign)	- 5/29/07	7 By Applance Q. Signature of Contracting Of	C	Downen	KF.	Othayo
CEPTION TO SF 30 PPROVED BY OIRM 11-84		30-105-04		Pre	scribed by G	
				FA	C	BLIC SERVIC OMMISSION

W9124D-05-C-0017 P00012 Page 2 of 6

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00012</u>

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.



W9124D-05-C-0017 P00012 Page 3 of 6

AMOUNT	UNIT PRICE	JANTITY UNIT	SUPPLIES/SERVICES QUANTITY	ITEM NO 0004
			Waste Water Utility System, Ft. Knox, K 50 year contract - Year 2 (1 Jul 06 - 30 Ju	
		BER: W22PES-6180-0030	PURCHASE REQUEST NUMBER: W2	
	_			
\$0.00	NET AMT			
\$0.00			ACRN AD CIN: W22PES618000300004	
AMOUNT	UNIT PRICE		SUPPLIES/SERVICES QUANTITY	ITEM NO
\$2,563,908.00			12 Monthly Charge to Provide Waste Water Section C, Descriptions, Specifications, a	0004AA
		BER: W22PES-6180-0030	PURCHASE REQUEST NUMBER: W2	
\$2,563,908.00	NET AMT			
\$0.00		AA	ACRN AD CIN: W22PES618000300004AA	
AMOUNT \$707,940.00	UNIT PRICE \$58,995.00	12 Months	SUPPLIES/SERVICES QUANTITY 12 Initial Capital Improvement Surcharge	ITEM NO 0004AB
			PURCHASE REQUEST NUMBER: W2	
\$707,940.00	NET AMT			
RECEIVE		AB	ACRN AD CIN: W22PES618000300004AB	
2/12/2021				
PUBLIC SERVICE COMMISSION OF KENTUCKY				

W9124D-05-C-0017 P00012 Page 4 of 6

> COMMISSION OF KENTUCKY

ITEM NO 0004AC	SUPPLIES/SERVICES QUANTITY UNIT 12 Months Initial Capital Improvement Surcharge (UV Disinfection)	UNIT PRICE \$19,170.00	AMOUNT \$230,040.00
8	PURCHASE REQUEST NUMBER: W22PES-6180-0030		
	ACRN AD CIN: W22PES618000300004AC	NET AMT	\$230,040.00 \$0.00
ITEM NO 0005	SUPPLIES/SERVICES QUANTITY UNIT 12 Months Monthly Charge for Storm Water Utility Service, Ft. Knox, with Section C, Descriptions, Specifications, and Work Star 50 Year Contract - Year 2 (1 Jul 06 - 30 Jun 07)		AMOUNT \$405,732.00
	PURCHASE REQUEST NUMBER: W22PES-6180-0030		
		NET AMT	\$405,732.00
	ACRN AD CIN: W22PES618000300005		\$0.00
ITEM NO 0006	SUPPLIES/SERVICESQUANTITYUNITFunding - Year 2 (1 Jul 06 - 30 Jun 07)PURCHASE REQUEST NUMBER: W22PES-6180-0030	UNIT PRICE \$0.00	AMOUNT
		NET AMT	\$0.00
	ACRN AD CIN: W22PES618000300006		2/12/2021 PUBLIC SERVICE

W9124D-05-C-0017 P00012 Page 5 of 6

ITEM NO 0007 SUPPLIES/SERVICES QUANTITY

1

UNIT Lot UNIT PRICE \$1,760.00 AMOUNT \$1,760.00

Navy Seals Trailer Sanitary Sewer Tap

PURCHASE REQUEST NUMBER: W22PES-7141-7038

NET AMT

\$1,760.00

\$1,760.00

ACRN AE CIN: W22PES714170380007



W9124D-05-C-0017 P00012 Page 6 of 6

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



AMENDMENT OF SO	LICIT	ATION/MODU	FICATION OF CONTRACT	Г	I. CONTRACT	ID CODE	PAGE OF PAGES	
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			J			1 5		
AMENDMENT/MODIFICATION NO.	AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO.				5. PROJECTNO (Ifapplica			
P00013		01-Jul-2007	SEE SCHEDULE					
ISSUED BY	CODE	W9124D	7. ADMINISTERED BY (Ifother than item6))	CO	DE		
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720			See Item 6					
NAME AND ADDRESS OF CONT	RACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO.	
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD								
RADCLIFF KY 40160-9343					9B. DATED (S	EE ITEM I	()	
				×	10A, MOD, OF W9124D-05-C	CONTRAC 0017	T/ORDER NO.	
					10B. DATED	SEE ITEM	13)	
ODE 316V9	and a realist	FACILITY CO	DE	1 X	30-Sep-2004			
	11	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		and the second	
The above numbered solicitation is amend	ed as set fo	rth in Item 14. The hour and	I date specified for receipt of Offer	Г	is extended.	is not exter	nded.	
	erence to th	e solicitation and this amen	ange an offer already submitted, such change may dment, and is received prior to the opening hour			nef,		
See Schedule	one Horn diversitients	anna an taointe Aontaine is 1978 Thatain 1978 -						
13.	THISIT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	'S/O	RDERS.			
-	IT MOI	DIFIES THE CONTRA	CT/ORDER NO. AS DESCRIBED IN IT	EM	14.			
A. THIS CHANGE ORDER IS ISSU CONTRACT ORDER NO. IN IT			authority) THE CHANGES SET FORTH	IIN	ITEM 14 ARE N	ADE IN T	HE	
office, appropriation date, etc.)	SET FOR	THINITEM 14, PUR	D TO REFLECT THE ADMINISTRATI	VE AR4	CHANGES (such 3.103(B).	as changes in	n paying	
C. THIS SUPPLEMENTAL AGREI FAR 52.243 - 1, Changes - Fixed I	Price, Alt	1	URSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modified	cation and	d authority)						
. IMPORTANT: Contractor	is not,	X is required to sig	gn this document and return 1	co	pies to the issuin	g office.		
	The second		by UCF section headings, including soli	citat	ion/contract subi	ect matter		
where feasible.) Modification Control Number: k	ow mans	071934	STEVIS AT FORT KNOX, KENTUCKY					
(continued)								
		1	0 A or 18 A as harats has showed more make	30 12-2	d and in full fore and	Laffine		
			a9A or 10A, as hereto fore changed, remains uncha				or print)	
SA. NAME AND TITLE OF SIGNED JAMES BRUCE - GE		AL MANAGE	L 16A. NAIStephanie A. Bon TEL Contracting Off			RE	CEIVE	
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RIC	~~	16	C. DATE SIGNED	
James Eren	/	Tilialan	By Atephanel).)	Briman	- 1	19 6/202	
(Signature of person authorized to	o sign)	- 0/18/0/	(Signature of Contracting O	ffice		PLIF	BLICSERVIC	
KCEPTION TO SF 30			30-105-04			NDARD		
PPROVED BY OIRM 11-84					Pre	cribed by G	KENTUCKY	
					FAI	(48 CFR)	53:243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00013</u>

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 \$7,8 RECEIVED \$10,744,108.00.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

W9124D-05-C-0017 P00013 Page 3 of 5

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 0008AA	SUPPLIES/SERVICESQUANTITYUNIT2MonthsMonthly 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	UNIT PRICE \$213,659.00	AMOUNT \$427,318.00
		NET AMT	\$427,318.00
	ACRN AF CIN: W22PES713670360008AA		\$0.00
TEMNO	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
ITEM NO 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	\$209,406.00	\$2,094,060.00
		NET AMT	\$2,094,060.00
	ACRN AF CIN: W22PES713670360008AB		RECEIVE
			2/12/2021
			PUBLIC SERVICE COMMISSION OF KENTUCKY

W9124D-05-C-0017 P00013 Page 4 of 5

ITEM NO 0009	SUPPLIES/SERVICES Monthly Charge to Provid Ft. Knox, KY in accordan Specifications, and Work PURCHASE REQUEST 1	ce with Section C, Statement for perio	Descriptions, od 1 Jul 07 - 30	UNIT PRICE \$33,811.00 Jun 08	AMOUNT \$405,732.00
	ACRN AF CIN: W22PES713670360	009		NET AMT	\$405,732.00 \$0.00
ITEM NO 0010	SUPPLIES/SERVICES Funding - Year 3 (1 Jul 07 PURCHASE REQUEST 1		UNIT ES-7136-7036	UNIT PRICE	AMOUNT
	ACRN AF CIN: W22PES713670360	010		NET AMT	\$0.00 \$2,927,110.00



W9124D-05-C-0017 P00013 Page 5 of 5

ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165 AMOUNT: \$2,927,110.00 CIN W22PES713670360010: \$2,927,110.00



AMENDMENT OF	SOLICIT	ATION/MODI	FICATION OF CONTRACT	-	1. CONTRACT	ID CODE	PAGE OF PAGES
			T		J		1 3
2. AMENDMENT/MODIFICATION NO).	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	'NO.(Ifapplicable)
P00014		20-Sep-2007	SEE SCHEDULE				
. ISSUED BY	CODE	W9124D	7. ADMINISTERED BY (Ifother than item6)		CO	DE	
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720			See Item 6				
NAME AND ADDRESS OF CC		(No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SC	LICITATION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343					9B. DATED (S	EE ITEM 1	1)
				х	10A. MOD. OF W9124D-05-C	CONTRAC	T/ORDER NO.
ODE 316V9		FACILITY CO	DE	x	10B. DATED 30-Sep-2004	(SEE ITEM	13)
	11		APPLIES TO AMENDMENTS OF SOLI	CIT			
(a) By completing Items 8 and 15, and or (c) By separate letter or telegram RECEIVED AT THE PLACE DESI REJECTION OF YOUR OFFER. If	d returning which includes a GNA TED FOR T by virtue of this a es reference to the	copies of the amendme reference to the solicitation HE RECEIPTOF OFFERS mendment you desire to che e solicitation and this amen	ccified in the solicitation or as amended by one of ent; (b) By acknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR S PRIOR TO THE HOUR AND DATE SPECIFIE hange an offer already submitted, such change may adment, and is received prior to the opening hour	ent or ACKI D MA be ma	n each copy of the o NOWLEDGMENT AY RESULT IN ade by telegramor lo	TO BE	
See Schedule			TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS CONTRACT ORDER NO. I	ISSUED PURS	UANT TO: (Specify	CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH	111252	275.21	MADE IN T	HE
office, appropriation date, e	etc.) SET FOR GREEMENT I	TH IN ITEM 14, PUI	D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:			as changes i	n paying
FAR 52.243-1, Changes - Fixe D. OTHER (Specify type of mo		lauthority)					
. IMPORTANT: Contractor	is not,	X is required to si	gn this document and return 1	COL	pies to the issuin	g office	
						<u>ज</u>	
where feasible.) Modification Control Number	: bow mans	072854	d by UCF section headings, including solic	citati	ion/contract sug	ect matter	
					_		
			n9A or 10A, as hereto fore changed, remains unch			d effect.	
JAMES BRUCE-		er print) MANAGS	16A. NAME AND TITLE OF CO Stephanie A. Bown TEL: Contracting Office		EMAIL:	Ektivpe	
5B. CONTRACTOR/OFFEROR	,	15C. DATE SIGN	ED 16B. UNITED STATES OF AME	_		2/16	2/2021
(Signature of person authoriz	ed to sign)	- 9/21/0	7 BY Stephane (1- (Signature of Contracting O		tarnan_ r)		C SÉRVICE MISSION
EXCEPTION TO SF 30 PPROVED BY OIRM 11-84		/	30-105-04		ST	AND	ENTUCKY 10-

TAK (40 CTK) 33.2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00014</u>

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 <u>https://wawf.eb.mil</u>. 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 <u>http://wawftraining.com</u> 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



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*.



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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 utilityspecific 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, *Clanges - Fixed Price*.

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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.

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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 manage 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 Fran. The

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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 complexity of contact. In compliance with the Endangered Species Act, Section 7 Consultation, trees 6

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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 invisited to the appropriate agencies through the Fort Knox Environmental be promptly invisited to the appropriate agencies through the Fort Knox Environmental be promptly invisited to the appropriate agencies through the Fort Knox Environmental coordinator, and copies of all environmental reporting documents shall be promptly invisited to the appropriate agencies through the Fort Knox Environmental coordinator prior to be approved by the Fort Knox Environmental coordinator.

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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:

<u>Polychlorinated Biphenyls.</u> 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

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

<u>Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs)</u>. 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 looses 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.

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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

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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-permittes, 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.

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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 consections, 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.



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Fort Knox Waste Water/Storm Water Modification P00014

OF KENTUCKY

SUBMITTALS

TASK <u>PARA</u>	TITLE	REQUIRED <u>FORMAT</u>	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION & NO. OF COPIE	<u>S</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 P	Written Ian	1 Jul XX	Annual	Contracting Officer (1)/ Contracting Officer Rep (1)	-
•	Initial Capital Upgrades/Annu Repair & Repla Future Capital S Reports	cement/	30 th day of following month	Monthly	Contracting Officer Rep (1)	Ň
	Monthly Operating Repo	Written	30 th day of following month	Monthly	Contracting Officer Rep (1)	
	Discharge Monitoring Report (DMR) Wastewater Ov And Discharge		30 th day of following month	Monthly	Contracting Officer Rep (1)	
	Storm Water Maintenance Reports and Re	Written pairs	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 Coll System Repor		30 th day of following month	Monthly	Contracting Officer Rep (I) REC	CEIVED
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Modification P00014

TASK <u>PARA</u>		REQUIRED FORMAT	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION <u>& 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 Correspondenc Regarding Lega Actions			As required	Contracting Officer Rep (1)
)	Drawings and System Changes or	Written		As required	i Comerceived Officer Rep (1) 2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

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Modification P00014

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

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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:

 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 <u>Privatization Boundary Map dated 6 February 2008</u>. 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 <u>Privatization Boundary Map dated 6 February 2008</u>. 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.



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]



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 134 day of 2008.

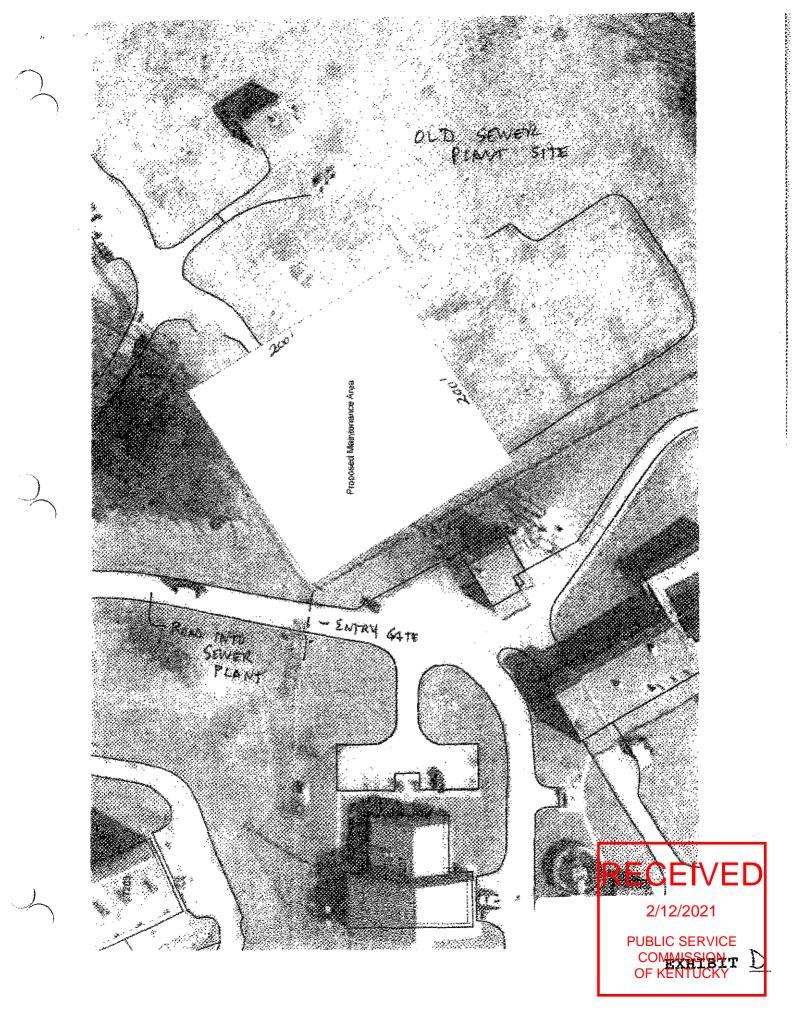
DEPARTMENT OF THE ARMY MICHAEL GEARTER Chief, Real Estate Division Louisville District, Corps of Engineers Louisville, Kentucky

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





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 Untied 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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

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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

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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.

Page 2

PUBLIC SERVICE COMMISSION OF KENTUCKY

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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.



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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.



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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, these rights and conditions will not transfer with the land. fee

MB

2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED

FORT KNOX MILITARY RESERVATION, KY EASEMENT NO. DACA27-2-06-267

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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 <u>264</u> day of <u>APRIC</u>, 2006.

maker Sarta

MICHAEL G. BARTER Chief, Real Estate Division Louisville District, Corps of Engineers Louisville, Kentucky

, 2006.

ACKNOWLEDGEMENT

COMMONWEALTH OF KENTUCKY

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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 25^{th} day of appreciation

CBD

Notary Public

My Commission Expires: September 26,2009

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

FORT KNOX MILITARY RESERVATION, KY EASEMENT NO. DACA27-2-06-267

THIS EASEMENT is also executed by the grantee this $\frac{20^{44}}{20^{14}}$ day of A_{PC} 2006.

HARDIN COUNTY WATER DISTRICT No. 1 NAME:

TITLE: Chairman, Board of Commissioners

ACKNOWLEDGMENT

COMMONWEALTH OF KENTUCKY

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COUNTY OF HARDIN

BEFORE me a Notary Public in and for the County of Hardin, <u>William J. Rissel</u> personally appeared $A_{0r,1}$ 20^{+4} , 200^{lo} , 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 $20^{\pm 1}$ day of <u>April</u>, 2006.

Bilto Ho Notary Public

My Commission Expires: Oct. 3D, 20D



AMENDMENT OF SOL	ICHAHON/MODU	rication or confinact	J.		1 6		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE RED, NO.		S PROJECT	NO (frapplicable)		
P00016	31-Mar-2008	SEE SCHEDULE					
6. ISSUED BY	ODE W9124D	7. ADMINISTERED BY (Ifother than item 6)					
	14131240						
DIRECTORATE OF CONTRACTING SFCA SR KN	•	See Item 6					
BLDG 11098 STE 250 199 67H AVE							
FORT KNOX KY 40121-5720							
8. NAME AND ADDRESS OF CONTRA	CTOR (No., Street, County.	State and Zip Code)	9A. AMENDM	ENT OF SOL	ICITATION NO		
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RO							
RADCLIFF KY 40180-9343			9B. DATED (S	SETTEM H)		
			X 10A. MOD. OF W9124D-05-C	CONTRACT	LORDER NO.		
			10B. DATED	see item,	3)		
CODE 316V9	FACILITY COI		X 30-Sep-2004				
		PPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended a			is extended.	is not eacen	100.		
Other must acknowledge receipt of this amend (a) By complexing items 8 and 15, and returning		tified in the solicitation or as amended by one off nt; (b) By acknowledging receipt of this amendme		he only mirrowly			
		and amendment numbers. FAILURE OF YOUR A					
		PRIOR TO THE HOUR AND DATE SPECIFIEI					
		ange an offer already subfirited, such change may b discut, and is received prior to the opening hour a		ter,			
12. ACCOUNTING AND APPROPRIAT	ION DATA (If required)						
See Schedule							
I3. TH	IS ITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACTS	VORDERS.				
17	MODIFIES THE CONTRAC	CT/ORDER NO. AS DESCRIBED IN ITE	SM 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.							
		TO REFLECT THE ADMINISTRATIV SUANT TO THE AUTHORITY OF FAI		is changes in	paying		
X C. THIS SUPPLEMENTAL AGREEM		IRSUANT TO AUTHORITY OF:					
Far 52.243-1, Changes - Fixed Price, D. OTHER (Specify type of modification			, , , , , , , , , , , , , , , , , , ,		······		
a of this (specify type of moundary	in and wattorky j						
E. IMPORTANT: Contractor 🗍 is n	ot, X is required to sig	n this document and return 1	copies to the issuing	office.			
14. DESCRIPTION OF AMENDMENT/M	MUSICIA TIANI / (Deceniwad	b. 130°E section beadistry includes activity	intianiantena anhia	at matter			
where feasible.)		by OCT section neadings, monthing source	ration/contract stage	et marter			
Modification Control Number: bow							
OPERATION OF WASTEWATER AND ST	TORMWATER UTILITY SYST	EWS AT FORT KNOX, KENTUCKY					
	·						
weeps as provided herein, all centre and conditions	of the doctment referenced in Item 9						
SA. NAME AND TITLE OF SIGNER (T)	vpc ar print}	16A. NA STEDITATISLA OBCOM			print)		
SA. NAME AND TITLE OF SIGNER (T)		16A. NA StepHahle A. Bow	ITRACTING OFFIC		print)		
SA. NAME AND TITLE OF STONER (T) JAMES BRUCE - GEN	vpc or print) BRAZ MENABES	R 16A. NA StepHahle A. Bown	ITRACTING OFFIC	Ek (Type or RE	<u>CEI</u>		
SA. NAME AND TITLE OF SIGNER (T)	VPC or print) BRAZ MENABEL ISC. DATE SIGNED	R 16A. NA StepHahle A. Bow TEL Contracting Offic 16B. UNITED STATES OF AMERI	ITRACTING OFFIC	Ek (Type or RE	print) CEIN DATE SIGNED		
SA. NAME AND TITLE OF STONER (T) JAMGS BRUGE - GEN 5B. ONTRACTORIOFFEROR MMM DULCO	VPC OF Print) BRAZ MANABEN ISC. DATE SIGNED 4/2/08	R TEL Contracting Offic 16B. UNITED STATES OF AMERI BY Hophanie A	TRACTING OFFIC BI SMAIL: BOWMAN	Ek (Type or RE	<u>CEI</u>		
SA. NAME AND TITLE OF STONER (T) JAMES BRUCE - GEN	$\frac{1}{10000000000000000000000000000000000$	R 16A. NA StepHahle A. Bow TEL Contracting Offic 16B. UNITED STATES OF AMERI	TRACTING OFFIC TRANSPORT SCA SOUTWARE COPT	RE RE 16C.	<u>CEI</u>		

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W9124D-05-C-0017 P00016 Page 2 of 6

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 Arbritration 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: 218202000000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165

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



W9124D-05-C-0017 P00016 Page 3 of 6

OF KENTUCKY

ITEM NO 0008	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
0000	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		30.00
ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
0008AA	2 Months 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	\$213,659.00	\$427,318.00
5			
		NET AMT	\$427,318.00
	ACRN AF CIN: W22PES713670360008AA		\$0.00
ITEM NO	SUPPLIES/SERVICES QUANTITY UNIT	UNIT PRICE	AMOUNT
0008AB	10 Months 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	\$209,406.00	\$2,094,060.00
		NET AMT	\$2,094,060.00
	ACRN AF CIN: W22PES713670360008AB		RECEIVE
5			2/12/2021
			PUBLIC SERVICE COMMISSION

W9124D-05-C-0017 P00016 Page 4 of 6

ITEM NO 0009	SUPPLIES/SERVICES Monthly Charge to Provid in accordance with Section Work Statement for period PURCHASE REQUEST 1	n C, Descriptions, I 1 Jul 07 - 30 Jun	Specifications, 08		AMOUNT \$405,732.00
	ACRN AF CIN: W22PES713670360	009		NET AMT	\$405,732.00 \$0.00
ITEM NO 0010	SUPPLIES/SERVICES Funding - Year 3 (1 Jul 07	QUANTITY - 30 Jun 08)	UNIT	UNIT PRICE \$0.00	AMOUNT
-	PURCHASE REQUEST N	UMBER: W22PI	ES-7136-7036		
			<i>N B</i>		· · · · ·
	ACRN AF CIN: W22PES7136703600	010		NET AMT	\$0.00 \$2,927,110.00



W9124D-05-C-0017 P00016 Page 5 of 6

1TEM NO 0011 SUPPLIES/SERVICES QUANTITY UNIT

JNIT UNIT PRICE Lot \$153,477.45 AMOUNT \$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 \$153,477.45

ACRN AG CIN: W22PES808480400011



W9124D-05-C-0017 P00016 Page 6 of 6

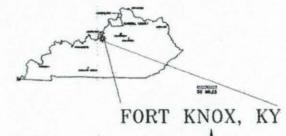
ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165 AMOUNT: \$2,927,110.00

AG: 218202000000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165 AMOUNT: \$153,477.45 CIN W22PES808480400011: \$153,477.45



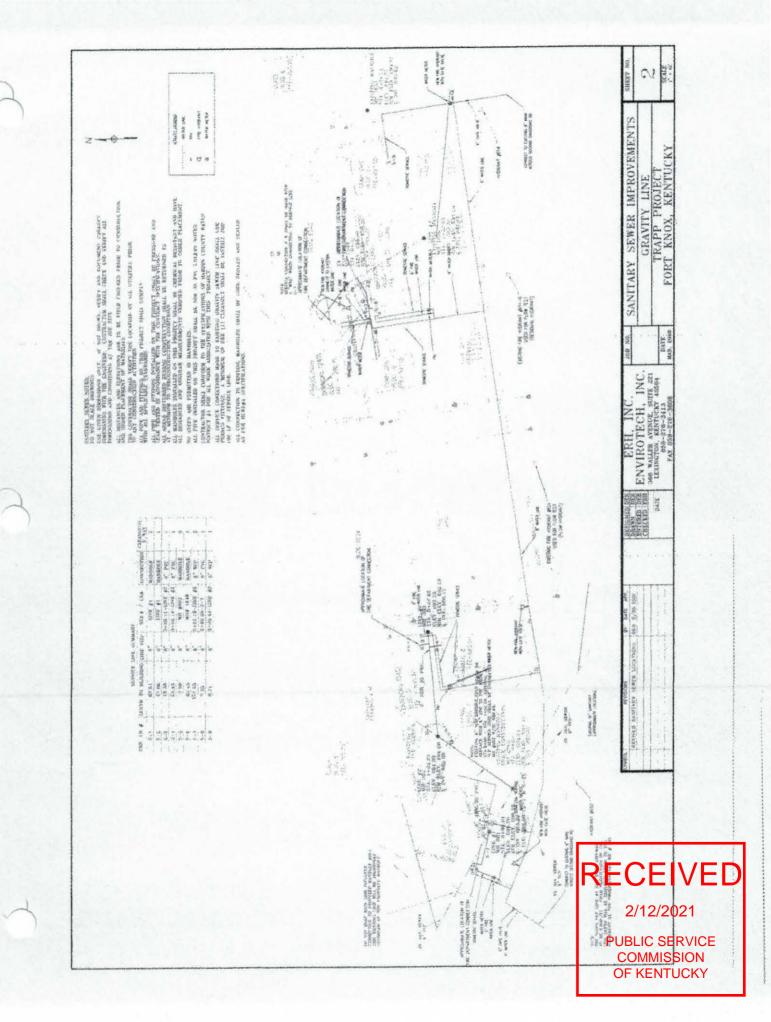
HARDIN COUNTY WATER DISTRICT #1 TRAPP PROJECT SANITARY SEWER IMPROVEMENTS FORT KNOX, KENTUCKY

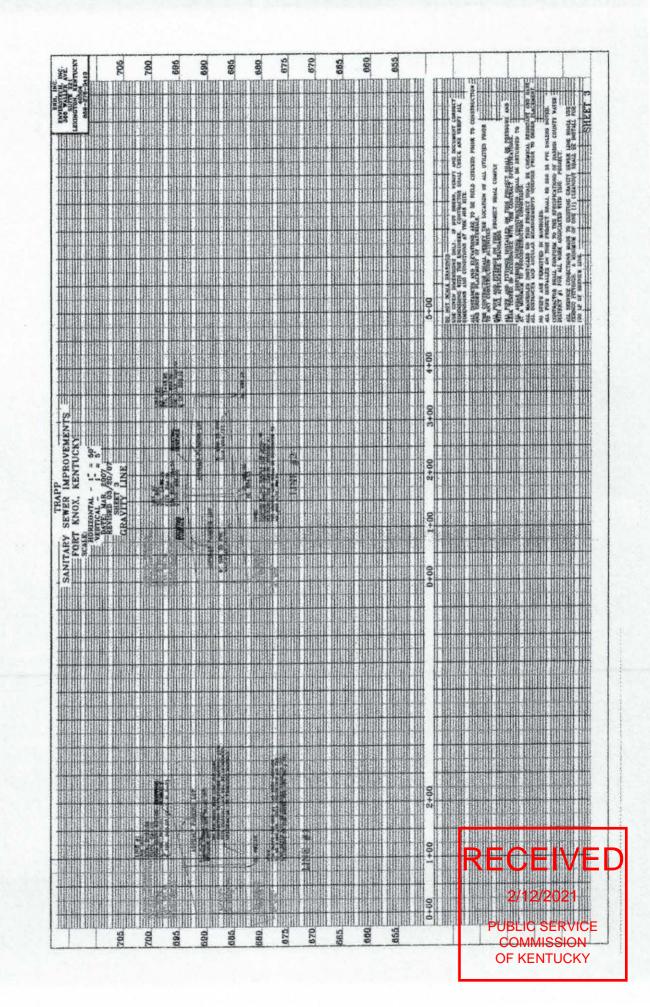


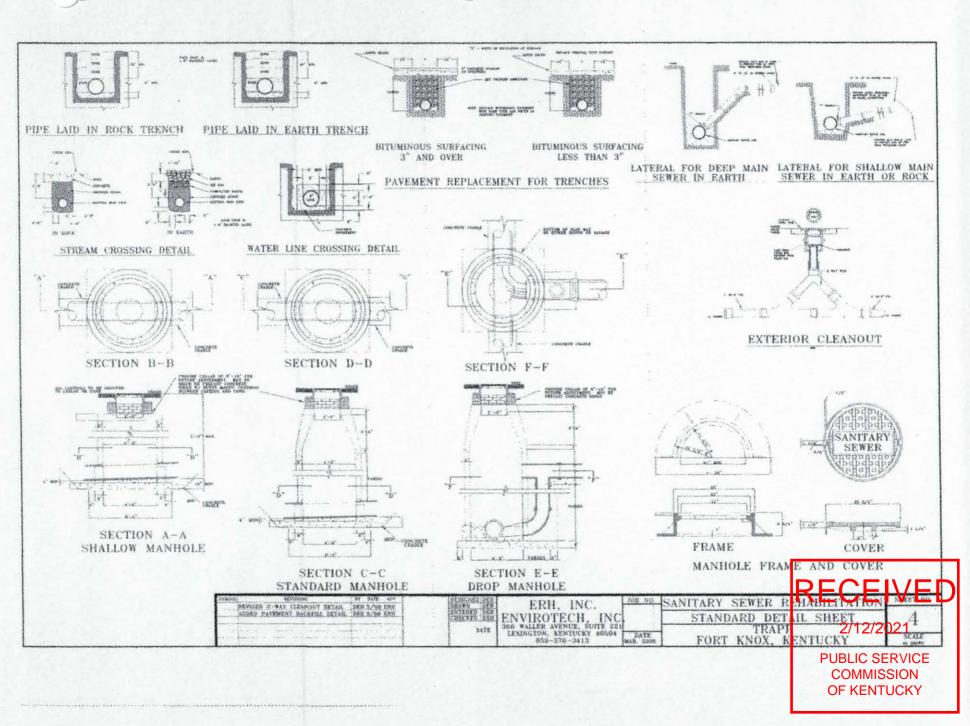
PREPARED FOR: HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE ROAD RADCLIFF, KENTUCKY TEL. NO. 1-270-351-3222

RECEIVED

MARCH 2008







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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	I. CONTRACTID CODE PAGE OF PAGES
	116
AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO.	5. PROÆCT NO (Ifapplicable)
P00017 04-Apr-2008 SEE SCHEDULE	
ISSUED BY CODE W9124D 7. ADMINISTERED BY (Ifother than item 6)	CODE
DIRECTORATE OF CONTRACTING SEE Item 6	
RLDG 11098 STE 250	
199 6TH AVE FORT KNOX KY 40121-5720	
NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)	9A. AMENDMENT OF SOLICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RÖ	
RADCLIFF KY 40180-9043	9B. DATED (SEE ITEM 11)
	→ 10A_MOD. OF CONTRACT/ORDER NO
	X 10A, MOD, OF CONTRACT/ORDER NO. W9124D-05-C-0017
	10B. DATED (SEE ITEM 13)
ODE 316V9 FACILITY CODE	X 30-Sep-2004
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLI	
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	
(a) By completing flems 8 and 15, and retarning copies of the amendment; (b) By acknowledging receipt of this amendment or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers, FAILURE OF YOUR.	
or (c) by separate fener of the grant which mendes a restricted to the softenation and alternation humbers. FAILURE OF FOULA RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIES	
REJECTION OF YOUR OFFER. Hby virtue of this annihilment you desire to change an offer already submitted, such change may	
provided each telegramor letter makes reference to the solicitation and this amendment, and is received prior to the opening bour	nd date specified.
2. ACCOUNTING AND APPROPRIATION DATA (If required)	
See Schedule	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITI	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH	
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W9124D-05-C-0017 P00017 Page 2 of 6

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.



ITEM NO	SUPPLIES/SERVICES QUA	ANTITY	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 NUMB	ER: W22PES-	7136-7036					
				NET AMT	\$0.00			
	ACRN AF CIN: W22PES713670360008				\$0.00			
ITEM NO	SUPPLIES/SERVICES QUA	ANTITY	UNIT	UNIT PRICE	AMOUNT			
0008AA	Monthly Charge to Provide Wast accordance with Section C, Descr Work Statement for Period 1 Jul	e Water Utility riptions, Speci	fications, and	\$213,659.00	\$427,318.00			
				NET AMT	\$427,318.00			
	ACRN AF CIN: W22PES713670360008AA				\$0.00			
ITEM NO	SUPPLIES/SERVICES QUA	NTITY	UNIT	UNIT PRICE	AMOUNT			
0008AB	Monthly Charge to Provide Waste accordance with Section C, Descr Work Statement for Period 1 Sep	e Water Utility riptions, Speci	fications, and	\$209,406.00	\$2,094,060.00			
				NET AMT	\$2,094,060.00			
	ACRN AF CIN: W22PES713670360008AB				RECEIME			
					2/12/2021			
					PUBLIC SERVICE COMMISSION OF KENTUCKY			

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ITEM NO 0009	SUPPLIES/SERVICES Monthly Charge to Provid Ft. Knox, KY in accordan Specifications, and Work	ce with Section C,	Descriptions,	UNIT PRICE \$33,811.00 Jun 08	AMOUNT \$405,732.00			
	PURCHASE REQUEST	NUMBER: W22P	ES-7136-7036					
				- NET AMT	\$405,732.00			
	ACRN AF CIN: W22PES713670360	009			\$0.00			
ITEM NO 0010	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT			
0010	Funding - Year 3 (1 Jul 07 - 30 Jun 08)							
	PURCHASE REQUEST	NUMBER: W22PI	ES-7136-7036					
				_				
				NET AMT	\$0.00			
	ACRN AF CIN: W22PES713670360	010			\$2,927,110.00			



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ITEM NO 0011	SUPPLIES/SERVICES Sewer System Infrastructu Arbitration Panel (TRAP) per Sanitary Sewer Improv Kentucky Drawing Dated PURCHASE REQUEST N	Relocatable Barra vements Gravity L March 2008	icks and Office ine, TRAP Pro	Facilities	AMOUNT \$156,501.45
				NET AMT	\$156,501.45

ACRN AG CIN: W22PES808480400011 \$156,501.45

\$156,501.45



W9124D-05-C-0017 P00017 Page 6 of 6

ACCOUNTING AND APPROPRIATION DATA

AF: 217202000000B4B4AH131079J2A46252G2ETPY1W22PES71367036TPY12E012165 AMOUNT: \$2,927,110.00 CIN W22PES713670360010: \$2,927,110.00

AG: 21820200000B4B4AH13519700C47252G2ETPZ3W22PES80848040TPZ32E012165 AMOUNT: \$156,501.45 CIN W22PES808480400011: \$156,501.45



AMENDMENT OF SOL	ICITATION/N	ODIFI	CATION OF CONTRACT		I.CONTRACT	(ID CODE	PAGE OF PAGES
AMENDMENT/MODIFICATION NO.	3.EFFECTIVE	EDATE 4	4. REQUISITION PURCHASE REQ NO	_	1	S PROFECT	FNO.((fapplicable)
P00013	01-Jul-20	2008 5	SEE SCHEDULE				
ISSUED BY O	ODE W9124D	17	7. ADMRNISTERED BY (Ifather than tiem6)		CO	JOE	
DIRECTORATE OF CONTRACTING SFCA SR KN BLDG HIDB STE 250 199 FTH AVE FORT KNOX KY 40121-5720			See Item 6			(MEEPON) 4. John	
NAME AND ADDRESS OF CONTRA HARDIN COUNTY WATER DISTRET 1	CTOR (No., Street,	County, Sa	tic and Zip Code)		9A, AMENON	IENT OF SC	ALICITATION NO.
NORROCERSVILLE RD RADCLEFF MY 40°00 0341				1	98. DATED (S	SEE ITEM I	1)
							T/ORDER NO.
				1.44	10B DATED	(SEE ITEM	13)
ODE 316V9	CONTRACTOR OF A DESCRIPTION OF A DESCRIP	JTY CODE	PLIES TO AMENDMENTS OF SOLID	L.	30-Sep-2004		
The above maniered solicitation is anended a				· · · · ·	s eaended,	is not este	
RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER. They virtue	cludes a reference to the se D FOR THE RECEIPT OF coffhig aroundment you do	salientatioo aad RY 2RFFRS PR desire to change	(b) By acknowledging receipt of this screadure d anendment numbers: FAILURE OF YOUR A tIOR TO THE HOUR AND DATE SPECIFIED is an offer dready submitted, such change may b ent, and is received prior to the opening hour a	ACKN D MA3 be mad	OWLEDGMENT Y RESULTIN Is by telegramor k	F 763 BF	
2. ACCOUNTING AND APPROPRIAT See Schedule	ION DATA (If requi	ired)					
ON STATES AND	DISITEM APPLIES	SONLY TO	MODIFICATIONS OF CONTRACTS	SORI	WRS		
			FORDER NO. AS DESCRIBED IN ITE				
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C. THIS SUPPLEMENTAL AGREEM FAR 52.243-1, Changes, Fixed Price,		INTO POR	SUANT TO AUTHORITY OF.				
D. OTHER (Specify type of modificati	ion and authority)						
IMPORTANT: Contractor [] is i	not, X is requi	ired to sign (this document and return1	copi	es to the issuin	ig office.	
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AMES BRUCE - GEN	Type or print)	Aber	or IVA. as hererolitic changed, terrains unchan IGA. NAME AND TITLE OF COR Stephanie A. Bowr TEL Contracting Offic IGB. UNITED STATES OF AMER	man Der	ACTING OFFI	RE	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00018</u>

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 \$101,433.00 3 months @ \$33,811.00/month 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.



W9124D-05-C-0017 P00018 Page 3 of 5

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 N	UMBER: W22PE	S-8179-8050					
				NET AMT		\$0.00		
	ACRN AH CIN: W22PES8179805000	012				\$0.00		
			IDUT	LAUT DRIVE		MOUNT		
ITEM NO 0012AA	SUPPLIES/SERVICES	QUANTITY 3	UNIT	UNIT PRICE \$209,406.00		AMOUNT \$628,218.00		
	Monthly Charge to Provide accordance with Section C Work Statement for Period	, Descriptions, Spe						
	PURCHASE REQUEST N	UMBER: W22PE	S-8179-8050					
				NET AMT		\$628,218.00		
	ACRN AH CIN: W22PES8179805000	012AA				\$0.00		

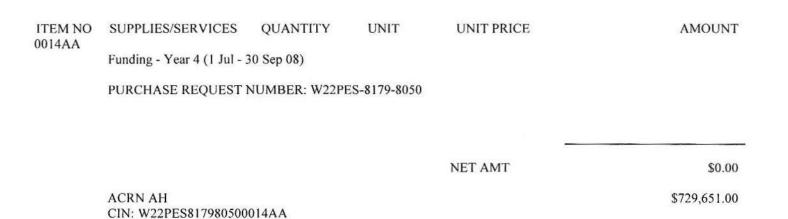


W9124D-05-C-0017 P00018 Page 4 of 5

OF KENTUCKY

1TEM NO 0013	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0015	Storm Water Utility System, Ft. Knox, KY 50 Year Contract - Year 4 (1 Jul 08 - 30 Jun 09)							
	PURCHASE REQUEST NUMBER: W22PES	5-8179-8050						
			NET AMT	\$0.00				
	ACRN AH			\$0.00				
	CIN: W22PES817980500013							
ITEM NO	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT				
0013AA	3 Monthly Charge to Provide Storm Water Utili		\$33,811.00	\$101,433.00				
	accordance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul - 30 Sep 08							
	PURCHASE REQUEST NUMBER: W22PES	S-8179-8050						
			NET AMT	\$101,433.00				
	ACRN AH CIN: W22PES817980500013AA			\$0.00				
ITEM NO 0014	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT				
	Funding - Year 4 (1 Jul 08 - 30 Jun 09)		8					
	PURCHASE REQUEST NUMBER: W22PES	5-8179-8050						
			NET AMT	\$0.00				
	ACRN AH CIN: W22PES817980500014			RECEIVE				
	2			2/12/2021				
				PUBLIC SERVICE COMMISSION				

W9124D-05-C-0017 P00018 Page 5 of 5



ACCOUNTING AND APPROPRIATION DATA

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165 AMOUNT: \$729,651.00 CIN W22PES817980500014AA: \$729,651.00



AMENDMENT OF	SOLICIT	ATION/MODU	FICATION OF CONTRACT		I. CONTRACT	D CODE	PAGE OF PAGE
ANIENDIVIENT OF	JULICI	AIUWWUU	FIGHTON OF CONTRACT		J		1 4
AMENDMENT/MODIFICATION NO		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO (Ifapplicable)
200019		23-Jul-2008	SEE SCHEDULE				
ISSUED BY	CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)		COL	DE	
DIRECTORATE OF CONTRACTING			See Item 6				
SFCA SR KN BLDG 1109B STE 250							
199 6TH AVE FORT KNOX KY 40121-5720							
1				-			
 NAME AND ADDRESS OF CC HARDIN COUNTY WATER DISTRICT 1 	NTRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDMI	ENT OF SC	LICITATION NO
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343					9B. DATED (SI	E ITEM I	1)
				x	10A. MOD. OF W9124D-05-C-	CONTRAC	T/ORDER NO.
				^	TRACTORIA MARCANA CAMPAN	and the second se	
		1		x	10B. DATED (SEE ITEM	13)
ODE 316V9		FACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI		30-Sep-2004		
7	100000000000000000000000000000000000000				-	٦.	
The above numbered solicitation is a	mended as set to	rth in Item 14. The hour and	f date specified for receipt of Offer		is extended,	is not exte	nded.
Offer must acknowledge receipt of the	is amendment pr	ior to the hour and date spe	cified in the solicitation or as amended by one of	he fo	llowing methods:		
(a) By completing Items 8 and 15, and			ent; (b) By acknowledging receipt of this amendm				
			and amendment numbers. FAILURE OF YOUR			TO BE	
			PRIOR TO THE HOUR AND DATE SPECIFIEI			ant:	
			ange an offer already submitted, such change may idment, and is received prior to the opening hour a			ter,	
2. ACCOUNTING AND APPRO							
See Schedule	PRIATION	MTA (II required)					
See Schedule	13 THIS IT	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	s/Ot	DEDS		
			CT/ORDER NO. AS DESCRIBED IN ITI	0.057			
			authority) THE CHANGES SET FORTH	IN	ITEM 14 ARE M	IADE IN T	HE
CONTRACT ORDER NO. 1	N ITEM 10A						
B. THE ABOVE NUMBERED	CONTRACT	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATI	VE C	HANGES (such a	e changes i	n pavina
			SUANT TO THE AUTHORITY OF FA			is changes i	n paying
C. THIS SUPPLEMENTAL AG	GREEMENT I	S ENTERED INTO P	URSUANT TO AUTHORITY OF:				
D OTHER (C. Status - C.	1.6	a					
D. OTHER (Specify type of mo	offication and	d authorny)					
. IMPORTANT: Contractor	X is not,	is required to si	gn this document and return	cop	pies to the issuing	office.	
4. DESCRIPTION OF AMENDA	ENT/MODI	FICATION (Organized	d by UCF section headings, including solid	itati	ion/contract subje	et matter	
where feasible.) Modification Control Number	howman	082062					
			SYSTEMS, FORT KNOX, KENTUCKY				
JERA HON OF THE WASTE W	AIENANDS		STSTEVS, FORT RIVOX, REVIDERT				
(cc	ntinued)						
cept as provided herein, all terms and ex-	onditions of the	document referenced in Item	9A or 10A, as heretofore changed, remains unchar	nged	and in full force and	effect	
A. NAME AND TITLE OF SIG			16A. NAME AND TITLE OF CO			CR (Type	
	(1)]00		STEPHANIE A. BOWMAN / CONTRACTING		CE		
			TEL: 502-624-4947		EMAIL: STEPHANI	E.BOWMAN	5775071
B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RIC/			C. DATE SIGNED
			BY Standonie	2	Bauma		C SERVICE
(Signature of person authorized	ed to sign)	-	(Signature of Contracting Of	0.000	0.000		MMISSION
XCEPTION TO SF 30	10 ° 1		30-105-04		*		ENTILCKY10-
PPROVED BY OIRM 11-84					1	cribed by G	
						(48 CFR) 5	

W9124D-05-C-0017 P00019 Page 2 of 4

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 9 months (1 Oct 08 – 30 Jun 09) @ \$223,958.00/month	\$628,218.00 \$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 9 months (1 Oct 08 – 30 Jun 09) @ \$40,545.00/month	\$101,433.00 \$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.



W9124D-05-C-0017 P00019 Page 3 of 4

OF KENTUCKY

ITEM NO 0012	SUPPLIES/SERVICES	QUANTITY 2,643,840	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$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 0 9 months (1 Oct 08 - 30 Ju								
	PURCHASE REQUEST	NUMBER: W22P	ES-8179-8050						
				NET AMT	\$2,643,840.00				
	ACRN AH CIN: W22PES817980500	012			\$0.00				
ITEM NO 0013	SUPPLIES/SERVICES	QUANTITY 466,338	UNIT Dollars,	UNIT PRICE \$1.00	AMOUNT \$466,338.00				
0015	Storm Water Utility Syste 50 Year Contract - Year 4	\$100,330.00							
	3 months (1 Jul - 30 Sep 0 9 months (1 Oct - 30 Jun (
	PURCHASE REQUEST	NUMBER: W22P	ES-8179-8050						
				NET AMT	\$466,338.00				
	ACRN AH CIN: W22PES817980500	013			\$0.00				
					RECEIVE				
					2/12/2021				
					PUBLIC SERVICE COMMISSION				

W9124D-05-C-0017 P00019 Page 4 of 4

ITEM NO 0014	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	Funding - Year 4 (1 Jul 08 - 30 Jun 09)			and an	
	PURCHASE REQUEST 1	NUMBER: W22PI	ES-8179-8050		

NET AMT

\$0.00

\$3,110,178.00

ACRN AH CIN: W22PES817980500014

ACCOUNTING AND APPROPRIATION DATA

AH: 218202000000B4B4AH131079J2A46252G2ETPY1W22PES81798050TPY12E012165 AMOUNT: \$3,110,178.00 CIN W22PES817980500014: \$3,110,178.00



AMENDMENT OF SOLICIT	ATTON/MODI	FICATION OF CONTRACT	r	I. CONTRACT	D CODE	PAGE OF PAGES
	-			J	C DEOIECT	1 5 NO.(Ifapplicable)
AMENDMENT/MODIFICATION NO. P00020	3. EFFECTIVE DATE 26-Sep-2008	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			3.PROJECT	rep.(mappingione)
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	COL	DE	
DIRECTORATE OF CONTRACTING SFCA SR KN BUDG 11098 STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6				
NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	19	A. AMENDM	ENT OF SO	LICITATION NO.
HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			5	B. DATED (SI	E ITEM I	.)
			x	10A. MOD. OF W9124D-05-C-	CONTRAC	T/ORDER NO.
*				OB. DATED (SEE ITEM	13)
ODE 316V9	FACILITY CO			30-Sep-2004		
1 The above numbered solicitation is unended as set fo	and the second	APPLIES TO AMENDMENTS OF SOL		TIONS s extended,	is not exter	
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or latter makes reference to th	THE RECEIPT OF OFFERS anendment you desire to ch e solicitation and this amen	PRIOR TO THE HOUR AND DATE SPECIFIC ange an offer already submitted, such change may	D MAY be mide	RESULT IN		
 ACCOUNTING AND APPROPRIATION I See Schedule 	DATA (If required)					ti si
		TO MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PURE CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify		and the second	and the second s	IADE IN TI	IE ·
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR	THIN ITEM 14, PUR	SUANT TO THE AUTHORITY OF F			is changes ir	ı paying
C. THIS SUPPLEMENTAL, AGREEMENT FAR 52.243-1 Alt I, Changes - Fixed Price D. OTHER (Specify type of modification an		UKSUANT TO AUTHORITY OP:			61999	
. of marciplosity type of modimention an				2 		
. IMPORTANT: Contractor is not,	X is required to si	ign this document and return1	copi	es to the issuing	office.	
 DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: bow mans OPERATION OF THE WASTEWATER AND ST 	082699		citatio	n/contract subje	et matter	
		5. 15. 11.				
cept as provided herein, all terms and conditions of the	document referenced in them	9A or 10A, as heretofore changed remains unch	an e cd an	d in this force and	effect	
5A. NAME AND TITLE OF SIGNER (Type o		16A. NAME AND TITLE OF CO Stephanie A. Bow				r print)
JAMES BRULE - GENER		R TEL: Contracting Offi	cer +		R	ECEIV
SK ONTRACTORIOFFEROR	- 9/29/08	BY Atephanie).(Bowin	160	DATE SIGNED
Signature of person authorized to sign) XCEPTION TO SF 30	1 1 1	(Signature of Contracting O	fficer)			PUBLIC SERV
NOW TON TO OF JU		30-105-04		STA	NDARD FO	RMC COMPANY SPAN

W9124D-05-C-0017 P00020 Page 2 of 5

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.

- 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.
- 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.



W9124D-05-C-0017 P00020 Page 3 of 5

ITEM NO 0012	SUPPLIES/SERVICES Waste Water Utility Syste	QUANTITY 2,643,840	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$2,643,840.00
	50 Year Contract - Year 4		09)		
	3 months (1 Jul - 30 Sep 0 9 months (1 Oct 08 - 30 Ju				
	PURCHASE REQUEST	NUMBER: W22P	ES-8179-8050		
				NET AMT	\$2,643,840.00
	ACRN AH CIN: W22PES817980500	012			\$0.00
ITEM NO 0013	SUPPLIES/SERVICES	QUANTITY 466,338	UNIT Dollars,	UNIT PRICE \$1.00	AMOUNT \$466,338.00
	Storm Water Utility Syste		U.S.		
	50 Year Contract - Year 4	(1 Jul 08 - 30 Jun	09)		
	3 months (1 Jul - 30 Sep 0 9 months (1 Oct - 30 Jun 0				
	PURCHASE REQUEST 1	NUMBER: W22PI	ES-8179-8050		
				NET AMT	\$466,338.00
	ACRN AH CIN: W22PES817980500	013			\$0.00



W9124D-05-C-0017 P00020 Page 4 of 5

ITEM NO 0014	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	Funding - Year 4 (1 Jul 0	8 - 30 Jun 09)			
	PURCHASE REQUEST	NUMBER: W22P	ES-8179-8050		
				NET AMT	\$0.00
	ACRN AH CIN: W22PES817980500	0014			\$3,110,178.00
ITEM NO 0015	SUPPLIES/SERVICES	QUANTITY 2,410,000	UNIT Dollars,	UNIT PRICE \$1.00	AMOUNT \$2,410,000.00
	Replacement of Approxin Vitrified Clay Pipe Main Pipe for Infantry Brigade	Sewer Lines with I	Polyvinyl Chlor		
	PURCHASE REQUEST				
				NET AMT	\$2,410,000.00
	ACRN AJ CIN: W22PES817980500	015			\$2,410,000.00



W9124D-05-C-0017 P00020 Page 5 of 5

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016		270,000	Dollars,	\$1.00	\$270,000.00
			U.S.		

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

\$270,000.00

ACRN AJ CIN: W22PES817980500018

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



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AMENDMENT OF SOL	ICIT	ATION/MODIF	FICATION OF CONTRACT	r	I.CONTRÁCT	ID CODE	PAGE OF PAGES
			· · · ·			C	1 14
2, AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE 18-Feb-2009	4, REQUESITION/PURCHASE REQ. NO. SEE SCHEDULE			S.PRORCE	NO.(16spplicsble)
P00021 4 ISSUED BY O	ODE	W9124D	7. ADMINISTERED BY (Nother than item 6)	<u>.</u>		DE W912	45
6. ISSUED BY MICC CENTER - FT KNOX BUCG TIGBE STE 250 1996TH AVE FORT KNOX KY 40121-6720	82- s		DREETCRATE OF CONTRACTING SECA SR KN BLDG 1998 BTE 350 1996 FH AVE FORT KNOX KY 40121-5/20	T	•		
8. NAME AND ADDRESS OF CONTRA HARDIN COUNTY WATER DISTRICT #1	CTOR	(No., Street, County,	State and Zip Code)				LICITATION NO.
1400 ROCERSYLLE RD RADCLEFF KY 40160-9343					9B. DATED (S	EE ITEM H	1)
					10A. MOD. OF W9124D-05-C	-8017	
······································			······································		10B. DATED 30-Sec-2004	(SEE ITEM	13)
CODE 316V9		FACILITY COL	DE APPLIES TO AMENDMENTS OF SOLI	. استر ب			
The above mathered solicitation is arended :					is extended.	is not exten	
(a) By completing locis 8 and 15, and return or (c) By separate latter or relegant which inc RECEIVED AT THE PLACE DESIGNATES RESECTION OF YOUR OFFER. Hoy virtue	ing cludes an D FOR Th cofthis a	copies of the anandmus reference to the solicitation a REE RECEIPT OF OFFERS 1 mendment you desite to cha	eifed in the solicitation or as antaled by one of mt. (b) By acknowledging section of this aneadar and amendment gambers. FAILURE OF YOUR STRIOR TO THE HOUR AND DATE SPECIFIC ange an offer directly submitted, such change may derent, and is exceived prior to the opening hour	ACKN D MA beaud	extheory of the o OWLEDGMENT Y RESULT IN Is by a legander b	TOBE	•
12. ACCOUNTING AND APPROPRIAT See Schedule	ION D	ATA (If required)	######################################			<u> </u>	
			TO MODIFICATIONS OF CONTRACT CTARDER NO, AS DESCRIBED IN IT				
A. THIS CHANCE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM			nithority) THE CHANGES SET FORTH	I IN F	TEM 14 ARE 1	MADE IN TH	Æ
	T FORT	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA	VE CI \R 43.	HANGES (such . 103(B).	as changes in	ı paying
X C. THIS SUPPLEMENTAL ACREEM FAR 52.243-1 Alt L Changes - Fixed I	Price		JRSUANT TO AUTHORITY OF:	<u></u>	·		
D. OTHER (Specify type of modificati	DR HAD	(authority)				·····	
E. IMPORTANT: Contractor	not,	x is required to sig	m this document and return	сор	ics to the issuin	g office.	
14. DESCRIPTION OF AMENDMENTA where feasible.) Modification Control Number: bow OPERATION OF THE WATEWATER AN	v menst	091029		citatic	m/contract subj	ect matter	

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Except as provided herein. all terms and conditions of the document refrenced in kem9A or 10A, as hereighte changed, ramins unchanged and in fall fore and effect.

	JAMES BAUCE - (erint) HCWD1 ENECHL MANAGER	TEL CONTRACTING OFFIC	R (T)	pe or print)	=D
	15 CONTRACTOR/OFFEROR	ISC. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	- 21
	(Signature of person authorized to sign)	3-4-09	BY Atophane A. Soumar- (Signature of Contracting Officer)	-	32/112/2021	
•	EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	30-16	95-04 STAI	DARI	PORDLACROERVIC	E
	The test of onder 11-04			ibed b		
			TAS.		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, servicedisabled 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 veteranowned 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. RECEIVED

(2) A statement of-

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(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 possibilities to adopt a subcontracting possibilities with the requirements of this clause.

(10) Assurances that the offeror will---

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(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 (I) 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.

(if) 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 womenowned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-



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(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, 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_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 <u>19.702</u> 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 <u>52.212-5</u>, 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 <u>52.244-6</u>, 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.

(1) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <u>http://www.esrs.gov/</u>. 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 $\underline{19.704}(c)$, 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 Nact 2010 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/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY (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 I 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 share E CEIVE describe initial capital upgrades and initial renewals and replacements in the same detail as required for Year 1.

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.

- 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.
- 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: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES90209007TPY12E012165

1. 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.



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



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ITEM NO 0012	SUPPLIES/SERVICES	QUANTITY 2,643,840	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$2,643,840.00
	Waste Water Utility System 50 Year Contract - Year 4				
	3 months (1 Jul - 30 Sep 0) 9 months (1 Oct 08 - 30 Ju				
	PURCHASE REQUEST N	IUMBER: W22PI	<u>38-8179-805</u> 0		
				NET AMT	\$2,643,840.00
	ACRN AH CIN: W22PES8179805000)12			\$0.00
)					
ITEM NO 0013	SUPPLIES/SERVICES	QUANTITY 466,338	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$466,338.00
	Storm Water Utility System 50 Year Contract - Year 4 (
	3 months (1 Jul - 30 Sep 08 9 months (1 Oct - 30 Jun 09				
	PURCHASE REQUEST N	IUMBER: W22PF	3S-8179-8050		
				- NET AMT	\$466,338.00
	ACRN AH CIN: W22PES8179805000	113			\$0.00
)					RECEIVED

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\frown					Page 12 01 14
TEM NO 0014	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	Funding - Year 4 (1 Jul 08	- 30 Jun 09)			
	PURCHASE REQUEST N	NUMBER: W22PI	35-8179-8050		
				NET AMT	\$0.00
	ACRN AH CIN: W22PES817980500	014			\$3,110,178.00
ITEM NO 0015	SUPPLIES/SERVICES	QUANTITY 2,410,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$2,410,000.00
~	Replacement of Approxim Clay Pipe Main Sewer Lin Infantry Brigade Combat 7	es with Polyvinyl	f Various Sizes Chloride Pipe f		
)	Rehabilitation of Approxit Clay Pipe Main Sewer Lin Manholes for the IBCT Fa	es and Rehabilitat	ion of Approxi		
	Replacement of Approxim Sewer Lines with 10" Poly the City of Muldraugh.				
	Replacement of Approxim Clay Pipe Main Sewer Lin Manholes at Eisenhower & (HRC) Facilities.	es with 18" Polyv	inyl Chloride P	ipe and 8	
	PURCHASE REQUEST N	IUMBER: W22PE	S-8179-8050		
				NET AMT	\$2,410,000.00
	ACRN AJ				\$2,410,000.00
	CIN: W22PES8179805000	1.1.7			

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2/12/2021

1TEM NO 0016	SUPPLIES/SERVICES	QUANTITY 270,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$270,000.00
	Rehabilitation of Approxi Rehabilitation of 24 Man at Godman Army Airfield	oles to Correct In	of 8" Main Sev		
	PURCHASE REQUEST	NUMBER: W22P	ES-8179-8050		
				NET AMT	\$270,000.00
	ACRN AJ CIN: W22PES817980500	016			\$270,000.00
ITEM NO 0017	SUPPLIES/SERVICES	QUANTITY 795,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$795,000.00
L	Repair and Sealing of App Sewer Pipe and Replacem at Brooks Field				
~.	Relocation of Approximat and Installation of IManh				
	PURCHASE REQUEST	NUMBER: W22P	ES-9020-9007		
				NET AMT	\$795,000.00
	ACRN AK	017			\$795,000.00

ACRN AK CIN: W22PES902090070017



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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



SUBMITTALS

	TASK <u>PARA</u>	TITLE	REQUIRED <u>FORMAT</u>	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION <u>& NO. OF COPIES</u>
ſ	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)
ſ	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 Pl		b XX Am	nual Cont	racting Officer (1)/ Contracting Officer Rep (1)
		Initial Capital Upgrades/Annua Repair & Replac Future Capital St Reports	ement/	30 th day of following month	Monthly	Contracting Officer Rep (1)
		Monthly Operating Repor	Written t	30 th day of following month	Monthly	Contracting Officer Rep (1)
		Discharge Monitoring Report (DMR) Wastewater Over And Discharge R		30 th day of following month	Monthly	Contracting Officer Rep (1)
		Storm Water Maintenance Reports and Rep	Written airs	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 Collec System Report	Written ction	30 th day of following month	Monthly	Contracting Office RECEIVED Rep (I) 2/12/2021 PUBLIC SERVICE COMMISSION

Contract No. W9124D-05-C-0017

Fort Knox Waste Water/Storm Water Modification P00021

				Woulliea	tion P00021
TASK <u>PARA</u>		REQUIRED <u>FORMAT</u>	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION <u>& 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 Repor	Written t	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 Lega Actions			As required	Contracting Officer Rep (1) RECEIVEI
	Drawings and System Changes or	Written		As required	

Contract No. W9124D-05-C-0017

TASK <u>PARA</u>	<u>TITLE</u>	REQUIRED <u>FORMAT</u>	DUE <u>DATE</u>	FREQUENCY	DISTRIBUTION <u>& 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



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 package of the current service and define specific requirements.

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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 RECEIVED

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 reimburging the Contractor for temporary connections or utility usage. The Administrative Contracting Officer VEC shall be provided the following information regarding any temporary service connections:

Name of Contractor/customer

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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 utilityspecific 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 IVED from normal utility practice, may be compensable under FAR 52.243-1 Alt 1, *Changes - Exert* IVED *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 Distallation in the procedures for displaying their identification card while within the boundaries of the Installation.

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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 manage 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 cope IVEC and length of any service disruption. The Contractor shall ensure it is able to be the IVEC 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 Plag/1262021

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 Officers, EIVEC 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 2/12/2021

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 brough on the Installation. Any HAZMAT which exceeds the reporting threshold under SARA, EPCRA E IV 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 furnish of 10/2021

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:

<u>Polychlorinated Biphenyls.</u> 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

<u>Lead.</u> 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.

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

<u>Chiorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs).</u> 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 looses 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 shall all any actions by the Contractor, the Contractor shall alert the Contracting Officer to this fact.

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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 resound including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW

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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-permittes, 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 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.

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 constitution of new V

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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.



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FAR (48 CFR) 53.243

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
- Kentucky Pollutant Discharge Elimination System (KPDES) permit number: KY0002917, AI number: 1642



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 Upon contract award(s), the appropriate attachments will be system and requirement. 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 RECEIVED



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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 RECEIVED.

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 rembursing 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

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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 utilityspecific 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, Charges - Fixed V Price.

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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 in the procedures for displaying their identification card while within the boundaries of the installation.

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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 manage 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 cope IVED and length of any service disruption. The Contractor shall ensure it is able to be the IVED 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 Plar2/T8/2021

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 Driver's Representative and cognizant environmental representative for the site. The Government with 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

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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 breught on the Installation. Any HAZMAT which exceeds the reporting threshold under SAFA, EPCRA ENV 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 furnisheg/tp2/2021

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:

<u>Polychlorinated Biphenyls.</u> 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.

<u>Asbestos</u>. 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.

<u>Pesticides/Herbicides</u>. 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.

<u>Lead.</u> 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.

<u>Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs).</u> 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 looses 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.

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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 reportilities including POL, chlorine, or other HAZMAT, the Contractor shall notify the fire department, DPW

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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-permittes, 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 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 costs.

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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 the construction of the utility-specific attachments (Section J), or any new connections as

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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 contairing a discharge, overflow, or unintended release into the environment for any release that will also the require notification to any regulatory agency. Initial Fort Knox notification shall be nade 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 12/2021

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<u>follows and other regulatory government agencies as required within 4 hours of ceasing and</u> 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).



AMENDMENT OF SOLICITA	TION/MODIF	ΊCΛΤΙΟΝ ΟΓ CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
		ICATION OF CONTRACT	J		1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT N	NO.(Ifapplicable)
P00023	01-Jul-2009	SEE SCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6) CODE W9124D DIRECTORATE OF CONTRACTING			
MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720			
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD	(No., Street, County, S	State and Zip Code)			LICITATION NO.
RADCLIFF KY 40160-9343			9B. DATED (S		
			X 10A. MOD. OF W9124D-05-C 10B. DATED	-0017	
CODE 316V9	FACILIT Y COL)F	X 30-Sep-2004		
		PPLIES TO AMENDMENTS OF SOLI	CITATIONS		
The above numbered solicitation is amended as set forth	h in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment prio	or to the hour and date spec	ified in the solicitation or as amended by one oft	the following methods:		
(a) By completing Items 8 and 15, and returning		t; (b) By acknowledging receipt of this amendme			
or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH				TO BE	
REJECTION OF YOUR OFFER. If by virtue of this an				tter,	
provided each telegramor letter makes reference to the		lment, and is received prior to the opening hour a	and date specified.		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)				
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN ITI			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE N	MADE IN TH	IE
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT				as changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.241-7					
D. OTHER (Specify type of modification and	authority)				
E. IMPORTANT: Contractor X is not, [is required to sig	n this document and return	copies to the issuin	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: bow mans0 OPERATION OF THE WASTEWATER AND STO	91945		citation/contract sub	ect matter	
(continued)					
Except as provided herein, all terms and conditions of the de	ocument referenced in Item	0.4 or 10.4 as heretofore changed remains uncha	nged and in full force and	leffect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO			r prh)/CD
	1 · /	STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE				2/2021SIGNED
		g			
(Signature of person authorized to sign)	·	BY (Signature of Contracting Of		PUBLIC	SERVICE
EXCEPTION TO SF 30	-1	30-105-04	·	ANDARD	AISSION RM 30 (Rev. 10-83)
APPROVED BY OIRM 11-84			Pre	R (48 CFR) 5	NTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00023</u>

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 1/2021

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.

21920200000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165



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.



ITEM NO 0018	SUPPLIES/SERVICES Waste Water Utility System, 50 Year Contract - Year 5 (1		UNIT Months	UNIT PRICE \$223,958.00	AMOUNT \$2,687,496.00
	PURCHASE REQUEST NU				
	ACRN AL CIN: W22PES91689028001	8		NET AMT	\$2,687,496.00 \$0.00
ITEM NO 0019	SUPPLIES/SERVICES Storm Water Utility System, 50 Year Contract - Year 5 (1 PURCHASE REQUEST NU	Jul 09 -30 Jun 1		UNIT PRICE \$40,545.00	AMOUNT \$486,540.00
	ACRN AL CIN: W22PES91689028001	9		NET AMT	\$486,540.00 \$0.00



ITEM NO 0020	SUPPLIES/SERVICES QUANTITY Funding - Year 5 (1 Jul 09 - 30 Jun 10)	UNIT UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST NUMBER: W22PES-5	9168-9028	
	ACRN AL CIN: W22PES916890280020	NET AMT	\$0.00 \$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES QUANTITY FY 09 Funding PURCHASE REQUEST NUMBER: W22PES-9	UNIT UNIT PRICE \$0.00	AMOUNT \$0.00
	ACRN AL CIN: W22PES916890280020AA	NET AMT	\$0.00 \$529,006.00

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$265,000.00 CIN W22PES916890280020AA: \$529,006.00



MENDMENT/MODIFICATION NO	.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5.PR	OJECT N	D.(Ifapplicab	le)
r :00024		20-Aug-2009	SEE SCHEDULE					
6. ISSUED BY MICC CENTER - FT KNOX BLDG 11098 STE 250 199 6TH AVE FORT KNOX KY 40121-5720	CODE	W9124D	7. ADMINISTERED BY (Ifother than item) DIRECTORATE OF CONTRACTING SFCA SR IXN BLDG 1109B STE 250 199 STH AVE FORT KNOX KY 40121-5720	•)	CODE	W9124	0	
8. NAME AND ADDRESS OF CO HARDIN COUNTY WATER DISTRICT (1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		(No., Street, County,	State and Zip Code)		9A. AMENDMENT 9B. DATED (SEE IT			11
				x	10A. MOD. OF CON W9124D-05-C-0017	TRACT	ORDER N	0.
CODE 316V9		FACILITY CO	DE		10B. DATED (SEE) 30-Sep-2004	ITEM L	}	
	<u> </u>	. THIS ITEM ONLY	APPLIES TO AMENDMENTS OF SOL	ICIT /	TIONS			
The above numbered solicitation is	amended as set for	th in Item 14. The hour and	d date specified for receipt of Offer		is extended, is a	not extend	¢d.	
(a) By completing lients 8 and 15, a or (c) By separate letter or telegram RECEIVED AT THE PLACE DES REJECTION OF YOUR OFFER. If	nd returning which includes a IGNATED FOR T fby virtue of this a	copies of the anendra reference to the solicitation HE RECEIPT OF OFFERS anondment you desire to ch	wifed in the solicitation or as amended by one of ent; (b) By acknowledging receipt of this amend- a and anendment numbers. FAILURE OF YOUF 3 PRIOR TO THE HOUR AND DATE SPECIFI iange an offer already submitted, such change ma diment, and is received prior to the opening hou	menton RACKN ED MA y be mad	each copy of the offer sub IOWLEDGMENT TO BE Y RESULT IN Ie by telegramor letter,			
12. ACCOUNTING AND APPRO			toment, and is received prior to the opening non	r ang da	e specifica.			
See Schedule								
<u>_</u>			TO MODIFICATIONS OF CONTRAC CT/ORDER NO. AS DESCRIBED IN I					
A THIS CHANCE OPPED IS	199110 (191192	LIANT TO Specify					2	
B. THE ABOVE NUMBERED	IN ITEM 10A.	ORDER IS MODIFIEI	authority) THE CHANGES SET FORT	H IN I	TEM 14 ARE MADE			
CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation date,	IN ITEM 10A. CONTRACT/ etc.) SET FOR	ORDER IS MODIFIEI TH IN ITEM 14, PUI	authority) THE CHANGES SET FORT	H IN I	TEM 14 ARE MADE			
CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation date, C. THIS SUPPLEMENTAL A	IN ITEM 10A. CONTRACTA stc.) SET FOR GREEMENT 1	ORDER IS MODIFIEI TH IN ITEM 14, PUI S ENTERED INTO P	authority) THE CHANGES SET FORT O TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF F	H IN I	TEM 14 ARE MADE			
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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

W9124D-05-C-0017 P00024 Page 3 of 3

ITEM NO 0020	SUPPLIES/SERVICES Funding - Year 5 (1 Jul 09 - 30 Jun 10) PURCHASE REQUEST N	QUANTITY NUMBER: W22PI	UNIT ES-9168-9028	UNIT PRICE	AMOUNT \$0.00
	ACRN AL CIN: W22PES9168902800)20		NET AMT	\$0.00 \$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES FY 09 Funding PURCHASE REQUEST N	QUANTITY IUMBER: W22Pf	UNIT 35-9168-9028	UNIT PRICE \$0.00	AMOUNT \$0.00
	ACRN AL CIN: W22PES9168902800)20AA			\$0.00 \$793,509.00

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$793,509.00 CIN W22PES916890280020AA: \$793,509.00



A MENDARNIT OF OOT TOTO	& TETE () N / / / N / I / I / I / I / I / I / I /		I.CONTRACT	TID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA		FICATION OF CONTRACT	L'J		1 3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	<u>_</u>	5. PROJECT	NO.(Ifapplicable)
P00025	30-Sep-2009	SEE SCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6) CC	DE W912	24D
MICC CENTER - FT KNOX		DIRECTORATE OF CONTRACTING SFCA SR KN		6	
BLDG 1109B STE 250 199 6TH AVE		BLDG 1109B STE 250			
FORT KNOX KY 40121-5720		199 6TH AVE FORT KNOX KY 40121-5720			
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County,	State and Zip Code)	9A. AMENDM	IENT OF SC	LICITATION NO.
HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD					1.
RADCLIFF KY 40160-9343			9B. DATED (S	SEE IT EIVIT	1)
			X 10A. MOD. OI	FCONTRAC	T/ORDER NO.
			10B. DATED	(SEE ITEM	13)
CODE 316V9	FACILITY CO		X 30-Sep-2004		
r***		APPLIES TO AMENDMENTS OF SOL			
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	l date specified for receipt of Offer	is extended,	is not exte	nded.
Offer must acknowledge receipt of this amendment price			-	<i>m</i>	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		nt; (b) By acknowledging receipt of this amendr and amendment numbers. FAILURE OF YOUR			
RECEIVED AT THE PLACE DESIGNATED FOR TH				TOBL	
REJECTION OF YOUR OFFER. If by virtue of this ar	•			etter,	
provided each telegramor letter makes reference to the		dment, and is received prior to the opening hour	r and date specified.		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)				
See Schedule				<u></u>	
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURSU				MADE IN T	НЕ
CONTRACT ORDER NO. IN ITEM 10A.	JAINI IO. (Speenly a	autority) The charoles set Toki i	THE TEM IS AND		THE
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT				as changes i	n paying
C. THIS SUPPLEMENTAL AGREEMENT IS	and the second s	Construction of the second sec	(dt 15.105(D).		
X D. OT HER (Specify type of modification and DFARS 252.232-7007	authority)				
E. IMPORTANT: Contractor X is not,	is required to si	gn this document and return	copies to the issuir	ng office.	······································
				<u> </u>	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.)	ICATION (Organized	a by UCF section headings, including sol	icitation/contract sub	yect matter	
Modification Control Number: bow mans()93023				
OPERATION OF THE WASTE WATER AND ST	ORM WATER UTILITY	' SYSTEVIS, FORT KNOX, KENTUCKY			
(contined)					
(contined)					
Except as provided herein, all terms and conditions of the d	ocument referenced in Iter	194 or 104 as heretofore changed remains unch	anged and in full force 🖛	0 enect	
Except as provided herein, all terms and conditions of the d 15A. NAME AND TITLE OF SIGNER (Type of		16A. NAME AND TITLE OF C		ICFR (Type	or print)
		STEPHANIE A BOWMAN / CONTRACTING		RĘ	CEIVE
JAMES BRUCE- GENERA	MANAGEL	- TEL: 502-624-4947	EMAIL: STEPHA	NIE.BOWMAN@	US.ARMY.MIL
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. UNITED STATES OF AMI	ERICA	15	C DATE SIGNED
Norman Suc-	1.0	C BY Staphonie	a Barm		0-Sep-2009
(Signature of person authorized to sign)	- 10-2-0	(Signature of Contracting C	Officer)	PLIR	
EXCEPTION TO SF 30		30-105-04		ANDARDE	ARMIRC CREVNIO-83
APPROVED BY OIRM 11-84				escribed by C	KENTUCKY
			F.A	R (48 CFR)	53:243

The following items are applicable to this modification: $\underline{P00025}$

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.

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ITEM NO 0020	SUPPLIES/SERVICES Funding - Year 5 (1 Jul 09 - 30 Jun 10)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020			\$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020AA			\$1,047,543.74

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74



AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE OF PAGES
		1	J	•	1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT N	NO.(Ifapplicable)
P00026	27-Oct-2009	SEE SCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING	CC	DE W9124	1D
MICC CENTER - FT KNOX BLDG 1109B STE 250		SFCA SR KN BLDG 1109B STE 250			
199 6TH AVE FORT KNOX KY 40121-5720		199 6TH AVE FORT KNOX KY 40121-5720			
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	State and Zip Code)	9A. AMENDM	IENT OF SOL	LICITATION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (S	· · · · · · · · · · · · · · · · · · ·	,
			X 10A. MOD. OI W9124D-05-C		
CODE 316V9	FACILIT Y COI	NF.	10B. DATED X 30-Sep-2004	(SEE ITEM I	.3)
		<u>DE</u> PPLIES TO AMENDMENTS OF SOLI			
The above numbered solicitation is amended as set forth	n in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not extend	ded.
Offer must acknowledge receipt of this amendment prio	r to the hour and date spec	ified in the solicitation or as amended by one of	the following methods:		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re		nt; (b) By acknowledging receipt of this amendm			
RECEIVED AT THE PLACE DESIGNATED FOR TH				IU BE	
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	•			etter,	
12. ACCOUNTING AND APPROPRIATION DA		ment, and is received prior to the opening nour a	and date specifica.		
See Schedule					
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURSU				MADE IN TH	Æ
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes in	paying
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and DFARA 252.232-7007	authority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuir	ig office.	
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	by UCF section headings, including solid	citation/contract sub	ject matter	
where feasible.) Modification Control Number: bow mans1	0189				
OPERATION OF THE WASTE WATER AND STO		SYSTEMS, FORT KNOX, KENTUCKY			
(continued)					
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	94 or 104 as heretofore changed remains uncha	unged and in full force an	d effect	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CC	-		r pr n) / C
		STEPHANIE A. BOWMAN / CONTRACTING	OFFICE		
15D CONTRACTOR/OFFEDOR		TEL: 502-624-4947	EMAIL: STEFHA		S.ARMY.MIL
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	9			JANA DIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Of		PUBLIC	SERVICE
EXCEPTION TO SF 30		30-105-04		ANDARD FO	AISSION RM 30 (Rev. 10-83)
APPROVED BY OIRM 11-84			Pre	escribed by CS	NTUCKY
			FA	R (48 CFR) 5	3.243

The following items are applicable to this modification: $\underline{P00026}$

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: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165



ITEM NO 0020	SUPPLIES/SERVICES Funding - Year 5 (1 Jul 09 - 30 Jun 10)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
	ACRN AL CIN: W22PES9168902800	020		NET AMT	\$0.00 \$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES FY 09 Funding PURCHASE REQUEST N	QUANTITY NUMBER: W22PE	UNIT S-9168-9028	UNIT PRICE \$0.00	AMOUNT \$0.00
	ACRN AL CIN: W22PES9168902800	020AA		NET AMT	\$0.00 \$1,047,543.74



ITEM NO 0020AB	SUPPLIES/SERVICES FY 10 Funding	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: W22PES	5-9299-8001		
				NET AMT	\$0.00
	ACRN AM CIN: W22PES9299800100)20AB			\$274,971.26

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$274,971.26 CIN W22PES929980010020AB: \$274,971.26



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES
AMENDMENT OF SOLICITE		ICATION OF CONTRACT	IRACI J 1		
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	I	5. PROJECT	NO.(Ifapplicable)
P00027	30-Nov-2009	SEE SCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)	CO	DE W9124	4D
MICC CENTER - FT KNOX		DIRECTORATE OF CONTRACTING SFCA SR KN			
BLDG 1109B STE 250 199 6TH AVE		BLDG 1109B STE 250 199 6TH AVE			
FORT KNOX KY 40121-5720		FORT KNOX KY 40121-5720			
2 NAME AND ADDRESS OF CONTRACTOR.	No. Staroot Country	Nata and Zin Cada)	94 AMENDM	ENT OF SOL	LICITATION NO.
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	state and Zip Code)	JA: AMENDIA		Lien Anoly No.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (S	EE ITEM 11)
					T/OPDED NO
			X 10A. MOD. OF W9124D-05-C	-0017	I/OKDEK NO.
			10B. DATED	(SEE ITEM 1	13)
CODE 316V9	FACILIT Y COD		X 30-Sep-2004		
		PPLIES TO AMENDMENTS OF SOLI	_		
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 exten	ded.
Offer must acknowledge receipt of this amendment prio	-	-	-	6	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re		at; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR			
RECEIVED AT THE PLACE DESIGNATED FOR TH					
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the				etter,	
12. ACCOUNTING AND APPROPRIATION DA			1		
See Schedule	iiii (ii required)				
13. THIS ITE	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/ORDERS.		
IT MODI	FIES THE CONTRAC	CT/ORDER NO. AS DESCRIBED IN IT	EM 14.		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE	MADE IN TH	ΉE
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT				as changes in	ı paying
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuin	g office	
			1		
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.)	CATION (Organized	by UCF section headings, including solid	citation/contract sub	ject matter	
Modification Control Number: bow mans1					
OPERATION OF THE WASTE WATER AND STO	ORM WATER UTILITY	SYSTEMS, FORT KNOX, KENTUCKY			
(continued)					
				1	
Except as provided herein, all terms and conditions of the de 15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CC	-		
13/1. While Middle III LE OF SIGNER (Type of	pinit)	STEPHANIE A. BOWMAN / CONTRACTING		REC	EIVED
		TEL: 502-624-4947	EMAIL: STEFHAI	NIE.BOWMAN@U	JS.ARMY.MIL
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI			2/1\$2	2/2021SIGNED
		BY Stophonie	a Barn		SEREPEE
(Signature of person authorized to sign)		(Signature of Contracting Of		0014	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04	ST.	ANDARD FO	RM 30 (Rev. 10-83)
ATTROALD DI OINIVEET-04				R (48 CFR) 5	

The following items are applicable to this modification: $\underline{P00027}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
0020	Funding - Year 5 (1 Jul 09 - 30 Jun 10)				\$0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800)20			\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800)20AA			\$1,047,543.74
ITEM NO 0020AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0020AD	FY 10 Funding			\$0.00	φ0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9299-8001		
				NET AMT	\$0.00
	ACRN AM				\$539.474.26
	CIN: W22PES9299800100)20AB			RECEIVED
					2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

W9124D-05-C-0017 P00027 Page 4 of 4

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$539,474.26 CIN W22PES929980010020AB: \$539,474.26



2. AMENDMENT/MODIFICATION NO. P00028	3. EFFECTIVE DATE 23-Dec-2009	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJEC	TNO.(Ifapplicab
6. ISSUED BY CODE MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	W9124D	7. ADMINISTERED BY (Ifother than item6) DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		CODE W91	24D
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	(No., Street, County,	State and Zip Code)	9B. DATE	DMENT OF S O(SEE IT EM 1 OF CONTRA 5-C-0017	1)
			10B. DATE	D (SEE ITEM	~ <u> </u>
CODE 316V9	FACILITY COI		X 30-Sep-200)4	
		PPLIES TO AMENDMENTS OF SOLI		- <u></u>	
The above numbered solicitation is amended as set for Offer mist acknowledge receipt of this amendment pri (a) By completing Irems 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T	ior to the hour and date spec copies of the amendmen reference to the solicitation HE RECEIP TOF OFFERS	cified in the solicitation or as amended by one of nt; (b) By acknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE	ent on each copy of the ACKNOWLEDGME DMAY RESULT IN	he offer submitted; ENT TO BE	
REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the				or letter,	
12. ACCOUNTING AND APPROPRIATION D See Schedule			······		
		TO MODIFICATIONS OF CONTRACT			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify a	CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH		E MADE IN 1	THE
 B. THE ABOVE NUMBERED CONTRACT/ office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENT AL AGREEMENT I X D. OTHER (Specify type of modification and 	TH IN ITEM 14, PUR SENTERED INTO PU	SUANT TO THE AUTHORITY OF FA		uch as changes	in paying
DFARS 252.232-7007					
E. IMPORTANT: Contractor X is not,		in this document and return	copies to the iss		
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: bow mans OPERATION OF THE WASTE WATER AND ST (continued)	10640		Juan (All Contract		
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type o		9A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947	NTRACTING O	FICER (Type	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE]10	6C. DATE SIC
λ		BY Staphone	a. Barr	por 1	212/20201
(Signature of person authorized to sign)	-1	(Signature of Contracting Of	fficer)	 _ _ _ _ _ _ _ _ _	
EXCEPTION TO SF 30					OBNSE RRA

The following items are applicable to this modification: <u>P00028</u>

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.



W9124D-05-C-0017 P00028 Page 3 of 4

\bigcirc	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0020	Funding - Year 5 (1 Jul 09 - 30 Jun 10)				\$0.00
		PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
					-	<u></u>
					NET AMT	\$0.00
		ACRN AL CIN: W22PES9168902800)20			\$0.00
	TTEMNIO			T D TOT		
	ITEM NO 0020AA	SUPPLIES/SERVICES FY 09 Funding	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
		PURCHASE REQUEST N	IUMBER: W22PE	S-9168-9028		
5 C	}				-	
x					NET AMT	\$0.00
		ACRN AL CIN: W22PES9168902800)20AA			\$1,047,543.74
	ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	0020AB	FY 10 Funding			\$0.00	\$0.00
		PURCHASE REQUEST N	IUMBER: W22PE	S-9299-8001		
					- NET AMT	\$0.00
		ACRN AM CIN: W22PES9299800100	120 A D			\$803,977.26
		CIN. W221E57277800100	120AD			RECEIVE
\sim)					2/12/2021
	1					PUBLIC SERVICE COMMISSION OF KENTUCKY

AL: 21920200000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 210202000000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$803,977.26 CIN W22PES929980010020AB: \$803,977.26



AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT	1. CONTRAC	ID CODE	PAGE OF PAGES
			J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECTN	NO.(Ifapplicable)
P00029	21-Jan-2010	SEE SCHEDULE		- 110040	
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING	CC	DDE W9124	1D
MICC CENTER - FT KNOX BLDG 1109B STE 250		SFCA SR KN BLDG 1109B STE 250			
199 6TH AVE FORT KNOX KY 40121-5720		199 6TH AVE FORT KNOX KY 40121-5720			
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD	(No., Street, County, S	State and Zip Code)			LICITATION NO.
RADCLIFF KY 40160-9343			9B. DATED (,
					Γ/ORDER NO.
CODE 01010			10B. DATED X 30-Sep-2004	(SEE ITEM 1	.3)
CODE 316V9	FACILITY COL	DE PPLIES TO AMENDMENTS OF SOLI	00 000 2001		
The above numbered solicitation is amended as set forth			is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment price	or to the hour and date spec	ified in the solicitation or as amended by one of t	the following methods:		
(a) By completing Items 8 and 15, and returning		t; (b) By acknowledging receipt of this amendme			
or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH				I TO BE	
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	•	· · · ·		etter,	
12. ACCOUNTING AND APPROPRIATION DA		ment, and is received prior to the opening nour a	and date specified.		
See Schedule	(Il required)				
		O MODIFICATIONS OF CONTRACT			
A. THIS CHANGE ORDER IS ISSUED PURSU				MADE IN TH	<u>т</u>
CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes in	paying
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issui	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	by UCF section headings, including solid	citation/contract sub	oject matter	
where feasible.) Modification Control Number: bow mans1	0807				
OPERATION OF THE WASTE WATER AND STO	ORM WATER UTILITY	SYSTEMS, FORT KNOX, KENTUCKY			
(continued)					
(continued)					
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	9A or 10A, as heretofore changed, remains uncha	anged and in full force an	d effect.	
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC		ITEK (Type	r pr n V / C
		STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947		NIE.BOWMAN@U	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE				2/2012 SIGNED
		BY Stophonia			
(Signature of person authorized to sign)		(Signature of Contracting Of		PUBLIC	SERVICE
EXCEPTION TO SF 30		30-105-04	ST		RM 30 (Rev. 10-83)
APPROVED BY OIRM 11-84				escribed by CS	

The following items are applicable to this modification: $\underline{P00029}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
0020	Funding - Year 5 (1 Jul 09 - 30 Jun 10)				\$0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020			\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020AA			\$1,047,543.74
ITEM NO 0020AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0020AD	FY 10 Funding			\$ 0.00	\$0.00
	PURCHASE REQUEST N	IUMBER: W22PE	S-9299-8001		
				- NET AMT	\$0.00
	ACRN AM	20 4 D			\$1.068.480.26
	CIN: W22PES9299800100	JZUAB			RECEIVED
					2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$1,068,480.26 CIN W22PES929980010020AB: \$1,068,480.26



AMENDMENT OF SOLICITA	1. CONTRACT ID CODE		PAGE OF PAGES				
AMENDMENT OF SOLICITE		ICATION OF CONTRACT	J	1 4			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	I	5. PROJECT	NO.(Ifapplicable)		
P00030	22-Feb-2010	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)	CO	DE W9124	4D		
MICC CENTER - FT KNOX		DIRECTORATE OF CONTRACTING SFCA SR KN					
BLDG 1109B STE 250 199 6TH AVE		BLDG 1109B STE 250 199 6TH AVE					
FORT KNOX KY 40121-5720		FORT KNOX KY 40121-5720					
8. NAME AND ADDRESS OF CONTRACTOR	No. Street County 9	tate and Zin Code)	9A. AMENDM	ENT OF SOI	LICITATION NO.		
HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD	(110., Bireet, County, I						
RADCLIFF KY 40160-9343							
			X 10A. MOD. OF W9124D-05-C	CONTRAC	Γ/ORDER NO.		
			10B. DATED X 30-Sep-2004	(SEE ITEM 1	13)		
CODE 316V9	FACILITY COD	DE PPLIES TO AMENDMENTS OF SOLI	00 000 2004				
The above numbered solicitation is amended as set forth			is extended,	is not exten	ded.		
Offer must acknowledge receipt of this amendment prio			L L L L L L L L L L L L L L L L L L L				
(a) By completing Items 8 and 15, and returning	copies of the amendmen	t; (b) By acknowledging receipt of this amendme	ent on each copy of the o				
or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH				TO BE			
REJECTION OF YOUR OFFER. If by virtue of this an				tter,			
provided each telegramor letter makes reference to the		ment, and is received prior to the opening hour a	and date specified.				
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
	M APPI IFS ONLY T	O MODIFICATIONS OF CONTRACT	S/ORDERS				
		T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE N	MADE IN TH	ΙE		
CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT				as changes in	paying		
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuin	g office.			
			1				
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.)	-	by UCF section headings, including solic	citation/contract sub	ject matter			
Modification Control Number: bow mans1			N/				
OPERATION OF THE WASTE WATER AND STO		STSTEVISATFORT KNOX, KENTUCK	Ŷ				
(continued)							
Except as provided herein, all terms and conditions of the de	ocument referenced in Item	_	-				
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC STEPHANIE A. BOWMAN / CONTRACTING		СЕ <u>К (</u> Туре			
		TEL: 502-624-4947	EMAIL: STEPHAN	NIE.BOWMAN@U	JS.ARMY.MIL		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME	RICA	2/180	2/2021signed		
		BY Stophonia	a Barno	~ _	$2 - E_{ob} = 2010$		
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)	PUBLIC	SERVICE		
EXCEPTION TO SF 30	3	80-105-04			RM 30 (Rev. 10-83)		
APPROVED BY OIRM 11-84				scribed by CS			

The following items are applicable to this modification: $\underline{P00030}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
0020	Funding - Year 5 (1 Jul 09 - 30 Jun 10)				40.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800)20			\$0.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020AA	FY 09 Funding			\$0.00	\$0.00
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				-	
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020AA			\$1,047,543.74
ITEM NO 0020AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0020111	FY 10 Funding			ψ0.00	φ0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-9299-8001		
				- NET AMT	\$0.00
	ACRN AM				\$1.332.983.26
	CIN: W22PES9299800100)20AB			RECEIVED
					2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$1,332,983.26 CIN W22PES929980010020AB: \$1,332,983.26



AMENDMENT OF SOLICITA	ATION/MODIF	TICATION OF CONTRACT	1. CONTRACT	TID CODE	PAGE OF PAGES			
	1		J	- <u>.</u>	1 4			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECTN	NO.(Ifapplicable)			
P00031	22-Mar-2010	SEE SCHEDULE						
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING	CC	DE W9124	4D			
MICC CENTER - FT KNOX BLDG 1109B STE 250		SFCA SR KN BLDG 1109B STE 250						
199 6TH AVE FORT KNOX KY 40121-5720		199 6TH AVE FORT KNOX KY 40121-5720						
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	State and Zip Code)	9A. AMENDM	9A. AMENDMENT OF SOLICITATION NO				
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (SEE ITEM 11)					
					Γ/ORDER NO.			
CODE 316V9	FACILIT Y COL		10B. DATED X 30-Sep-2004	(SEE ITEM)	.3)			
		DE APPLIES TO AMENDMENTS OF SOLI	00 000 2001					
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exten	ded.			
Offer must acknowledge receipt of this amendment price	or to the hour and date spec	cified in the solicitation or as amended by one of	the following methods:					
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		nt; (b) By acknowledging receipt of this amendm	••					
RECEIVED AT THE PLACE DESIGNATED FOR TH				I IO BE				
REJECTION OF YOUR OFFER. If by virtue of this ar provided each telegramor letter makes reference to the		• • • •		etter,				
12. ACCOUNTING AND APPROPRIATION DA		anent, and is received prior to the opening nour a	and date specified.					
See Schedule	ATA (Il required)							
13. THIS ITE	EM APPLIES ONLY T	ΓΟ MODIFICATIONS OF CONTRACT	S/ORDERS.					
		CT/ORDER NO. AS DESCRIBED IN IT						
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	I IN ITEM 14 ARE	MADE IN TH	IE			
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes in	paying			
C. THIS SUPPLEMENTAL AGREEMENT IS	SENTERED INTO PU	JRSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)							
E. IMPORTANT: Contractor X is not,	is required to sig	gn this document and return	copies to the issuir	ng office.				
14. DESCRIPTION OF AMENDMENT/MODIFI	ICATION (Organized	by UCF section headings, including solid	citation/contract sub	oject matter				
where feasible.) Modification Control Number: bow mans 1 OPERATION OF THE WASTE WATER AND STO	101185							
(continued	(t							
Except as provided herein, all terms and conditions of the de		_	-					
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING		IN HE (Type	ENVED			
		TEL: 502-624-4947	EMAIL: STEPHA					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE			2/162	2/2021SIGNED			
	.	BY Staphonie			SERVICE			
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Of						
APPROVED BY OIRM 11-84		30-105-04		ANDARD FO	RM 30 (Rev. 10-83) NTUCKY			
				R (48 CFR) 5				

The following items are applicable to this modification: $\underline{P00031}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding - Year 5				
	(1 Jul 09 - 30 Jun 10)				
	PURCHASE REQUEST N				
					<u>.</u>
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800)20			\$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	FY 09 Funding				
	PURCHASE REQUEST N	UMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800)20AA			\$1,047,543.74
ITEM NO 0020AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0020112	FY 10 Funding			<i>Q</i> OOO	¢0100
	PURCHASE REQUEST N	JUMBER: W22PE	5-9299-8001		
			5 7 2 7 7 0 0 0 1		
				NET AMT	\$0.00
	ACRN AM CIN: W22PES9299800100)20AB			\$1,597,486.26
		20110			RECEIVE
					2/12/2021
					PUBLIC SERVICE COMMISSION
					OF KENTUCKY

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$1,597,486.26 CIN W22PES929980010020AB: \$1,597,486.26



AMENDMENT OF SOLICITA	ATION/MODIF	TCATION OF CONTRACT	1. CONTRACT	TID CODE	PAGE OF PAGES			
	1		J		1 4			
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECTN	NO.(Ifapplicable)			
P00032	22-Apr-2010	SEE SCHEDULE						
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6) DIRECTORATE OF CONTRACTING	CC	DE W9124	1D			
MICC CENTER - FT KNOX BLDG 1109B STE 250		SFCA SR KN BLDG 1109B STE 250						
199 6TH AVE FORT KNOX KY 40121-5720		199 6TH AVE FORT KNOX KY 40121-5720						
		FORT NNOA KT 40121-5720						
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	State and Zip Code)	9A. AMENDM	9A. AMENDMENT OF SOLICITATION NC				
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (SEE ITEM 11)					
			X 10A. MOD. OI W9124D-05-C					
			10B. DATED X 30-Sep-2004	(SEE ITEM 1	.3)			
CODE 316V9	FACILITY COL	DE PPLIES TO AMENDMENTS OF SOLI	00 000 2001					
The above numbered solicitation is amended as set forth			is extended,	is not exten	ded.			
Offer must acknowledge receipt of this amendment price		1 1			Jou.			
(a) By completing Items 8 and 15, and returning	copies of the amendmen	nt; (b) By acknowledging receipt of this amendme	ent on each copy of the o					
or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH				TO BE				
REJECTION OF YOUR OFFER. If by virtue of this an				etter,				
provided each telegramor letter makes reference to the		dment, and is received prior to the opening hour a	and date specified.					
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)							
		TO MODIFICATIONS OF CONTRACT						
A. THIS CHANGE ORDER IS ISSUED PURSU		CT/ORDER NO. AS DESCRIBED IN IT		MADE IN TH	ПЕ.			
CONTRACT ORDER NO. IN ITEM 10A.	Juli 10. (speeny a							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes in	paying			
C. THIS SUPPLEMENTAL AGREEMENT IS	SENTERED INTO PU	JRSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)							
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuir	g office.				
14. DESCRIPTION OF AMENDMENT/MODIFI	ICATION (Organized	by UCF section headings, including solic	citation/contract sub	ject matter				
where feasible.) Modification Control Number: bow mans 1	-			-				
OPERATION OF THE WASTE WATER AND STO		SYSTEMS, FORT KNOX, KENTUCKY						
(continued)								
			_					
Except as provided herein, all terms and conditions of the de			-					
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING		ICHR (Type)				
		TEL: 502-624-4947	EMAIL: STEFHA	NIE.BOWMAN@U	S.ARMY.MIL			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE			2/162	2/2021SIGNED			
	.	BY Staphonie			SERVICE			
(Signature of person authorized to sign)		(Signature of Contracting Of						
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	:	30-105-04		ANDARD FO	RM 30 (Rev. 10-83) NTUCKY			
				R (48 CFR) 5				

The following items are applicable to this modification: $\underline{P00032}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding - Year 5				
	(1 Jul 09 - 30 Jun 10)				
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
	ACRN AL CIN: W22PES9168902800	020		NET AMT	\$0.00 \$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	FY 09 Funding				
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020AA			\$1,047,543.74



ITEM NO 0020AB	SUPPLIES/SERVICES FY 10 Funding	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	PURCHASE REQUEST N	UMBER: W22PES	5-9299-8001		
				NET AMT	\$0.00
	ACRN AM CIN: W22PES9299800100)20AB			\$1,861,989.26

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$1,861,989.26 CIN W22PES929980010020AB: \$1,861,989.26



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						PAGE O	OF PAGES	
				J		1	4	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	O.(Ifapplio	cable)	
P00033	27-May-2010	SEE SCHEDULE						
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE			
MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE RD	(No., Street, County,	State and Zip Code)		A. AMENDMI			ION NO.	
RADCLIFF KY 40160-9343				9B. DATED (SEE ITEM 11)				
		10A. MOD. OF CONTRACT/ORDER NO. W9124D-05-C-0017 10B. DATED (SEE ITEM 13)						
CODE 316V9	FACILIT Y CO	DE)-Sep-2004		5)		
		APPLIES TO AMENDMENTS OF SOLIC						
The above numbered solicitation is amended as set fort Offer must acknowledge receipt of this amendment price (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes ar RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	or to the hour and date spee copies of the amendme eference to the solicitation HE RECEIPT OF OFFERS mendment you desire to cha solicitation and this amen	cified in the solicitation or as amended by one oft nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may b	he follow ent on eac ACKNO O MAY F oe made b	ch copy of the off WLEDGMENT RESULT IN by telegramor let	TO BE	ded.		
12. ACCOUNTING AND APPROPRIATION D. See Schedule	ATA (If required)							
		TO MODIFICATIONS OF CONTRACTS						
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.		CT/ORDER NO. AS DESCRIBED IN IT I authority) THE CHANGES SET FORTH			1ADE IN TH	Œ		
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	TH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying		
C. THIS SUPPLEMENTAL AGREEMENT IS	SENTERED INTO PI	URSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and	authority)							
E. IMPORTANT: Contractor is not,	is required to sig	gn this document and return	copies	s to the issuing	g office.			
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: bow mans OPERATION OF WASTE WATER AND STORM (continued)	101621		itation,	/contract subj	ect matter			
Except as provided herein, all terms and conditions of the d	ocument referenced in Item		-					
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947	OFFICE	CTING CHEI MAIL: STEPHAN			'ED	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATES OF AMEI BY		Baurra	~ _	2/2021		
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		0014		N.I.	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Pres	ANDARD FO scribed by CS.	NTUC		

The following items are applicable to this modification: $\underline{P00033}$

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.



ITEM NO 0020	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Funding - Year 5 (1 Jul 09 - 30 Jun 10)				
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020			\$0.00
ITEM NO 0020AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	FY 09 Funding				
	PURCHASE REQUEST N	NUMBER: W22PE	S-9168-9028		
				NET AMT	\$0.00
	ACRN AL CIN: W22PES9168902800	020AA			\$1,047,543.74
ITEM NO 0020AB	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	FY 10 Funding				
	PURCHASE REQUEST N	NUMBER: W22PE	S-9299-8001		
				NET AMT	\$0.00
	ACRN AM CIN: W22PES9299800100	020AB			\$2.126.492.26 RECEIVED
					2/12/2021
					PUBLIC SERVICE
					COMMISSION OF KENTUCKY

W9124D-05-C-0017 P00033 Page 4 of 4

ACCOUNTING AND APPROPRIATION DATA

AL: 219202000000B4B4AH131079J2A46252G2ETPY1W22PES91689028TPY12E012165 AMOUNT: \$1,047,543.74 CIN W22PES916890280020AA: \$1,047,543.74

AM: 21020200000B4B4AH13107920A46252G2ETPY1W22PES92998001TPY12E012165 AMOUNT: \$2,126,492.26 CIN W22PES929980010020AB: \$2,126,492.26



AMENDMENT OF SOLICITA	TION/MODIE	ΤΟΛΤΙΟΝ ΟΕ CONTRACT	1	1. CONTRACT I	ID CODE	PAGE O	F PAGES
AMENDMENT OF SOLICIT		ICATION OF COMPACE		J		1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	O.(Ifapplio	cable)
P00034	01-Jul-2010	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COE	DE		
MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	State and Zip Code)	9A	. AMENDMI	ENT OF SOL	ICITATI	ION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				. DATED (SE	· · · · · · · · · · · · · · · · · · ·		
				A. MOD. OF 9124D-05-C-0 B. DATED (R NO.
CODE 316V9	FACILIT Y COI	DE		-Sep-2004	SEETTENT	3)	
		PPLIES TO AMENDMENTS OF SOLIC					
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	date specified for receipt of Offer	is ex	xtended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment price (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this ar provided each telegramor letter makes reference to the	copies of the amendmen eference to the solicitation IE RECEIPT OF OFFERS mendment you desire to cha	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on eacl ACKNOW D MAY R De made by	h copy of the offi VLEDGMENT ESULT IN y telegram or let	IO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITH		RS.			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT					as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	SENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and FAR 52.241-7	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies	to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: bow mans 1 OPERATION OF THE WASTE WATER AND STO (continued)	101691		itation/o	contract subje	ect matter		
				_			
Except as provided herein, all terms and conditions of the de			-				
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947	OFFICE	AIL: STEPHAN			'ED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		RICA		2/1\$Q	2/2021	SIGNED
(Signature of person authorized to sign)	-	(Signature of Contracting Of			PUBLIC	-	КЕ
EXCEPTION TO SF 30		30-105-04	- /		NDARD FO		
APPROVED BY OIRM 11-84				Pres	criber by CS	NTUC	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: $\underline{P00034}$

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.



ITEM NO 0021	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$223,958.00	AMOUNT \$2,687,496.00				
0021		Monthly Charge to Provide Waste Water Utility Service in Accordance with Section C, Descriptions, Specifications, and Work Statement for Period							
	12 months (Jul 10 - 30 Ju	ın 11)@ \$223,958.	00/month						
	PURCHASE REQUEST	NUMBER: W22P	ES-0159-0005						
				NET AMT	\$2,687,496.00				
	ACRN AN CIN: W22PES015900050	0021			\$0.00				
ITEM NO 0022	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$40,545.00	AMOUNT \$486,540.00				
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								
	PURCHASE REQUEST	NUMBER: W22P	ES-0159-0005						
				NET AMT	\$486,540.00				
	ACRN AN				\$0.00				

ACRN AN CIN: W22PES015900050022



ITEM NO 0023	SUPPLIES/SERVICES Funding - Year 6 (1 Jul 10 - 30 Jun 11)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-0159-0005		
				NET AMT	\$0.00
	ACRN AN CIN: W22PES0159000500	023			\$0.00

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165 AMOUNT: \$264,503.00 CIN W22PES015900050023AA: \$264,503.00



AMENDMENT OF SOLICITA	ATION/MODIF	TCATION OF CONTRACT	1.	CONTRACT	ID CODE	PAGE O	F PAGES
	1	1		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	IO.(Ifapplic	cable)
P00035	20-Jul-2010	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COL	DE		
MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT #1	(No., Street, County, S	State and Zip Code)		-	ENT OF SOL	-	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343					EE ITEM 11)		
					CONTRACT 0017 SEE ITEM 1		NO.
CODE 316V9	FACILIT Y COI	DE		Sep-2004	SEETTENT	.3)	
		PPLIES TO AMENDMENTS OF SOLIO		· ·			
The above numbered solicitation is amended as set forth	h in Item 14. The hour and	date specified for receipt of Offer	is exte	ended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	copies of the amendmen ference to the solicitation IE RECEIPT OF OFFERS mendment you desire to cha	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on each ACKNOWI D MAY RE be made by t	copy of the offi LEDGMENT SULT IN telegramor let	IO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
See Schedule	M ADDI JES ONI V T	O MODIFICATIONS OF CONTRACT	S/ODDED	25			
		CT/ORDER NO. AS DESCRIBED IN ITI		 .			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to	o the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: bow mans1 OPERATION OF THE WASTE WATER AND STO (Continued)	01934		citation/co	ontract subje	ect matter		
Except as provided herein, all terms and conditions of the do			-				
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO STEPHANIE A. BOWMAN / CONTRACTING TEL: 502-624-4947	OFFICE		IE.BOWMAN@U		ΈD
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RICA			2/2021	
(Signature of person authorized to sign)		BY (Signature of Contracting Of			PUBLIC	servi	CE
EXCEPTION TO SF 30	_ _ ,	30-105-04	11001)	ST A	NDARD FO		ev. 10-83
APPROVED BY OIRM 11-84		50 103 VT		Pres	scribered by Kes	NTUCK	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: $\underline{P00035}$

- 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.



ITEM NO 0023	SUPPLIES/SERVICES Funding - Year 6 (1 Jul 10 - 30 Jun 11)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00		
	PURCHASE REQUEST N	UMBER: W22PE	S-0159-0005				
				NET AMT	\$0.00		
	ACRN AN CIN: W22PES0159000500)23			\$0.00		
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		
				NET AMT			
	ACRN AN CIN: W22PES0159000500)23AA			\$529,006.00		

ACCOUNTING AND APPROPRIATION DATA

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165 AMOUNT: \$529,006.00 CIN W22PES015900050023AA: \$529,006.00



AMENDMENT OF SOLICITA		1. CONTRACT ID CODE		PAGE OI	F PAGES		
AWENDWENT OF SOLICIT		ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	IO.(Ifapplic	able)
P00036	20-Aug-2010	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COL	DE		
MICC CENTER - FT KNOX							
BLDG 1109B STE 250		See Item 6					
199 6TH AVE FORT KNOX KY 40121-5720							
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9	A. AMENDMI	ENT OF SOL	LICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9	B. DATED (SI	EE ITEM 11))	
			X V	0A. MOD. OF V9124D-05-C-	CONTRACI 0017	/ORDER	NO.
			1	0B. DATED (SEE ITEM 1	3)	
CODE 316V9	FACILIT Y COL	DE	Х 3	80-Sep-2004			
11.	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI	CITA	ΓIONS			
The above numbered solicitation is amended as set forth	n in Item 14. The hour and	date specified for receipt of Offer	is	extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio		-		-			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re		it; (b) By acknowledging receipt of this amendment					
RECEIVED AT THE PLACE DESIGNATED FOR TH					IO BE		
REJECTION OF YOUR OFFER. If by virtue of this an					ter,		
provided each telegramor letter makes reference to the		lment, and is received prior to the opening hour a	and date	e specified.			
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
	M ADDI JES ONI V T	O MODIFICATIONS OF CONTRACT	S/OPD	EDS			
		CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN IT	EM 14 ARE M	IADE IN TH	IE	
CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and DFARS 252.232-7007	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copie	es to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	by UCF section headings, including solid	citatio	n/contract subj	ect matter		
where feasible.)	-						
Modification Control Number: bow mans1							
OPERATION OF THE WASTE WATER AND STO		STSTEVS, FORT KNOX, KENTUCKT					
(continued)							
Except as provided herein, all terms and conditions of the do		_	-				
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC STEPHANIE A. BOWMAN / CONTRACTING			ER (Lype o	r prn ()	FD
		TEL: 502-624-4947		EMAIL: STEFHAN	IE.BOWMAN@U	S.ARMY.MIL	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATES OF AME	RICA		2/162	2/ <mark>2/021</mark> s	JGNED
		BY Staphonia	a	Baurna	~ _ "		
(Signature of person authorized to sign)		(Signature of Contracting Of			PUBLIC	- Ster 201	СЕ
EXCEPTION TO SF 30	,	30-105-04	- /	ST A	NDARD FO	RM 30 R	ev. 10-83)
APPROVED BY OIRM 11-84				Pres	criber by CS	NTUCK	
				FAF	(48 CFR) 5	3.243	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: $\underline{P00036}$

- 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.



ITEM NO 0023	SUPPLIES/SERVICES Funding - Year 6 (1 Jul 10 - 30 Jun 11)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: W22PE	S-0159-0005		
				NET AMT	\$0.00
	ACRN AN CIN: W22PES0159000500	023			\$0.00
ITEM NO 0023AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
00201111	Fiscal Year 10 Funding			<i>Q</i>	\$0000
	PURCHASE REQUEST N	NUMBER: W22PE	S-0159-0005		
				NET AMT	\$0.00
	ACRN AN CIN: W22PES0159000500	023AA			\$793,509.00
ACC	COUNTING AND APP	KUPKIATION	DATA		

AN: 210202000000B4B4AH13107920A46252G2ETPY1W22PES01590005TPY12E012165 AMOUNT: \$793,509.00 CIN W22PES015900050023AA: \$793,509.00



PD0037 10-Sep-2010 REFERENCE BSUELD FY CODE MAT24D 7. ADMINSTREED BY (Moder runs inset) CODE BSUELD FY CODE MAT24D 7. ADMINSTREED BY (Moder runs inset) CODE BC CONTRACTOR CONTRACTOR (No., Street, County, State and Zip Code) 94. AMENDMENT OF SOLICITATI 94. AMENDMENT OF SOLICITATI Material Control (No., Street, County, State and Zip Code) 94. AMENDMENT OF SOLICITATI 94. AMENDMENT OF SOLICITATI Material Control (No., Street, County, State and Zip Code) 94. AMENDMENT OF SOLICITATI 94. DATED (SEE ITEM 13) Material Control (No., Street, County, State and Zip Code) 94. DATED (SEE ITEM 13) 30.56.92.204 DISE STRVA EACH ITY CODE XIA AMED OF FORTPACTORED 30.56.92.204 DISE STRVA EACH ITY CODE XIA AMED OF FORTPACTORED 30.56.92.204 DISE STRVA EACH ITY CODE XIA AMED OF FORTPACTORED 30.56.92.204 DISE STRVA EACH ITY CODE XIA AMED OF FORTPACTORED 30.56.92.204 DISE STRVA EACH ITY CODE XIA AMED OF FORTPACTORED 30.56.92.204 DISE STRVA ITHIS ITEM APPLIES ONLY ON MODITAL STRVATAND AND AND AND AND ATA A DE NOTY ITHIS AMAB	AMENDMENT OF SOLIC	TATION/MODI	FICATION OF CONTRACT		I. CONTRACTID COD	E PAGE OF PAGES
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	ISSUED BY COD	E W9124D	7. ADMINISTERED BY (If other than item 6)	-	CODE	
	MICC CENTER - FT KNOX BLDG 11098 STE 250 199 STH AVE FORT KNOX KY 40121-5720		See Item 6			
		OR (No., Street, County,	State and Zip Code)		9A. AMENDMENT C	F SOLICITATION NO.
A 2012 A 20	1400 ROGERSVILLE RD				9B. DATED (SEE ITE	EM 11)
DE				x	10A. MOD. OF CONT W9124D-05-C-0017	RACT/ORDER NO.
International control of the sended as a set with in the Number of the second of the sended of the second of th	SEP 242/0	In a cui un vi con		x	 First Set Alloc 1 Get President and the set of the se	rem 13)
The above numberal solicitation is a sended as set 6th in Item 14. The hour and date specified in the solicitation or a sended by one of the following methods: is not extended. Other and a date specified in this amedianet roter to the hour and date specified in the solicitation or an emanded by one of the following methods: following methods: following methods: O by openation is a medianet origit to the hour and date specified in the solicitation or an emanded by one of the following methods: following methods: following methods: O by openation is interest indication and anterpose of the solicitation and anterpose of the solicitation and anterpose of the openation of the openation of the solicitation and this sondarean motions. Following methods: following methods: Description of Yours ADDE PROP RIATION DATA (If required) See Schedula Is. THIS INTEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/SORDERS. TH MODIFIES THE CONTRACT/ORDER NO. AS DESCRIPTION IN THEM 14. A. THIS CHANGE ONDER INSUED PURSUANT TO: (Specify anthority) THE CHANGES SET FORTH IN ITEM 14. Are the openity of methods and due specifies and anterpose of methods and the solicitation and anterpose of the openity of the op	706 310V 9	of the second		L	and the second se	enteringen linter in enter
Offen mat sknowledge receipt of this amendment prior to the hour and dae specified in the solicitation or as a mended by one office difficulture in the second office amendment of the same second office amendment on each cargo office difficulture in the same diment, bill by acknowledging receipt of this amendment is each cargo and same diment, and the mender second office amendment and received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment, and is received prior to the solution of a same diment solution of a same diment, and is received prior to the solution of a same diment solution and same diment solution. A same diment solution and same diment solution of a same diment solution and same diment solution of a same dimen	The above numbered solicitation is amended as a				(many)	ot extended.
	REJECTION OF YOUR OFFER. If by virtue of pravided each telegranor letter takes reference t	his amendment you desire to ch o the solicitation and this amer	ange an offer already submitted, such change may	bem	ide by telegramor letter,	
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 CHANCES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43, 103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 52,214-7, Change in References. D. OTHER (Specify type of modification and authority) IMPORTANT: Contractor is not. X. is required to sign this document and return copies to the issuing office. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bow mans 102360 PERATION OF THE WASTE WATER AND STORMWATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued) Cantracting Office: MAME AND TITLE OF SIGNER (Type or print) JAMES BRULE - GENERAM MANAGEN B. CUNTRINCTOROPFERMENT (Signature of person authorized to sign) 164. NAM Shefthall BATBONTIRG(TING OFFICER TEL CONTRACTION OFFICE (Signature of person authorized to sign)	See Schedule					
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(Signature of person authorized to sign) (Signature of Contracting Officer) COMM	James Bluc		H-0 10		Borman	PUBLIC SERV
PPROVED BY ORM 11-84 SI ANI ACUPATION SI ACUPATION SI ANI ACUPATION SI ANI	XCEPTION TO SF 30		(Signature of Contracting Of 30-105-04	fice		D FORM KENTUCK

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FAR (4	8 CFR) 53.243

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P00037</u>

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 339,546.00, from 33,174,036.00 to 33,213,582.00. 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	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 I Jul – 30 Sep 10	
	3 months (1 Jul – 30 Sep 10) @ \$223,958.00/month	\$671,874.00
0022	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 Jul – 30 Sep10	
	3 months (1 Jul - 30 Sep 10) @ \$40,545.00/month	\$121,635.00
0024	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 – 30 Jun 11	
	9 months (1 Oct 10 – 30 Jun 11) @ \$230,057.00/month	\$2,070,513.00
0025	Storm Water Utility System, Ft. Knox, KY 50 Year Contract – Year 6 (1 Jul 10 – 30 Jun 11)	RECEIVED
	Monthly Charge to Provide Storm Water Utility Service in accordance with Section C, Descriptions,	2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

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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.



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ITEM NO 0021	SUPPLIES/SERVICES	QUANTITY 3	UNIT Months	UNIT PRICE \$223,958.00	AMOUNT \$671,874.00
	Waste Water Utility Syste 50 Year Contract - Year 6				
	Monthly Charge to Provid with Section C, Description Period 1 Jul - 30 Sep 10				
	3 months (1 Jul - 30 S	ep 10)@ \$223,958	.00/month		
	PURCHASE REQUEST	NUMBER: W22PI	ES-0159-0005		
				– NET AMT	\$671,874.00
	ACRN AN				\$0.00
	CIN: W22PES015900050	021			
ITEM NO 0022	SUPPLIES/SERVICES	QUANTITY 3	UNIT Months	UNIT PRICE \$40,545.00	AMOUNT \$121,635.00
0022	Storm Water Utility Syste 50 Year Contract - Year 6	em, Ft. Knox, KY		\$40,545.00	\$121,033.00
	Monthly Charge to Provid with Section C, Description Period 1 Jul - 30 Sep 10				
	3 months (1 Jul - 30	Sep 10) @ \$40,545	5.00/month		
	PURCHASE REQUEST	NUMBER: W22PI	ES-0159-0005		
				– NET AMT	£121 625 00
	ACRN AN			NETAMI	\$121,635.00 \$0.00
	CIN: W22PES015900050	022			\$0.00
					RECEIVE
					0/40/0004

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

W9124D-05-C-0017 P00037 Page 5 of 7

					rage 5 01 7
ITEM NO 0023	SUPPLIES/SERVICES Funding - Year 6 (1 Jul 10 - 30 Jun 11)	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST	NUMBER: W22PI	ES-0159-0005		
				NET AMT	\$0.00
	ACRN AN CIN: W22PES015900050	023			\$0.00
ITEM NO 0023AA	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	Fiscal Year 10 Funding				
	PURCHASE REQUEST	NUMBER: W22PI	ES-0159-0005		
				NET AMT	\$0.00

ACRN AN CIN: W22PES015900050023AA



\$3,213,582.00

P00037 Page 6 of 7 SUPPLIES/SERVICES UNIT UNIT PRICE ITEM NO **OUANTITY** AMOUNT 0024 Months \$230,057.00 \$2,070,513.00 9 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 OUANTITY 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 RECEIVED 2/12/2021

> PUBLIC SERVICE COMMISSION OF KENTUCKY

W9124D-05-C-0017

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.

	ProposedSewer	Proposed Storm Water	Proposed Total	Current Total	Difference	e %
HCWD#1 Mgmt & Admin						
Salaries & Benefits	\$	\$	\$	S	\$	%
Legal	\$	\$	\$	\$	\$	%
Accounting	\$	\$	\$	S	\$	%
Insurance (Risk/Liability)	S	\$	S	\$	\$	%
Fixed Charges	S	\$	S	\$	\$	
Allocated Costs	\$	\$	\$	\$	S	
Subtotal	\$	S	\$	\$	\$	%
Operations & Maint						
Salaries & Benefits	\$	\$	\$	S	\$	%
Vehicle Costs Laboratory &	\$	\$	\$	\$	\$	%
Pretreatment	\$	\$	\$	\$	\$	%
Waste & Sludge Disposal	S	\$	S	\$	\$	%
Repair & Maintenance	\$	\$	\$	\$	\$	%
Chemicals	\$	S	S	S	s	%
Business Costs	\$	S	\$	S	\$	%
Subtotal	S	\$	S	\$	\$	%
System Replacement Motor & Pump Replacement	S	\$	\$	\$	s	%
Line Replacement	\$	\$	\$	\$	\$	%
Repairs/Upgrades	\$	\$	\$	\$	\$	%
Engineering Design	s	\$	\$	\$	s	%
Inspection Management (SBA,	S	\$	\$	\$	\$	%
Other)	\$	\$	\$	\$	\$	%
Geotechnical Service	\$	\$	\$	\$	\$	%
Surveying Planning &	\$	\$	\$	\$	\$	%
Environmental	\$	\$	\$	\$	\$	%
Subtotal	\$	\$	\$	\$	\$	%
Less Muldraugh Credit	- \$51,038				Г	
Total Annual Price	\$	\$	\$	\$	\$	RECEIVED
Total Monthly Price	\$	s	s	S	s	REVEIVED

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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 <u>effective October 1, 2010</u>. 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.

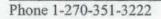
Sincerely,

; Bauc

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.





PUBLIC SERVICE COMMISSION OF KENTUCKY

FAX: 1-270-352-3055

www.HCWD.com

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 Bv 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. Spendard, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, KY. 40601-8204

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 day of sect, 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.

NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires; 10-30-12



Phone 1-270-351-3222

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

IN 7	THE MATTER OF THE APPLICATION OF)	
HAI	RDIN COUNTY WATER DISTRICT No. 1 FOR)	
1.	APPROVAL TO MODIFY)	Filing
	SEWER UTILITY TARIFF SHEET FOR) SINGLE CUSTOMER, SPECIAL CONTRACT RATE)	
)	

Filing No.

2/12/2021

PUBLIC SERVICE

COMMISSION OF KENTUCKY

APPLICATION

- 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.
- The address of the applicant is 1400 Rogersville Road, Radcliff, Kentucky 40160 and has a web site address which is <u>www.HCWD.com.</u>
- 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

- 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 <u>effective October 1, 2010</u>. 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 compromising 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 point only 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

Page 2 of 3

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 <u>October 1, 2010</u>. 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: <u>david.wilson@sbw-law.com</u>

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 22 day of ______ , 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



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

Exhibit	Exhil	bit No.
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



FOR Entire Area Served

P.S.C. Ky. No. ____1

Original Sheet No. 2

Hardin County Water District No. 1

CLASSIFICATION OF SERVICE: GENERAL RULES AND POLICIES

(T) (R)

1. <u>Rates and Charges:</u> 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</u> sewer services as required in the Contract under Section C, Descriptions, Specifications and Work Statement.	\$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)

- 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. <u>Applicable and Executed Contract:</u> 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	r 24, 2010	EFFECTIVE DA	TE: <u>October 1, 2010</u>
	: Bruce	Mr. En Davis Consul Manager	RECEIVED
ISSUED BY: Hardin County Water District N	No. 1, Radcliff, Kentucky	, Mr. Jim Bruce, General Manager	2/12/2021
ISSUED BY ORDER OF TH	E PUBLIC SERVICE COMM	IISSION	PUBLIC SERVICE COMMISSION
IN CASE NO.	DATED		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

Phone 1-270-351-3222

Cf; Kentucky Public Service Commission Mr. David Wilson III, HCWD1 Legal Counsel

Encl.



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,

anie a Bouma

Stephanie A. Bowman Contracting Officer



Updated Ft. Knox Sewer Rate - October, 2010 Revised: July, 2010 Previous revision - July 2008

	84.5%	15.5%				
HCWD1 Mgmt & Admin	Sanitary Sewer	Storm Sewer	Total	Jul 2008	% Chg	12 Mo % Chg
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 4.4%	\$ 181,956	-21.57%	-12.62%
Operations & Maintenance			4.470			
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 61.1%	\$ 1,869,375	5.45%	2.99%
System Replacement						
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%			



District FK Sewer Costs Included in Rate

Revised: July, 2010 Previous revision - July 2008

July	July		
2008	2010	% Chg	Item / Expense
\$ 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
\$ 24,226	\$ 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



		Sanitar	v Sewer		1	Storm	Sewer	
	2010	2011	2012	Total	2010	2011	2012	Tota
Motor and Pump	1				and the second second	A field and a		and and
Lift Station Generator Rebuild	\$12,500			\$12,500				
PTB Grit Pump Replacement	\$17,300			\$17,300				
Septage Receiving Station Mixer Replacement	\$3,000			\$3,000				
Deitz PS Elimnation 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				
Line Replacement and Repairs	- tent the second			Contraction of the	- martine	and the second	A BARRAD DA	
McAdams Field Sewer Rerute	\$28,000	I Contraction of the local sector	T	\$28,000	Contraction of the second		and the second second	1
Matthews PS Force Main Reroute	\$25,000			\$25,000				
Burke Motor Pool Sewer Reroute Design	\$20,000			\$20,000				
CIPP Lateral Lining	and the second designed as a second designed as a second designed as a second designed as a second designed as	\$78.000	875 000					
	\$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	100.000			
Bingo Hall Storm Rehabilitation					\$30,000			\$30,00
Wilson Road RR Culvert Replacement					\$41,500			\$41,50
Brooks Field Storm Rehabilitation					\$25,850			\$25,85
Farmers Motor Pool CB					\$11,400			\$11,40
Godman Airfield Storm Rehabilitation								\$0
Railhead Storm Rehabilitation						\$85,000		\$85,00
Wilson Road Concrete Ditch Replacement					\$50,000			\$50,00
4" TV Inspection Camera Purchase	\$35,000			\$35,000				
Miscellaneous Storm Water Improvements						\$100,000	\$185,000	\$285,00
Line Replacement/Repair Total	\$283,000	\$175,000	\$270,000	\$728,000	\$158,750	\$185,000	\$185,000	\$528,75
WW/TP Repairs/Upgrades	CHANNEL ME	Statistic II		1.4.5.15 0.45	e Merilie North	and the second		Contraction of the
PTB HVAC/Electric Conduit Replacement	\$250,000			\$250,000				-
Oxidation Ditch Evaluation	\$3,000			\$3,000				
Clarifier Coating & Miscellaneous Improvement			\$50,000	\$50,000				1
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	filin in 193			
WWTP Repairs/Upgrades Total	\$376,300	\$256,000	\$150,000	\$782,300				
Total 1, 2 and 3	\$792,100	\$806,000	\$920,000		\$158,750	\$185,000	\$185,000	
Enginnering Design	\$45,000	\$45,000	\$45,000	\$135,000	\$10,000	\$10,000	\$10,000	\$30,00
Inspection	\$15,000	\$15,000	\$15,000	\$45,000	\$3,000	\$3,000	\$3,000	\$9,000
Management	\$45,800	\$45,800	\$45,800	\$137,400	\$6,500	\$6,500	\$6,500	\$19,50
Geotechnical	\$6,500	\$6,500	\$8,500	\$19,500	\$1,500	\$1,500	\$1,500	\$4,500
Surveying	\$4,000	\$4,000	\$4,000	\$12,000	\$1,000	\$1,000	\$1,000	\$3,000
Planning & Environmental	\$32,000	\$32,000	\$32,000	\$96,000	\$5,000	\$5,000	\$5,000	\$15,00
Total System Replacement Program	\$940,400	\$954,300	\$1,065,300	\$2,963,000	\$185,750	\$2 2,000	\$212,000	\$601



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	収合しいが見たらしたというないない	2010 Propose my Breakdov		2010 Lateral	2010 Total Ops	
	Increase	Sanitary	Storm	Total	Lining	& Lateral	
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	S Startin	\$ 68,640	\$ (3,636)	\$ 65,004	
Repairs	\$ 177,556	\$ 152,698	\$ 24,858	\$ 177,556	S -	\$ 177,556	
Chemical	\$ 20,700	\$ 21,972	5	\$ 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	



FOR <u>Entire Area Served</u> P.S.C. Ky. No. 1

Original Sheet No. 2

Hardin County Water District No. 1

CLASSIFICATION OF SERVICE: GENERAL RULES AND POLICIES

(T) (R)

 <u>Rates and Charges:</u> 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, Descriptions, Specifications and Work Statement.	\$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, Descriptions, Specifications and Work Statement.	\$38,040

(T) (R)

- 2. <u>Future Rate Adjustments:</u> 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, 2010	EFFECTIVE DATE: November 1, 2010
ISSUED BY:		General Manager RECEIVED
1	ter District No. 1, Radcliff, Kentucky DER OF THE PUBLIC SERVICE COMMISSION	2/12/2021
IN CASE NO		PUBLIC SERVICE COMMISSION OF KENTUCKY

FOR <u>Entire Area Served</u> P.S.C. Ky. No. <u>1</u>

Original Sheet No. 2

Hardin County Water District No. 1

CLASSIFICATION OF SERVICE: GENERAL RULES AND POLICIES

(T) (R)

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(T) (R)

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- 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 2	4, 2010 EFFECTIV	VE DATE: <u>November 1, 2</u> 010
ISSUED BY:	Blue, Mr. Jim Bruce, General Manager	RECEIVED
	PUBLIC SERVICE COMMISSION	2/12/2021
IN CASE NO	DATED:	PUBLIC SERVICE COMMISSION OF KENTUCKY

AMENDMENT OF SOLICI	TATION/MODII	FICATION OF CONTRACT	Ť.	L CONTRAC		PAGE OF PAGES	
STREND MENTANDALER ATION NO	A EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO.			S PROJEC	NO (fripplicable)	
P00038	29-Sep-2010	SEE SCHEDULE					
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MEC CENTER - FT SNOX REG HORE STE 250 199 STH SAT CRT MACX SY 4023-5750	<u></u>	See Item 6					
NAME AND ADDRESS OF CONTRACTO	R (No., Street, County,	Hate and Zip Code)	1	9A. AMEND	MENT OF S	DIJETTATION NO	
HANDIN COUNTY WATER DISTRICT 1 HANDIN COUNTY WATER DISTRICT 1 HANDIN COUNTY WATER DISTRICT 1 HANDIN COUNTY WATER DISTRICT 1 RADCLIFF KY 40465-9343			9B. DATED (SEE ITEM 11)				
				X 10A, MOD OF CONTRACT ORDER NO. W9124D-05-C-0017			
				10B. DATEI		113)	
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	ORTH IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			h as changes	in paying	
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D. OTHER (Specify type of modification a	ind authority)				• · · · • · · • · · · • · · • • · •		
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DESCRIPTION OF AMENDMENT/MOI Where feasible) Modification Control Number: bow ma OPERATION OF THE WASTE WATER AND	ns 102526			ion/contract si	bject matter		
(continued)							
wept as provided herein, all terms and conditions of t	- states						
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(Signature of person authorized to sign)	_ 9-30-20	(Signature of Contracting O	trice		Las-	COMMISSION	

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W9124D-05-C-0017 P00038 Page 2 of 3

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.



W9124D-05-C-0017 P00038 Page 3 of 3

ITEM NO 0026	SUPPLIES/SERVICES	QUANTITY 100,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$100,000.00
	Replacement of Approxim Cured-in-Place Pipe to Ap Line at Brooks Field		and Application		
	FOB: Destination PURCHASE REQUEST 1	NUMBER: W22P	ES-0272-0021		
				NET AMT	 \$100,000,00

NET AMT

\$100,000.00

\$100,000.00

ACRN AP CIN: W22PES027200210026

ACCOUNTING AND APPROPRIATION DATA

AP: 210202000000B4B4AH13107920A46252G2ETPY1W22PES02720021TPY12E012165 AMOUNT: \$100,000.00 CIN W22PES027200210026: \$100,000.00

> 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

RECEIVED

AMENDMENT OF SOLI	CITATION/MODI	FICATION OF CONTRACT		J	PAGE	OF PAGES
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The above numbered solicitation is anonded as			is extended,		extended	
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or (c) By separate letter or telegram which inclu	des a reference to the solicitation	and amendment numbers. FAILURE OF YOUR A	CENOWLEDGMEN			
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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 I 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

\$116,520.00

\$235,239.00

\$39,816.00

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

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

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

- 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.



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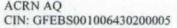
ITEM NO 0027	SUPPLIES/SERVICES	QUANTITY 3	UNIT Months	UNIT PRICE \$230,057.00	AMOUNT \$690,171.00
0027	Waste Water Utility Syste	-	WORKES	\$230,037.00	5070,171.00
	50 Year Contract - Year 7	(1 Jul 11 - 30 Jun	12)		
	Monthly Charge to Provid Section C, Descriptions, S 30 Sep 11				
	3 months (1 Jul 11 - 30 FOB: Destination PURCHASE REQUEST 1				
				NET AMT	\$690,171.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002701	FY11 Funds for Waste Wa	iter			\$0.00
	FFP FOB: Destination PURCHASE REQUEST N	UMBER: 001006	4302		
				NET AMT	\$0.00
	ACRN AQ				\$690,171.00

ACRN AQ CIN: GFEBS001006430200005

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W9124D-05-C-0017 (azzarell111477) Page 4 of 8

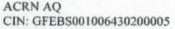
ITEM NO 0028	SUPPLIES/SERVICES	QUANTITY 3	UNIT Months	UNIT PRICE \$38,840.00	AMOUNT \$116,520.00
	Storm Water Utility Syste FFP	m, Ft. Knox, KY			
	50 Year Contract - Year 7	(1 Jul 11 - 30 Jun	12)		
	Monthly Charge to Provid Section C, Descriptions, S 30 Sep 11				
	3 months (1 Jul 11 -	30 Sep 11) @ \$38,	840.00/month		
	FOB: Destination PURCHASE REQUEST 1	UMPER. 00100	4202		
				· · · · · · · · · · · · · · · · · · ·	
				NET AMT	\$116,520.00
ITEM NO 002801	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY11 Funds for Storm Wa FFP	iter			
	FOB: Destination				
	PURCHASE REQUEST 1	NUMBER: 001006	4302		
				NET AMT	\$0.00
	ACRN AQ				\$116,520.00





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ITEM NO 0029	SUPPLIES/SERVICES	QUANTITY 9	UNIT Months	UNIT PRICE \$235,239.00	AMOUNT \$2,117,151.00
	Waste Water Utility Syste FFP	m, Ft. Knox, KY			
	50 Year Contract - Year 7	(1 Jul 11 - 30 Jun	12)		
	Monthly Charge to Provid Section C, Descriptions, S 30 Jun 12				
	9 months (1 Oct 11 - 30 FOB: Destination PURCHASE REQUEST 1				
				NET AMT	\$2,117,151.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
002901	FY11 Funds for Waste Wa	iter		\$0.00	\$0.00
	FFP FOB: Destination				
9	PURCHASE REQUEST N	UMBER: 001006	4302		
				NET AMT	\$0.00
	ACRN AQ	0005			\$235,239.00





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1TEM NO 0030	SUPPLIES/SERVICES	QUANTITY 9	UNIT Months	UNIT PRICE \$39,816.00	AMOUNT \$358,344.00
0050	Storm Water Utility Syste		Monus	357,010.00	00000000000
	FFP 50 Year Contract - Year 7	/ (1 Jul 11 - 30 Jun	12)		
	ov rear contract rear	()		
	Monthly Charge to Provid				
	Section C, Descriptions, S 30 Jun 12	specifications, and	work Stateme	nt for Period 1 Oct 11 -	
	9 months (1 Oct 11 - FOB: Destination	30 Jun 12) @ \$39	,816.00/month		
	PURCHASE REQUEST	NUMBER: 001006	54302		
				NET AMT	\$358,344.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003001	FY11 Funds for Storm Wa	ator			\$0.00
	FFP	ater			
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: 001006	4302		
				NET AMT	\$0.00
	ACENIAO				620 816 00
	ACRN AQ CIN: GFEBS00100643020	00005			\$39,816.00
SECT	ION F - DELIVERIES OR	PERFORMANCE			
bee i	ION - DELIVERIES OR	TERI ORMANCE			
TTI C	11 7 12 12 12 1 1 1				

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



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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: GFEBS001006430200005

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: GFEBS001006430200005

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: GFEBS001006430200005

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



CIN: GFEBS001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$39,816.00

Total: \$39,816.00

Cost Code: A2ABH



PD0040 14.34/2011 SEE CHEMULE CODE VM0740 7.ADMINISTERED DIV (finder than intend) CODE SUED DY CODE VM0740 7.ADMINISTERED DIV (finder than intend) CODE SUED DY See Item 6 See Item 6 See Item 6 MARE AND ADDRESS OF CONTRACTOR. (No., Street, County, Sate and Zip Code) 96. AMENDMENT OF SOLICITATION MARE AND ADDRESS OF CONTRACTOR. (No., Street, County, Sate and Zip Code) 98. DATED (SEE ITEM 11) Mare AND ADDRESS OF CONTRACTOR. (No., Street, County, Sate and Zip Code) 98. DATED (SEE ITEM 11) Mare AND ADDRESS OF CONTRACTOR DATE (SEE ITEM 11) YE ADMINISTERED TO SOLICITATIONS DE 316V9 L1. THISTEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS Dem not showed registry this and standing for the based and scipped in the societation or an address yeal the contract or other based and the societation or an address yeal the contract or other based and the societation or an address yeal the contract or other based and the societation or address yeal the contract or other based and the societation or address yeal the contract or other based and the societation or address yeal the societation or address or other based and the societation or address yeal the societation or addres yeal the socitem or other socitem baddress yeal the societatior	AMENDMENT OF SOLICI	IATION/MODI	FICATION OF CONTRACT		J	1 10
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AMES BRUCE - GEWERAN MANA6SR, HOW) TEL: 502-629-8048 EMAIL: down Revenue CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA Revenue <		and the second se	the second s			or print)
CONTRACT OR/OFFEROR (Signature of person authorized to sign) (Signature of person authorized to sign) (Signature of Contracting Officer) (Signature of Contracting Officer) (Signature of Contracting Officer) STAN DARD FORM 30 (Rev. 10) Prescribed by OSPELIC SER FAR (48 CFR) 53 24 COMMISSI			WALL HALLIDAMAY L			
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Comparative of person authorized to sign) Comparative of contracting officer) Comparative of contracting officer) Comparative of contracting officer) Comparative of contracting officer) ST AN DARD FORM 30 (Rev. 10 Roved BY OIRM 11-84 Prescribed by Stability Stability of Contracting officer) FAR (48 CFR) 53 243 COMMISSI	(Simplure of person authorized to sim)	- 15JULZOII		fines		1 Lucall
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COMMISSI		2	50° I V 3*V4			
					FAR (48 CFR)	
						OF KENTUCKY

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.



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ITEM NO 0031	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0031	FUNDING FOR YEAR 7				
	FFP FOB: Destination				
	PURCHASE REQUEST N	UMBER: 001006	54302-0002		
					\$0.00
				NET AMT	30.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
003101			Dollars, U.S.		\$0.00
	FY 11 FUNDS				М.
	FFP For CLINs 0027 through 0	030			
	FOB: Destination				
	PURCHASE REQUEST N	10MBER: 001006	64302-0002		
				NET AMT	\$0.00
	ACRN AQ				\$1,081,746.00
	CIN: GFEBS00100643020	00005			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032	Condition for Condition Immuno	Decision			\$0.00
	Funding for Capital Impro FFP	vement Projects			
	FOB: Destination		4202 0002		
	PURCHASE REQUEST N	101VIBEK: 001006	04302-0003		

NET AMT

\$0.00



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					Tuge For To
ITEM NO 003201	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
	FY 11 Funding FFP				
	Funding for CLINs 0033 t	hrough 0045			
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: 00100	64302-0003		
	5				- m
				NET AMT	\$0.00
	ACRN AR				\$6,116,000.00
	CIN: GFEBS0010064302	00007			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033		415,000	Dollars, U.S.	\$1.00	\$415,000.00
	Waste Water Treatment P	ant Improvements	3		
	Replace HVAC in the prin	nary treatment bui	lding.		
	Add controls to primary tr FOB: Destination	eatment and disin	fection process	€S.⊲	
	PURCHASE REQUEST 1	UIMPED. 00100	(1200 0002		

NET AMT

\$415,000.00



ITEM NO 0034	SUPPLIES/SERVICES	QUANTITY 100,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$100,000.00
	Brooks Field Phase III Im FFP				
	Rehab/replace 9 manholes main.	in Brooks Field a	irea and approx	. 2,500 LF of sewer	
	FOB: Destination PURCHASE REQUEST 1	NUMBER: 00100	64302-0003		
				NET AMT	 \$100,000.00
				ALT AM	\$100,000.00
ITEM NO 0035	SUPPLIES/SERVICES	QUANTITY 406,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$406,000.00
	Basin 2 Improvements FFP				
	Rehab/replace approx. 3,8 Replace approx. 2,500 LF FOB: Destination				
	PURCHASE REQUEST 1	NUMBER: 00100	64302-0003		
				NET AMT	\$406,000.00
ITEM NO 0036	SUPPLIES/SERVICES	QUANTITY 107,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$107,000.00
	Basin 6 Improvements FFP		0.5.		
	Rehab/replace approx. 1,3	50 LF of sewer m	ain and 8 manh	oles in Basin 6.	
	Reroute approx 400 LF of FOB: Destination PURCHASE REQUEST 1			IcAdams Field area.	
	I SHOILIND REQUEST				



ITEM NO 0037	SUPPLIES/SERVICES	QUANTITY 1,025,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$1,025,000.00
	Basin 7 Improvements		0.01		
	FFP Install approx. 6,000 LF o	f sewer main, 20 1	nanholes and re	etire Dietz lift station.	
	Rehab/replace approx. 8,0	00 I F of sewer m	ain and 40 man	holes in Basin 7	
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: 00100	54302-0003		
					x#####################################
				NET AMT	\$1,025,000.00
ITEM NO 0038	SUPPLIES/SERVICES	QUANTITY 403,000	UNIT Dollars,	UNIT PRICE \$1.00	AMOUNT \$403,000.00
	Basin 8 Improvements		U.S.		
	FFP				
	Rehab/replace approx. 10, FOB: Destination	500 LF of sewer n	nain and 65 ma	nholes in Basin 8.	
	PURCHASE REQUEST 1	NUMBER: 00100	54302-0003		
				NET AMT	\$403,000.00
				NET AMT	\$403,000.00
				NET AMT	\$403,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	NET AMT UNIT PRICE	\$403,000.00 Amount
ITEM NO 0039	SUPPLIES/SERVICES	QUANTITY 675,000	Dollars,		
	Lift Station Improvement	675,000		UNIT PRICE	AMOUNT
	Lift Station Improvement FFP Replace Chaffee lift statio	675,000 Projects n and basin 2 upgr	Dollars, U.S. ades.	UNIT PRICE	AMOUNT
	Lift Station Improvement FFP	675,000 Projects n and basin 2 upgr ft station and forc	Dollars, U.S. ades. e main.	UNIT PRICE	AMOUNT



ITEM NO 0040	SUPPLIES/SERVICES	QUANTITY 1,200,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUN' \$1,200,000.0	
	Van Voorhis Area Improv FFP Replace approx. 15,000 L			nd lift station in		
	VanVoorhis. FOB: Destination PURCHASE REQUEST	NUMBER: 00100	64302-0003			
				_		
				NET AMT	\$1,200,000.0	0
ITEM NO 0041	SUPPLIES/SERVICES	QUANTITY 50,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUN \$50,000.0	
	Lift Station Generators					
	FFP Install a 16 KW generator FOB: Destination			Pinwheel lift station.		
	PURCHASE REQUEST	NUMBER: 00100	04302-0003			

\$50,000.00



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ITEM NO 0042	SUPPLIES/SERVICES	QUANTITY 1,160,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$1,160,000.00
	Basin 2 Storm water Impre	ovements	0.51		
	FFP Rehab/replace approx. 30 12-48 inch dia. Around the			1,800 LF of piping from	
	Replace approx. 300 LF or FOB: Destination			ear Rail head.	E.
	PURCHASE REQUEST N	NUMBER: 001006	54302-0003		
		2.		- NET AMT	\$1,160,000.00
					\$1,100,000,00
ITEM NO 0043	SUPPLIES/SERVICES	QUANTITY 250,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$250,000.00
	Basin 3 Storm water Impro	ovements	0.0.		
	Install approx. 3,000 LF of FOB: Destination	f storm drainage B	asin 3.		
	PURCHASE REQUEST N	JUMBER: 001006	54302-0003		
				- NET AMT	\$250,000.00
					4220,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044		125,000	Dollars, U.S.	\$1.00	\$125,000.00
	Basin 4 Storm water Impr FFP	ovements			
	Replace 40" box culvert ne FOB: Destination	ear Frazier Rd. (un	der RR track).		
	PURCHASE REQUEST N	UMBER: 001006	4302-0003		
				- NET AMT	\$125,000.00
					RECEIVED
					2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

ITEM NO 0045	SUPPLIES/SERVICES	QUANTITY 200,000	UNIT Dollars,	UNIT PRICE \$1.00	AMOU \$200,00			
	U.S. Basin 5 Storm water Improvements							
	FFP							
	Rehab/replace approx. 700 LF of concrete lined ditch.							
	FOB: Destination							
	PURCHASE REQUEST 1	NUMBER: 00100	64302-0003					

\$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 GFEBS00100643020005) was decreased by \$690,171.00 from \$690,171.00 to \$0.00

SUBCLIN 002801:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001006430200005) was decreased by \$116,520.00 from \$116,520.00 to \$0.00

SUBCLIN 002901:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001006430200005) was decreased by \$235,239.00 from \$235,239.00 to \$0.00

SUBCLIN 003001:

AQ: 02120112011202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001006430200005) 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: GFEBS001006430200005

Acctng Data: 02120112011202000001131312542ABH0089 1012.503



2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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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: GFEBS001006430200007

Acctng Data: 02120112011202000001131312542ABH0089 1012.503.F4823

6100.9000021001

Increase: \$6,116,000.00

Total: \$6,116,000.00

Cost Code: A2ABH



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1.CONT	RACT ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITZ	ATION/MODIF	ICATION OF CONTRACT		J	1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	·	5.PROÆCTI	NO.(Ifapplicable)
P00041	29-Sep-2011	SEESCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	· · · · · · · · · · · · · · · · · · ·	CODE	
MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6		L	
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	State and Zip Code)	9A. AME	NDMENT OF SOI	LICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATI	ED (SEE ITEM 11)
			X 10 A. MOI W9124D-	D. OF CONTRAC 05-C-0017	T/ORDER NO.
CODE 316V9	EACH TEV COL		10B. DAT	ED (SEE ITEM)	13)
	FACILITY COE THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI			
The above numbered solicitation is amended as set fort	n in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exten	ded.
Offer must acknowledge receipt of this amendment price (a) By completing items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re	copies of the amendmen ference to the solicitation a	t; (b) By acknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR	ent on each copy o ACKNOWLEDGI	fthe offer submitted; ÆNTTO BE	
RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the	endment you desire to cha	nge an offer already submitted, such change may	be made by telegra		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)				······
	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/ORDERS.		
		T/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.		·			
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	HINITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		such as changes in	paying
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-1 Alt 1, Changes- Fixed Price	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and	authority)				
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the	issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: azzarell112 OPERATION OF THE WASTE WATER AND STO	2407		sitation/contrac	t subject matter	
Except as provided herein, all terms and conditions of the do					r print)
15A. NAME AND TITLE OF SIGNER (Type or JAMES BRUCE - GEWERN		2 16A. NAME AND TITLE OF CO DANNYL HALL/CONTRACTING OFFICER TEL: 502.624.8048	र		EIVED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME BY		2/12	/2021
(Signature of person authorized to sign)	2011	(Signature of Contracting Of	fficer)		-Sep-2011 SERVICE
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04			19390Rev. 10-83

.

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

<u>P00041</u>

- 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.



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ITEM NO 0031	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0051	FUNDING FOR YEAR 7 FFP			<i>40.00</i>	\$0.00
	FOB: Destination PURCHASE REQUEST N	JUMBER: 00100	64302-0002		
			0.002	NET AMT	\$0.00
ITEM NO 003101	SUPPLIES/SERVICES	QUANTITY	UNIT Dollars,	UNIT PRICE	AMOUNT \$0.00
	FY 11 FUNDS		U.S.		
	FFP For CLINs 0027 through 0	030			
	FOB: Destination PURCHASE REQUEST N	UMBER: 00100	64302-0002		t o oo
				NET AMT	\$0.00
	ACRN AQ CIN: GFEBS00100643020	00005			\$3,282,186.00
ITEM NO 0046	SUPPLIES/SERVICES	QUANTITY 8,992.57	UNIT Dollars,	UNIT PRICE \$1.00	AMOUNT \$8,992.57
	Electrical Charge True Up		U.S.		
	FFP				
	FOB: Destination PURCHASE REQUEST N	UMBER: 00100	64302-0003		
				NET AMT	\$8,992.57
	ACRN AQ CIN: GFEBS00100643020	00009			\$8,992.57



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 GFEBS00100643020005) 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: GFEBS001006430200009

Acctng Data: 02120112011202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$8,992.57

Total: \$8,992.57

Cost Code: A2ABH



al second	AMENDMENT OF SOLLCIT			I. CONTRA	CT ID CODE	PAGE OF PAGES		
	AMENDMENT OF SOLICIT.	ATION/MODI	FICATION OF CONTRACT		J	1 2		
	2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	[NO.(Ifapplicable)		
	P00042	30-Sep-2011	SEESCHEDULE					
	6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	, , , , ,	CODE			
	MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
	8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County,	State and Zip Code)	9A. AMENI	MENT OF SC	DLICITATION NO.		
	1400 ROGERSVILLE RD RADCLIFF KY 40160-3343			9B. DATED	(SEE ITEM 1	1)		
				X 10A. MOD. W9124D-05	OF CONTRAC -C-0017	CT/ORDER NO.		
	CODE 316V9	FACILITY CO	DE	10B. DATE X 30-Sep-200	D (SEE ITEM 4	[13)		
	11.		APPLIES TO AMENDMENTS OF SOLI	CITATIONS				
	The above numbered solicitation is amended as set for	h in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exte	ended.		
	Offer must acknowledge receipt of this amendment pri- (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this ar	copies of the amendme ference to the solicitation IE RECEIPT OF OFFERS	nt; (b) By acknowledging receipt of this arrendm and arrendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE	ent on each copy of th ACKNOWLEDGME DMAY RESULT IN	e offer submitted; NTTO BE			
	provided each telegramor letter makes reference to the	solicitation and this amen	dment, and is received prior to the opening hour	and date specified.				
	12. ACCOUNTING AND APPROPRIATION D. See Schedule	ATA (If required)						
	13. THIS IT I	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S'ORDERS.				
$\langle \rangle$	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							
	A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	authority) THE CHANGES SET FORTH	I IN ITEM 14 AR	E MADE IN T	HE		
	B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	HIN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		ch as changes i	in paying		
	X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.243-1 Alt 1, Changes- Fixed Price		URSUANT TO AUTHORITY OF:			<u> </u>		
	D. OTHER (Specify type of modification and	authority)						
	E. IMPORTANT: Contractor X is not,		gn this document and return	copies to the iss				
	14. DESCRIPTION OF AMENDMENT/MODIF. where feasible.) Modification Control Number: azzarell112 OPERATION OF THE WASTE WATER AND STO	2413		citation/contract s	ubject matter			
	Evanue on any vided boosting off to sure and one distance of the d							
	Except as provided herein, all terms and conditions of the d 15A. NAME AND TITLE OF SIGNER (Type or		19A or 10A, as heretofore changed, remains uncha		····	or print)		
	JAMES BRUCE-GENERA			ER ·		FIVED		
}	158. CONTRACTOR/OFFEROR	15C. DATE SIGNE		RICA	16	C. DATE SIGNED		
\sim	James Buc	30-558	BY Ericken A	<u>. Smi</u>	R 2/12	2/2021 80-Sep-2011		
	(Senature of person authorized to sign)		(Signature of Contracting O					
I	EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04	S F F	TANDARD F rescribed by G AR (48 CFR)			

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 0046	SUPPLIES/SERVICES	QUANTITY 8,922.57	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$8,922.57
	Electrical Charge True Up)			
	FFP				
	FOB: Destination				
	PURCHASE REQUEST N	NUMBER: 00100	64302-0003		
				NET AMT	\$8,922.57

ACRN AQ CIN: GFEBS001006430200009

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 GFEBS00100643020009) was decreased by \$70.00 from \$8,992.57 to \$8,922.57



\$8,922.57

ALVEN VERIVERN VERINE VER COLLECTER ALL VER SUPPORT	MODIFICATION OF CONT	RACT	1. CONTRACTID CODE	PAGE OF PAGES
	WIGHT CATION OF COM	MAC I	J	1 4
AMENDMENT/MODIFICATION NO. 3. BFFEC	TVE DATE 4. REQUISITION/PURCHASE RI	Q.NO.	5.PROJE	CTNO.(Ifapplicable)
P00043 28-Ju	ID-2012 SEE SCHEDULE			
ISSUED BY CODE W9124D	7. ADMINISTERED BY (Ifother	han item 6)	CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLIGG 1109B, STE 250 199 FTH AVE FORT KNOX KY 40121-5720	See Iter	n 6		
NAME AND ADDRESS OF CONTRACTOR (No., Stre	et County State and Zin Code)	1 19	A AMENDMENT OF	SOLICITATION NO.
HARDIN COUNTY WATER DISTRICT 1	er, county, scare and zip cous)			
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		5	B. DATED (SEE ITEM	[11]
		H.	AA MOD OF CONTR	ACT/ODDED NO
		X	0A. MOD. OF CONTR. N9124D-05-C-0017	ACT/ORDER NO.
			OB. DATED (SEE ITE	EM 13)
DDE 316V9 FAG	CILITY CODE	X	30-Sep-2004	
11. THIS ITT	EM ONLY APPLIES TO AMENDMENTS	OF SOLICITA	FIONS	
The above numbered solicitation is amended as set forth in Item I 4	. The hour and date specified for receipt of Offer	∏ i	extended, is not e	extended.
Offer must acknowledge receipt of this amendment prior to the hou				
	of the amendment; (b) By acknowledging receipt of t			sd;
or (c) By separate letter or telegram which includes a reference to the RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIP				
REJECTION OF YOUR OFFER. If by virtue of this amendment yo				
provided each telegram or letter makes reference to the solicitation	and this amendment, and is received prior to the op	ming hour and dat	specified.	
2. ACCOUNTING AND APPROPRIATION DATA (If r	equired)			
See Schedule				
13. THISITEM APPL	IES ONLY TO MODIFICATIONS OF CO.	NTRACTS'ORI	ERS.	
IT MODIFIES THE	E CONTRACT/ORDER NO. AS DESCRIB	ED IN ITEM 14	ł	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO CONTRACT ORDER NO. IN ITEM 10A.): (Specify authority) THE CHANGES SET	F FORTH IN FI	EM 14 ARE MADE IN	THE
B. THE ABOVE NUMBERED CONTRACT/ORDER IS	MODIFIED TO REFLECT THE ADMIN	STRATIVE CH	ANGES (such as change	es in paying
office, appropriation date, etc.) SET FORTH IN ITI	Contraction of the local division of the loc		103(B).	
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERE	ED INTO DUDGUANT TO AUTUODITY	OF:		
	DINTOPORSOANT TO AUTHORITT			
D. OTHER (Specify type of modification and authority FAR 52.241-7				
FAR 52.241-7		1 copi	s to the issuing office.	
FAR 52.241-7 . IMPORTANT: Contractor is not, X is re) equired to sign this document and return		es to the issuing office.	27
FAR 52.241-7 . IMPORTANT: Contractor is not, X is re- 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzare#121442) equired to sign this document and return (Organized by UCF section headings, incl			at a state of the
FAR 52.241-7 . IMPORTANT: Contractor is not, X is re- 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzare#121442) equired to sign this document and return (Organized by UCF section headings, incl			25
FAR 52.241-7 . IMPORTANT: Contractor is not, x is re 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzare#121442 OPERA TION OF THE WASTEWA TER AND STORM WAT STORM WASTEWA TER AND STORM WAT) equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY.	nding solicitatio	n/contract subject matte	22
FAR 52.241-7 . IMPORTANT: Contractor is not, x is re 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzare#121442 OPERA TION OF THE WASTEWA TER AND STORM WAT STORM WASTEWA TER AND STORM WAT	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. renoed in Item 9A or 10A, as heretofore changed, ren 16A. NAME AND TITI	nting solicitatio	n/contract subject matte	
FAR 52.241-7 IMPORTANT: Contractor is not, is re 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERATION OF THE WASTEWA TER AND STORM WAT OPERATION OF THE WASTEWA TER AND STORM WAT Second as provided herein, all tarms and conditions of the document refer 54. NAME AND TITLE OF SIGNER (Type or print)	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. THE UTILITY SYSTEMS, FORT KNOX, KY. 16A. NAME AND TITI JAMES R. ME	nains unchanged as LE OF CONTR.	n/contract subject matte	pe or print)
FAR 52.241-7 . IMPORTANT: Contractor is not, x is re 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERA TION OF THE WASTEWA TER AND STORM WAT xcept as provided herein, all terms and conditions of the document refer 5A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRVUE - GENERM MA	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. HER UTILITY SYSTEMS, FORT KNOX, KY. If A. NAME AND TITI JAMES R. ME TH: 502-624-8438	nains unchanged an LE OF CONTR. EKS	n/contract subject matter td in full force and effect ACTING OFFICER (Typ EMAIL: rodney	pe or print)
FAR 52.241-7 . IMPORTANT: Contractor is not, x is red. 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERA TION OF THE WASTEWA TER AND STORM WAT State provided herein, all terms and conditions of the document reference SA. NAME AND TITLE OF SIGNER (Type or print) JAMES BRUE - GENERM MA SB. CONTRACTOR/OFERROR 15C. D.	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. ER UTILITY SYSTEMS, FORT KNOX, KY. IGA. NAME AND TITI JAMES R. ME TE: 502-624-8438 ATE SIGNED 16B. UNITED STATES	nains unchanged an LE OF CONTRA EKS	n/contract subject matte	pe or print) 1eu arm 1 16C. DATE SIGNED
FAR 52.241-7 . IMPORTANT: Contractor is not, x is red. 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERA TION OF THE WASTEWA TER AND STORM WAT Scopt as provided herein, all tarms and conditions of the document refe 5A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRVE - GENERM MA 5B. CONTRACTOR/OFFERROR 15C. D. MANDALLANC 29	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. ER UTILITY SYSTEMS, FORT KNOX, KY. If UTILITY SYSTEMS, FORT KNOX, KY.	mins unchanged an LE OF CONTR. EKS OF AMERICA R	n/contract subject matter td in full force and effect ACTING OFFICER (Typ EMAIL: rodney	pe or print)
FAR 52.241-7 . IMPORT ANT: Contractor is not, x is red. 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERA TION OF THE WASTEWA TER AND STORM WAT Scopt as provided herein, all terms and conditions of the document reference 5A. NAME AND TITLE OF SIGNER (Type or print) JAMES BRVE - GENERM MA 5B. CONTRACTOR/OFENROR (Senature of person authorized to sign)	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. ER UTILITY SYSTEMS, FORT KNOX, KY. ITILITY S	mins unchanged an LE OF CONTR. EKS OF AMERICA R	n/contract subject matte	pe or print) 101 arm $\sqrt{11}$ 16C. DATE SIGNED $\frac{2}{12}/\frac{12}{20}$
FAR 52.241-7 . IMPORTANT: Contractor is not, x is red. 4. DESCRIPTION OF AMENDMENT/MODIFICATION where feasible.) Modification Control Number: azzarel/121442 OPERA TION OF THE WASTEWA TER AND STORM WAT SA. NAME AND TITLE OF SIGNER (Type or print) JAMES BRVE - GENERM MA SB. CONTRACTOR/OFFERROR 15C. D. SMALL ALL	equired to sign this document and return (Organized by UCF section headings, incl ER UTILITY SYSTEMS, FORT KNOX, KY. ER UTILITY SYSTEMS, FORT KNOX, KY. If UTILITY SYSTEMS, FORT KNOX, KY.	mins unchanged an LE OF CONTR. EKS OF AMERICA R. M.	n/contract subject matter ad in full force and office ACT ING OFF ICER (Type EMAIL: rodney, net ks ST ANDARD	pe or print) 1eu arm 1 16C. DATE SIGNED

THE FOLLOWING ITEMS ARE APPLICABLE TO THIS MODIFICATION:

P00043

00480

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		
)1	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.



W9124D-05-C-0017 (azzarell121442) Page 3 of 4

OF KENTUCKY

ITEM NO 0047	SUPPLIES/SERVICES QUANT	TTY UNIT Months	UNIT PRICE \$236,529.37	AMOUNT \$2,838,352.44	
0047	Waste Water Utility System, Ft. Kno	CAN STRATE CONTRACTOR	\$2503525.57		
	50 Year Contract- Year 8 (1 Jul 12-3	30 Jun 13)			
	Monthly Charge to Provide Waste W Section C, Descriptions, Specificatio 30 Jun 13 FOB: Destination	ater Utility Service in ns, and Work Stateme	Accordance with ant for Period 1 Jul 12-		
	PURCHASE REQUEST NUMBER	0010190935	NET AMT	\$2,838,352.44	
ITEM NO 004701	SUPPLIES/SERVICES QUANT	TTY UNIT	UNIT PRICE	AMOUNT \$0.00	
	FY12 Funds for Waste Water FFP FOB: Destination				
	PURCHASE REQUEST NUMBER	0010190935	NET ANT	\$0.00	
			NET AMT	\$0.00	
	ACRN AS CIN: GFEBS001019093500001			\$473,058.74	
ITEM NO	SUPPLIES/SERVICES QUANT		UNIT PRICE	AMOUNT	
0048	12 Storm Water Utility System, Ft. Kno FFP		\$39,816.00	\$477,792.00	
	50 Year Contract0 Year 8 (1 Jul 12-	30 Jun 13)			
	Monthly Charge to Provide Storm W Section C, Descriptions, Specificatio 30 Sep 13				
	FOB: Destination PURCHASE REQUEST NUMBER:	0010190935			
			NET AMT	\$477,792.00	
ITEM NO 004801	SUPPLIES/SERVICES QUANT	ITY UNIT	UNIT PRICE	AMOUNT \$0.00	
	FY12 Funds for Storm Water FFP				
	FOB: Destination PURCHASE REQUEST NUMBER:	0010190935			
			NET AMT	\$0.00	
	ACRN AS CIN: GFEBS001019093500002			\$79,632.00	
				RECEIVED)
				2/12/2021	
				PUBLIC SERVICE	
				COMMISSION	

W9124D-05-C-0017 (azzarell121442) Page 4 of 4

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: GFEBS001019093500001

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: GFEBS001019093500002

Acctng Data: 02120122012202000001131312542ABH0089 1012.503

Increase: \$79,632.00

Total: \$79,632.00

Cost Code: A2ABH

6100.9000021001



AMENDMENT OF SOLI	CITATION/MODI	FICATION OF CONTRACT	1. CONTRACT ID CODE		PAGE OF PAGES	
. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJEC	TNO.(Ifapplicable)
	09-Jul-2012		-		ODF 1	
ISSUED BY CON MISSION AND INSTALLATION CONTRACTING CME MICC FORT KNOX BLDG 1108B, STE 250 199 6TH AVE FORT KNOX KY 40121-5720	THE IS IS	7. ADMINISTERED BY (lfother than item 6) See Item 6		U	ODE	
NAME AND ADDRESS OF CONTRAC HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	TOR (No., Street, County,	State and Zip Code)		9B. DATED (SEE ITEM	
				W9124D-05-0		ACT/ORDER NO.
ODE 316V9	FACILITY CO	DE	1	30-Sep-2004		
		APPLIES TO AMENDMENTS OF SOLI		and the second se		
RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER. If by virtue o provided each telegram or letter makes reference	ides a reference to the solicitation FOR THE RECEIPT OF OFFERS fithis amendment you desire to che e to the solicitation and this amen	ent; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A B PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may adment, and is received prior to the opening hour a	ACKN D MA be mad	IOWLEDGMEN Y RESULT IN le by telegramor	T TO BE	l;
2. ACCOUNTING AND APPROPRIATIO	ON DATA (If required)					
		TO MODIFICATIONS OF CONTRACT: CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED I CONTRACT ORDER NO. IN ITEM	PURSUANT TO: (Specify 10A.	authority) THE CHANGES SET FORTH	IN I	TEM 14 ARE		
	FORTH IN ITEM 14, PUI	RSUANT TO THE AUTHORITY OF FA			n as changes	s in paying
D. OTHER (Specify type of modification DFARS 252.232-7007, LIMITATION OF	on and authority)		-			
IMPORTANT: Contractor X is no		gn this document and return	cop	ies to the issui	ng office.	
4. DESCRIPTION OF AMENDMENT/M where feasible.) Modification Control Number: azza OPERATION OF THE WASTE WATER AN	rell121481		citatio	on/contract su	bject matter	
	of the document referenced in Iter	n9A or 10A, as heretofore changed, remains uncha			nd effect.	
xcept as provided herein, all terms and conditions 5A. NAME AND TITLE OF SIGNER (T 5B. CONTRACTOR/OFFEROR	and the second state of th	1	RICA		2/1	SARMY.MIL EG2021 SIGNE
5A. NAME AND TITLE OF SIGNER (T	ype or print) 15C. DATE SIGN	JAMES R. MEEKS / CONTRACTING OFFICE TEL: 502-624-8438	RICA	m	2/1	SARMY.MIL 202027 SIGNE 09-Jul-2012 C SERVICE

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 SUBCLIN 004801 \$236,529.37 \$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.



W9124D-05-C-0017 P00044 Page 3 of 3

AMOUNT \$0.00	UNIT PRICE	UNIT	QUANTITY	SUPPLIES/SERVICES	ITEM NO 004701
			ater	FY12 Funds for Waste Wa	
				FFP	
				FOB: Destination	
		0935-0003	NUMBER: 001019	PURCHASE REQUEST N	
\$0.00	NET AMT				
\$709,588.11				ACRN AS	
			00001	CIN: GFEBS00101909350	
AMOUNT	UNIT PRICE	UNIT	QUANTITY	SUPPLIES/SERVICES	TEM NO
\$0.00				EV10 Euroda for Stores We	004801
			uer	FY12 Funds for Storm Wa FFP	
				FOB: Destination	
		00935-0003	UMBER: 001019	PURCHASE REQUEST N	
\$0.00	NET AMT				

\$119,448.00

ACRN AS CIN: GFEBS001019093500002

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 GFEBS001019093500001) was increased by \$236,529.37 from \$473,058.74 to \$709,588.11

SUBCLIN 004801:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001019093500002) was increased by \$39,816.00 from \$79,632.00 to \$119,448.00



AMENDMENT OF SOLIO	CITATION/MODII	TCATION	OF CONTRACT	I. CONTR.	ACT ID CODE J	PAGE OF PAGES
AMENDMENT/MODIFICATION NO. P00045	3. EFFECTIVE DATE 15-Aug-2012	4. REQUISTION	PURCHASE REQ, NO.			INO (Ifapplicable)
SSUED BY COI	DE W9124D	7. ADMINISTER	ED BY (Ifother than item 6)		CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX 8LDG 11098 STE 250 199 6TH ANE FORT KNOX KY 40121-5720)		See Item 6			
NAME AND ADDRESS OF CONTRACT HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSMILE RD RADCUFF KY 40160-9343	TOR (No., Street, County,	State and Zip Co	ode)		DMENT OF S	DLICITATION NO.
						CT/ORDER NO.
				X 30-Sep-200	D (SEE ITEN	[13]
DDE 316V9	FACILITY CO		IENDMENTS OF SOLU	here we have a second sec		and a state of the
The above numbered solicitation is amended as			man contractory and a second	is extended.	is not ext	anded
or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED I REJECTION OF YOUR OFFER. Ifby virtue of provided each telegramor letter makes reference ACCOUNTING AND APPROPRIATIO	FOR THE RECEIPTOF OFFERS fiths amendment you desire to cha to the solicitation and this amen	PRIOR TO THE H inge an offer already	OUR AND DATE SPECIFIE submitted, such change may	D MAY RESULT IN be made by telegram		
See Schedule						
13. TH	IS ITEM APPLIES ONLY	O MODIFICA	IONS OF CONTRACT	SORDERS.		
and a second data was and a second	MODIFIES THE CONTRA		a second s	and the state of t		
A. THIS CHANGE ORDER IS ISSUED P CONTRACT ORDER NO. IN ITEM B. THE ABOVE NUMBERED CONTRA	10A.					
office, appropriation date, etc.) SET	FORTH IN ITEM 14, PUR	SUANT TO TH	E AUTHORITY OF FA			
C. THIS SUPPLEMENTAL AGREEME	NT IS ENTERED INTO PU	JRSUANT TO /	AUTHORITY OF:			
D. OTHER (Specify type of modification PARAGRAPH C.11 "UPGRADES AND F		MENTS"				
IMPORTANT: Contractor is no	ot, X is required to sig	n this document	and return 1	copies to the iss	uing office.	
E DESCRIPTION OF AMENDMENT/Mo where feasible.) Modification Control Number: azzar OPERATION OF THE WASTE WATER AN	rell121725			itation/contract	subject matter	
A. NAME AND TITLE OF SIGNER (Ty AMES BRUCE GEWS) B. CONTRACTOR OFFEROR Gigngrure of person authorized to sign	RM MANAGEA	TEL: 502 D 16B. UNIC	offire changed, remains uncha MF AND TITLE OF CO P. PRICKETT -624-8413 PED STATESOF AME nature of contracting Of	EMAIL POR	FF CER (Type	or print) S.a
CSIGNATION TO SF 30		30-105-04	incure of contracting Of		TANDAR	BLICSERVICE
PPROVED BY OIRM 11-84		30-103-04			Prescribed by	ØMMISSION ■ KENTUCKY

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 0049	SUPPLIES/SERVICES	QUANTITY 21,315.60	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$21,315.60
	Wilson Range Gravity Ma FFP	ain Project Year 1			
	Amortized over a 10 year contract. 120 fixed month Year 1 total= \$21,315.60. FOB: Destination PURCHASE REQUEST 1	ly payments @ \$1	,776.30/month=		
	Tokennos kaşobarı	NOMBER. OUTUT	70755-0005	NET AMT	\$21,315.60
	ACRN AT CIN: GFEBS0010190935	00005			\$21,315.60
					RECEIVED
					2/12/2021
			×.		PUBLIC SERVICE COMMISSION OF KENTLICKY

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: GFEBS001019093500005

Acctng Data: 02120122012202000001131322542ABH0089 2012.12.0034

6100.9000021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH



AMENDMENT OF SOLIO	CITATION/MODI	N/MODIFICATION OF CONTRACT			ID CODE	PAGE OF PAGE
				J	r	1 6
AMENDMENT/MODIFICATION NO. P00046	3. EFFECTIVE DATE 04-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO (Ifapplicable)
ISSUED BY COI	DE W9124D	7. ADMINISTERED BY (Ifother than item 6)		CO	DE	
MISSION AND INSTALLATION CONTRACTING GMD MICC FORT KNOX BLDG 11098 STE 250 199 GTH AVE FORT KNOX KY 40121-5720		See Item 6			1943 1 mm	
NAME AND ADDRESS OF CONTRAC	FOR (No., Street, County,	State and Zip Code)		9A. AMENDM	ENT OF SO	LICITATION NO
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCUPF KY 40160 9343				9B. DATED (S	EE ITEM 1	1)
ж			x	10A. MOD. OF W9124D-05-C	CONTRAC	T/ORDER NO.
				10B. DATED	(SEE ITEM	13)
ODE 316V9	FACILITY CO		<u> </u>	30-Sep-2004		
	11. THIS ITEM ONLY.	APPLIES TO AMENDMENTS OF SOLI	CIT	ATIONS		
RECEIVED AT THE PLACE DESIGNATED I REJECTION OF YOUR OFFER. Ifby virtue o provided each telegramor letter makes reference	FOR THE RECEIPT OF OFFERS fthis amendment you desire to ch to the solicitation and this amen	and amendment numbers. FAILURE OF YOUR SPRIOR TO THE HOUR AND DATE SPECIFIE tange an offer already submitted, such change mey adment, and is received prior to the opening hour	D MA be ma	VY RESULT IN ide by telegramor le		
 ACCOUNTING AND APPROPRIATION See Schedule 	ON DATA (If required)					
13. TH		TO MODIFICATIONS OF CONTRACT			- FAM - IT F. (1)	
The second se		CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH				
CONTRACT ORDER NO. IN ITEM	10A. ACT/ORDER IS MODIFIEI	D TO REFLECT THE ADMINISTRATI	VE C	HANGES (such		
C. THIS SUPPLEMENTAL AGREEME	a feet and the second	RSUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:	.R 43	3,103(B).		An
D. OTHER (Specify type of modificatio PARAGRAPH C.11 "UPGRADES AND F		-M-NTS"	-			
IMPORTANT: Contractor is no		gn this document and return 1	cor	oies to the issuin	g office.	
4. DESCRIPTION OF AMENDMENT/Me where feasible.) Modification Control Number: azza WASTE WATER AND STORM WATER U	rell121977		sitati	ion/contract subj	ect matter	
scept as provided herein, all terms and conditions o	of the document referenced in Iten	n9A or 10A, as heretofore changed, remains uncha	nged	and in fall force m	i ellect.	
5A. NAME AND TITLE OF SIGNER (Ty	A CONTRACTOR AND AND A CONTRACTOR AND AND A CONTRACTOR AND AND A CONTRACTOR AND A CONTRACTOR AND AND AND AND A CONTRACTOR AND AND A CONTRACTOR AND	16A. NAME AND TITLE OF CO RODNEY P. PRICKETT	INT	RACTING OFFI	CER (Type	or print)
JAMES BRULE - GENS	rm manuffer	TEL: 502-624-8413		EMAIL rod. pr	rickettee	s.army.mil
B CONTRACTOR/OFFEROR	15C. DATE SIGNE 07-56-20	11/10	BIC/	too	2/	12/2021 10 SEP 12
(Signature of person authorized to sign		(Signature of Contracting Of	ficer			IC SERVICE
XCEPTION TO SF 30		30-105-04		ST /		MMISSION
PPROVED BY OIRM 11-84				Pre	scribed or G R (48 CFR) :	ENTLICKY

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.



W9124D-05-C-0017 (azzarell121977) Page 3 of 6

ITEM NO	SUPPLIES/SERVICES QUANTITY U	NIT UNIT PRICE	AMOUNT
004701	FY12 Funds for Waste Water FFP		\$0.00
	FOB: Destination PURCHASE REQUEST NUMBER: 0010190935	-0007	
	Tokennon keçeler hombela öörörröre	NET AMT	\$0.00
	ACRN AS CIN: GFEBS001019093500001		\$946,117.48
ITEM NO 004801		NIT UNIT PRICE	AMOUNT \$0.00
	FY12 Funds for Storm Water FFP		
	FOB: Destination PURCHASE REQUEST NUMBER: 0010190935		50 00
	ACRN AS	NET AMT	\$0.00 \$159,264.00
	CIN: GFEBS001019093500002		\$157,204.00
ITEM NO		NIT UNIT PRICE	AMOUNT
0050	ι	llars, I.S.	\$0.00
	Funding for Capital Improvement Projects FFP		
	Funding for CLINs 0051 through 0058 FOB: Destination PURCHASE REQUEST NUMBER: 0010190935	.0007	
	TORCHASE REQUEST NOMBER. 0010170755	NET AMT	\$0.00
	ACRN AS CIN: GFEBS001019093500008		\$1,275,000.00
ITEM NO	SUPPLIES/SERVICES QUANTITY U	NIT UNIT PRICE	AMOUNT
0051	ι	llars, \$1.00 .S.	\$100,000.00
	RAS Pump and Piping Replacement FFP		
	for the Waste Water Treatment Plant FOB: Destination	0007	
	PURCHASE REQUEST NUMBER: 0010190935	NET AMT	\$100,000.00

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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					I age 4 of 0
ITEM NO 0052	SUPPLIES/SERVICES	QUANTITY 20,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$20,000.00
	Replace Polyblend Units		130.2012.1		
	FFP for the Waste Water Treat FOB: Destination	ment Plant			
	PURCHASE REQUEST 1	NUMBER: 00101	90935-0007		
				NET AMT	\$20,000.00
ITEM NO 0053	SUPPLIES/SERVICES	QUANTITY 50,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$50,000.00
	Garage Door Replacemen	ts			
	FFP for the Waste Water Treat FOB: Destination	ment Plant			
	PURCHASE REQUEST 1	NUMBER: 00101	90935-0007		
				NET AMT	\$50,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0054		600,000	Dollars,	\$1.00	\$600,000.00
	Rehab/Replace Manholes	and Main Lines	U.S.		
	FFP				
	in Basins 1,4,5,6 and 9 FOB: Destination				
	PURCHASE REQUEST N	NUMBER: 001019	90935-0007	NET AMT	\$600,000.00
				NET AMT	3000,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0055		150,000	Dollars, U.S.	\$1.00	\$150,000.00
	CIPP Lining for Collection	n System	0.0.		
	FFP 7,200 ft of Laterals				
	FOB: Destination	UNADED ANIAN	00025 0007		
	PURCHASE REQUEST N	NUMBER: 001019	90935-0007	NET AMT	\$150,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0056		15,000	Dollars, U.S.	\$1.00	\$15,000.00
	Pritchard Place Lift Station FFP	n Improvement			
	FOB: Destination				
	PURCHASE REQUEST N	UMBER: 001019	0935-0007	NET AMT	
				iver ditt	RECEIVED
					2/12/2021
					_, / _ / _ 0 _ /

PUBLIC SERVICE COMMISSION OF KENTUCKY

					Page 5 of 6
ITEM NO 0057	SUPPLIES/SERVICES	QUANTITY 305,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$305,000.00
	Storm Water System Impr	ovements			
	FFP to include replacing heady basins in the Fort Knox se FOB: Destination PURCHASE REQUEST 1	rvice area.		ing in each of the 10	
	· · · · · · · · · · · · · · · · · · ·			NET AMT	\$305,000.00
ITEM NO 0058	SUPPLIES/SERVICES	QUANTITY 35,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$35,000.00
	Roof Replacements FFP for buildings 7206, 7211 a FOB: Destination	and 7212			
				NET AMT	\$35,000.00



W9124D-05-C-0017 (azzarell121977)

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 GFEBS001019093500001) was increased by \$236,529.37 from \$709,588.11 to \$946,117.48

SUBCLIN 004801:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001019093500002) 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: GFEBS001019093500008

Acctng Data: 02120122012202000001131312542ABH0089 1012.503

6100.9000021001

Increase: \$1,275,000.00

Total: \$1,275,000.00

Cost Code: A2ABH



AMENDMENT OF SOLICITA	TIONMODIE	Ι Λ ΤΙΟΝ ΟΕ CONTRACT	1	1. CONTRACT ID CODE		PAGE O	F PAGES
AWENDWENT OF SOLICITA		ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	IO.(Ifapplic	able)
P00047	10-Sep-2012	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MISSION AND INSTALLATION CONTRACTING CMD							
MICC FORT KNOX BLDG 1109B STE 250		See Item 6					
199 6TH AVE							
FORT KNOX KY 40121-5720							
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	No., Street, County, S	State and Zip Code)		9A. AMENDMI	ENT OF SOL	JCITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (S	EE ITEM 11)	
			\vdash				
			Х	10A. MOD. OF W9124D-05-C-	CONTRACI 0017	/ORDER	NO.
				10B. DATED (SEE ITEM 1	3)	
CODE 316V9	FACILIT Y COD	E	Х	30-Sep-2004			
11. '	THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI		ATIONS			
The above numbered solicitation is amended as set forth	in Item 14. The hour and o	late specified for receipt of Offer	j j	is extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio							
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A					
RECEIVED AT THE PLACE DESIGNATED FOR TH							
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s					ter,		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)			•			
See Schedule							
13. THIS ITE	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/OR	DERS.			
		T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN I	TEM 14 ARE M	IADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and a DFARS 252.232-7007 LIMITATION OF THE G		GATION					
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	cop	ies to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFI	 CATION (Organized	by UCE section headings including solid	itati	on/contract subi	ect matter		
where feasible.) Modification Control Number: azzarell122 WASTEWATER AND STORM WATER UTILITY	027						
					. (
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or		A or 10A, as heretolore changed, remains uncha 16A. NAME AND TITLE OF CO RODNEY P. PRICKETT / CONTRACTING O	NTT	ACTING OF FD	THR TROM	r pr h	
	r,	RODNEY P. PRICKETT / CONTRACTING O	FFICE	R	EU	ΞïV	EU
	1	TEL: 502.624.8413		EMAIL: rod.p	-		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI				2/180	2/2021	JGNED
				whe	PUBLIC	SER 01	2F
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer				N
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	30-105-04		ST A	NDARD FO	KM 30 TR	ev. 10-83)
· · · · · · · · · · · · · · · · · · ·					(48 CFR) 5		

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 0047	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$236,529.37	AMOUNT \$2,838,352.44
	Waste Water Utility Syste FFP	m, Ft. Knox, KY			. , ,
	50 Year Contract- Year 8	(1 Jul 12- 30 Jun 1	3)		
	Monthly Charge to Provid Section C, Descriptions, S 30 Jun 13 FOB: Destination	pecifications, and	Work Statemer		
	PURCHASE REQUEST	NUMBER: 001019	0935	NET AMT	\$2,838,352.44
ITEM NO 004701	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY12 Funds for Waste W	ater			
	FOB: Destination PURCHASE REQUEST	NUMBER: 001019	00935-0008		
				NET AMT	\$0.00
	ACRN AS CIN: GFEBS0010190935	00001			\$2,838,352.44



ITEM NO 0048	SUPPLIES/SERVICES Storm Water Utility Syster FFP 50 Year Contract0 Year 8		UNIT Months 3)	UNIT PRICE \$39,816.00	AMOUNT \$477,792.00
	Monthly Charge to Provid Section C, Descriptions, S 30 Sep 13 FOB: Destination PURCHASE REQUEST N	pecifications, and	Work Statement		
			0,00	NET AMT	\$477,792.00
ITEM NO 004801	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY12 Funds for Storm Wa	ater			1
	FOB: Destination				
	PURCHASE REQUEST N	NUMBER: 001019	0935-0008	NET AMT	\$0.00
				NET AMT	\$0.00
	ACRN AS CIN: GFEBS0010190935	00002			\$477,792.00

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$2,210,762.96 from \$34,635,077.12 to \$36,845,840.08.

SUBCLIN 004701:

AS: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 A2ABH (CIN GFEBS001019093500001) 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 GFEBS001019093500002) was increased by \$318,528.00 from \$159,264.00 to \$477,792.00



	VIJIN I I		FICATION OF CONTRACT		J	1	1 9
AMENDMENT/MODIFICATION NO. P00048		3. EFFECTIVE DATE 26-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE			5. PROJECT	NO (Ifapplicable)
ISSUED BY	CODE	W9124D	7, ADMINISTERED BY (If other than item 6)		CO	DE	
MISSION AND INSTALLATION CONTRACTI MICC FORT KNOX BLDG 11098 STE 2% 1996TH AVE FORT KNOX KY 40121-5720	NG CMD	Longer Control	See Item 6			V	
NAME AND ADDRESS OF CON	TRACTOR	(No., Street, County,	State and Zip Code)		9A. AMENDA	IENT OF SC	LICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40180-9343					9B. DATED (S	EE ITEM 1	1)
				X	10A. MOD. OI W9124D-05-C	CONTRAC -0017	T/ORDER NO.
					10B. DATED	(SEE ITEM	13)
ODE 316V9		FACILITY CO			30-Sep-2004		
The above numbered solicitation is ame			APPLIES TO AMENDMENTS OF SOLI		is extended,	is not exte	
	eference to th	e solicitation and this aner	ange an offer already submitted, such change may dment, and is received prior to the opening hour			siter,	
See Schedule	Ŧ					molecul	
1			TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISS			authority) THE CHANGES SET FORTE		pinter and a second	MADE IN T	HE
CONTRACT ORDER NO. IN	ITEM 10A	*					
B. THE ABOVE NUMBERED CO	ONTRACT/	ORDER IS MODIFIEI	D TO REFLECT THE ADMINISTRATI	VE (CHANGES (such	as changes	n paying
		and the second	SUANT TO THE AUTHORITY OF FA	AR 4.	3.103(B).		and the second
C. THIS SUPPLEMENTAL AGR	CEMIMNE	IS ENTERED INTO P	URSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modi FAR 52.241-7	fication an	d authority)					
IMPORTANT: Contractor	is not,	X is required to si	gn this document and return 1	co	pies to the issuir	ig office.	
4. DESCRIPTION OF AMENDME where feasible.) Modification Control Number OPERATION OF THE WASTE WAT	azzareli1:	31077	d by UCF section headings, including soli	citat	ion/contract sub	ject matter	
			A.				
want as movided busin all terms and some	ditions of the	document referenced in the	19A or 10A, as heretofore changed, remains unch		and in full formum	t all as	
5A, NAME AND TITLE OF SIGN	the second s		16A. NAME AND TITLE OF CO RODNEY P. PRICKET				or print)
Jomes BRUCE, GE	5		RODNEY P. PRICKET TEL: 502-624-8413	T	EMAIL rod p	ickerter	
5B_CONTRACTOR/OFFEROR		15C. DATE SIGNE	D 16B ONITED SPATIS OF ADD	Rie	A V.	416	MATES GNED
and See	ar	- 26-JUNE2	of Bytes len	U	an		27 JUN 13 2/12/2021
(Signature of person authorized XCEPTION TO SF 30	to sign)		(Signature of Contracting O	ffice	1	In the second	
APPROVED BY OIRM 11-84			30-105-04		ST	ANDARD F scribed	ORM 30 (Rev. 10-8) BLIC SERVIC
							OMMISSION
							F KENTUCKY

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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	FY13 Funds for Waste Water	\$943,836.24				
0060	Monthly Charge to Provide Storm Water Utility System Servic Descriptions, Specifications, and Work Statement for Period 1					

	12 months (1 Jul 13- 30 Jun 14) @ \$39,816.00/ month	\$477,792.00
006001	FY13 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 41,22,22.6.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0059 is added as follows:

ITEM NO 0059	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$235,959.06	AMOUNT \$2,831,508.72
	Waste Water Utility Syste	2.000 C			45,001,000172
	50 Year Contract- Year 9	(1 Jul 13- 30 Jun 1	4)		
	Monthly Charge to Provid Section C, Descriptions, S 30 Jun 14 FOB: Destination				
				NET AMT	\$2,831,508.72
5	SUBCLIN 005901 is added	as follows:			
ITEM NO 005901	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY13 Funds for Waste Wa FFP	ater			
	FOB: Destination PURCHASE REQUEST 1	NUMBER: 001034	19402		
				NET AMT	\$0.00
	ACRN AU				\$943,836.24

ACRN AU CIN: GFEBS001034940200001

CLIN 0060 is added as follows:



ITEM NO 0060	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$39,816.00		AMOUNT \$477,792.00
	Storm Water Utility Syste	A STATE OF A	monulo	\$5,,010.00		
	50 Year Contract- Year 9	(1 Jul 13- 30 Jun 1	4)			
	Monthly Charge to Provid with Section C, Descriptio 13- 30 Jun 14 FOB: Destination					
				NET AMT		\$477,792.00
				4		
3	SUBCLIN 006001 is added	as follows:	Ţ.			
ITEM NO 006001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT \$0.00
	FY13 Funds for Storm W FFP	ater				
	FOB: Destination PURCHASE REQUEST	NUMBER: 001034	49402			
					. 	
	5			NET AMT		\$0.00
	ACRN AU					\$159,264.00

ACRN AU CIN: GFEBS001034940200002

CLIN 0061 is added as follows:



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ITEM NO 0061	SUPPLIES/SERVICES	QUANTITY 21,315.60	UNIT Dollars, U.S.	UNIT PRICE \$1.00		AMOUNT \$21,315.60
	Wilson Range Gravity Ma	ain Project Year 2	0.0.			
	FFP Amortized over a 10 year				e	
	contract. 120 fixed month Year 2 total= \$21,315.60	ly payments @ \$1	,776.30/month=	= \$213,156.42		
	FOB: Destination		40402			
	PURCHASE REQUEST	NUMBER: 00103	49402			
				NET AMT		\$21,315.60
	ACRN AV					
	CIN: GFEBS00103494020	00003				\$21,315.60
	CLIN 0062 is added as follo	ws:		14		
ITEM NO 0062	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00		AMOUNT \$0.00
	Funding for Capital Impro FFP	ovement Projects				
	For CLINS 0063 through FOB: Destination	0067				
	PURCHASE REQUEST N	NUMBER: 001034	19402-0001			
				NET AMT		\$0.00
	ACRN AW CIN: GFEBS00103494020	00004				\$600,000.00

CLIN 0063 is added as follows:



W9124D-05-C-0017 (azzarell131077) Page 6 of 9

ITEM NO 0063	SUPPLIES/SERVICES	QUANTITY 13,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$13,000.00
	Replace Rotor Gear Reduce FFP FOB: Destination	er			
			ж.		
				NET AMT	\$13,000.00
+	CLIN 0064 is added as follo	ws:			
ITEM NO 0064	SUPPLIES/SERVICES	QUANTITY 12,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$12,000.00
	Rebuild Blower for Digest FFP FOB: Destination	er			
					17
				NET AMT	\$12,000.00
	CLIN 0065 is added as follo	ws:			
ITEM NO 0065	SUPPLIES/SERVICES	QUANTITY 300,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$300,000.00
	Rehab/Replace Manholes FFP In Basins 1, 4 and 9				
	FOB: Destination				
				<i>51</i>	(1000)
				NET AMT	\$300,000.00
	CLIN 0066 is added as follo	ws:			Le.
					RECEIVED

2/12/2021 PUBLIC SERVICE COMMISSION

OF KENTUCKY

W9124D-05-C-0017 (azzarell131077) Page 7 of 9

COMMISSION OF KENTUCKY

ITEM NO 0066	SUPPLIES/SERVICES	QUANTITY 75,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$75,000.00
	CIPP Lining				
	FFP Of Approximately 3,600 l	Feet			
	FOB: Destination				
				NET AMT	\$75,000.00
				NET AWIT	\$75,000.00
(CLIN 0067 is added as follo	ows:			
TEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
067		200,000	Dollars, U.S.	\$1.00	\$200,000.00
	Storm Water Projects FFP				
	For Basins 1 and 3				
	FOB: Destination				
					£200.000.00
				NET AMT	\$200,000.00
SECT	TION E - INSPECTION AN	ND ACCEPTANC	E		
The f	ollowing Acceptance/Inspe			N 0059:	
	INSPECT AT N/A	INSPE N/A	CT BY ACC N/A	CEPT AT	ACCEPT BY Government
	N/A	IN/A	IN/A		Government
Thef	ollowing Acceptance/Inspe-	ation Sabadula wa	s added for SUI	CLIN 005001-	
The I	INSPECT AT	INSPE		CEPT AT	ACCEPT BY
	N/A	N/A	N/A		Government
The f	ollowing Acceptance/Inspe	ction Schedule wa	s added for CLI	N 0060:	
	INSPECT AT N/A	INSPE N/A	CT BY ACO N/A	CEPT AT	ACCEPT BY Government
The f	ollowing Acceptance/Inspe	ction Schedule wa	s added for SU	BCLIN 006001:	
The T	INSPECT AT	INSPE	CT BY AC	CEPT AT	RECEIVI
	N/A	N/A	N/A	8	Government
					2/12/2021
					PUBLIC SERVIC
					COMMISSION

The following Acceptance/Inspec INSPECT AT	ction Schedule was added f INSPECT BY	or CLIN 0061: ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
IN/A	IN/A	N/A	Government
The following Acceptance/Inspe	ction Schedule was added f	or CLIN 0062:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspe	ction Schedule was added f	or CLIN 0063:	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
		St.	
The following Acceptance/Inspe			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
The following Acceptance/Inspe	ction Schedule was added f	or CLIN 0065	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
÷.			
The following Acceptance/Inspe			
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government,
The following Acceptance/Inspe	ction Schedule was added f	or CLIN 0067	
INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government
197	1072		Government
SECTION G - CONTRACT AD	MINISTRATION 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: GFEBS001034940200001

Acctng Data: 0212013201320200000113131233

S.0005431.31.504.3 6100.012402100



2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY Increase: \$943,836.24

Total: \$943,836.24

Cost Code: A2ABH

SUBCLIN 006001: Funding on SUBCLIN 006001 is initiated as follows:

ACRN: AU

CIN: GFEBS001034940200002

Acctng Data: 0212013201320200000113131233

Increase: \$159,264.00

Total: \$159,264.00

Cost Code: A2ABH

CLIN 0061: Funding on CLIN 0061 is initiated as follows:

ACRN: AV

CIN: GFEBS001034940200003

Acctng Data: 0212013201320200000113132254

M.0001680.32

S.0005431.31.504.3

6100.9000021001

6100.9000021001

S.0005431.31.504.3 6100.0124021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

CLIN 0062:

Funding on CLIN 0062 is initiated as follows:

ACRN: AW

CIN: GFEBS001034940200004

Acctng Data: 0212013201320200000113131254

Increase: \$600,000.00

Total: \$600,000.00

Cost Code: A2ABH

(End of Summary of Changes)





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 P00048for 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. Bara FIDE COPITAL PROJECTS.

STEVEN J. FRIES Z6JUN 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 O	F PAGES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				J		1	5
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		•	5. PROJECTN	IO.(Ifapplic	able)
P00049	15-Jul-2013	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)		9A. AMENDMI	ENT OF SOL	JCITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (SE			
			Х	10A. MOD. OF W9124D-05-C-			NO.
CODE 316V9		Г.	х	10B. DATED (30-Sep-2004	SEE ITEM 1	.3)	
	FACILITY COD	DE PPLIES TO AMENDMENTS OF SOLI		1			
The above numbered solicitation is amended as set forth				is extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s	copies of the amendmen ference to the solicitation a IE RECEIPT OF OFFERS I rendment you desire to char	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may	ent on ACKI D MA be ma	each copy of the off NOWLEDGMENT Y RESULT IN de by telegramor let	IO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
	M APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S/OF	RDERS.			
IT MODI	FIES THE CONTRAC	T/ORDER NO. AS DESCRIBED IN IT	EM	14.			
A. THIS CHANCE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	· · ·						
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and DFARS 252.232-7007 LIMITATION OF THE G		GATION					
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	cor	pies to the issuing	g 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. DPERATION OF THE WASTEWATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY. Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full fore and effect. I5A. NAME AND TITLE OF SIGNER (Type or print) 							
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC DANNY L HALL / CONTRACTING OFFICER	MTT R	KACT ING OFFI	нк (Туре)	r prinv	ED
	· · · · · · · · · · · · · · · · · · ·	TEL: 502.624.8048		EMAIL: dann <mark>,</mark> I.hall			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME. BY		A Hall	15	2/2021	
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer		0044		N
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	30-105-04		Pres	NDARD FO scribed by CS (48 CFR) 5	NTUCK	ev. 10-83)

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: $\underline{P00049}$

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 005901	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
000701	FY13 Funds for Waste Wat	er			\$0000
	FOB: Destination		0.402,0002		
	PURCHASE REQUEST N	UMBER: 001034	9402-0003	NET AMT	\$0.00
	ACRN AU CIN: GFEBS001034940200	0001			\$1,887,672.48
ITEM NO 006001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
000001	FY13 Funds for Storm Wate	er			\$0.00
	FFP FOB: Destination				
	PURCHASE REQUEST N	UMBER: 001034	9402-0003	NET AMT	\$0.00
	ACRN AU				\$318,528.00
	CIN: GFEBS001034940200	0002			
					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



W9124D-05-C-0017 P00049 Page 4 of 5

> 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	W22PES
		FOB: Destination	

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	W22PES
		MOTOR PARK RD FORT KNOX KY 40121-5000 502-624-8638 FOB: Destination	RECEIVED
	TOD. Destination	TOB. Destination	2/12/2021
			PUBLIC SERVICE

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 GFEBS001034940200001) 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 GFEBS00103494020002) was increased by \$159,264.00 from \$159,264.00 to \$318,528.00

(End of Summary of Changes)



AMENDMENT OF SOLICIT	AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE O	F PAGES
AWENDWENT OF SOLICITA		ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	NO.(Ifapplic	cable)
P00050	21-Aug-2013	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MISSION AND INSTALLATION CONTRACTING CMD							
MICC FORT KNOX BLDG 1109B STE 256		See Item 6					
199 6TH AVE							
FORT KNOX KY 40121-5720							
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County,	State and Zip Code)	9	A. AMENDMI	ENT OF SOL	LICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9	B. DATED (SE	EE ITEM 11))	
			X	0A. MOD. OF W9124D-05-C-	CONTRACI 0017	Γ/ORDER	NO.
				0B. DATED (SEE ITEM 1	13)	
CODE 316V9	FACILITY COL			30-Sep-2004			
		APPLIES TO AMENDMENTS OF SOLI	_		<u></u>		
The above numbered solicitation is amended as set forth				s extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment price (a) By completing Items 8 and 15, and returning		ified in the solicitation or as amended by one oft nt; (b) By acknowledging receipt of this amendma			er submitted.		
or (c) By separate letter or telegram which includes a re-							
RECEIVED AT THE PLACE DESIGNATED FOR TH							
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the					ter,		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
See Schedule							
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU					IADE IN TH	ΙE	
CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	'H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	JRSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and DFARS 252.232-7007 LIMITATION OF THE G	•	GATION					
E. IMPORTANT: Contractor X is not,	is required to sig	gn this document and return	copi	es to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized		nitatio	n/contract subi	oot mottor		
where feasible.) Modification Control Number: azzarell13' OPERATION OF THE WASTEWATER AND STO	1772		Inatio	n/contract subj			
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or		9A or 10A, as heretolore changed, remains uncha 16A. NAME AND TITLE OF CC RODNEY P. PRICKETT / CONTRACTING O	inged ar	ad in full force and	effect.	r or o)	
13A. NAME AND TITLE OF SIGNER (Type of	princ)						ED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	TEL: 502.624.8413 D 16B. UNITED STATES OF AME		EMAIL: rod.p		2/2021	NGNED
15B. CONTRACTOROFTEROK		Plant		citic.			
(Signature of porson outborized to sign)	.	BY (Signature of Contracting Of			PUBLIC	Ster?	ČΕ
(Signature of person authorized to sign) EXCEPTION TO SF 30	1	30-105-04	ncer)	ст л		<mark>vissio</mark>	ev 10.83
APPROVED BY OIRM 11-84		30-103-04			scribed by KS		
					(48 CFR) 5		

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text:

<u>P00050</u>

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 005901	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY13 Funds for Waste Wa	iter			
	FOB: Destination	$\mathbf{H} \mathbf{M} \mathbf{D} \mathbf{E} \mathbf{D} \cdot 0 0 1 0 2 4$	0402 0005		
	PURCHASE REQUEST N	NUMBER: 001034	9402-0003	NET AMT	\$0.00
	ACRN AU CIN: GFEBS00103494020	00001			\$2,831,508.72
ITEM NO					
ITEM NO 006001	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY13 Funds for Storm Wa FFP	ter			
	FOB: Destination PURCHASE REQUEST N	UMBER: 001034	9402-0005		
				NET AMT	\$0.00
	ACRN AU CIN: GFEBS00103494020	0002			\$477,792.00
	CIIV. 01 ED500105494020	0002			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 \$39,673,356.16 to \$40,776,456.40.

SUBCLIN 005901:

AU: 0212013201320200000113131233 S.0005431.31.504.3 6100.0124021001 A2ABH (CIN GFEBS00103494020001) 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 GFEBS00103494020002) was increased by \$159,264.00 from \$318,528.00 to \$477,792.00

(End of Summary of Changes)



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRAC				1. CONTRACT ID CODE		PAGE O	F PAGES
AMENDMENT OF SOLICITA		ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		•	5. PROJECT N	IO.(Ifapplic	able)
P00051	13-Feb-2014	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9.	A. AMENDMI	ENT OF SOL	ICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				B. DATED (SI			
				0A. MOD. OF /9124D-05-C-			NO.
				0B. DATED (0-Sep-2004	SEE ITEM 1	.3)	
CODE 316V9	FACILITY COD	DE PPLIES TO AMENDMENTS OF SOLI		•			
The above numbered solicitation is amended as set forth			_	extended,	is not extend	ded	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	copies of the amendmen ference to the solicitation a IE RECEIPT OF OFFERS rendment you desire to cha	it; (b) By acknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIE nge an offer already submitted, such change may	ent on ea ACKNO D MAY be made	ich copy of the off WLEDGMENT RESULT IN by telegramor let	TO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	× 1 •						
X B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copie	s to the issuing	g 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 do		A or 10A, as heretofore changed, remains uncha	inged an	d in full force and	effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC RICHARD J. TORRES / CONTRACTING OF TEL: 502-624-5268		MAIL: Richard.J.			ED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	BY Richard &	1.7	ones	2/182	2/2021 - Eqera 0/1	igned
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		0014	/ISSIU	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	2	30-105-04		Pres	NDARD FO scribed by CS.	NTUCK	

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been added by full text: <u>INVOICING INSTRUCTIONS</u>

- 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.

[XX] Wide Area Workflow (WAWF) (see instructions below)

[] Web Invoicing System (WInS) (<u>https://ecweb.dfas.mil</u>)

[] American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<u>http://www.X12.org</u> and <u>http://www.dfas.mil/ecedi</u>)

[] 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 <u>https://wawf.eb.mil</u> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <u>http://www.ccr.gov</u> 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 <u>http://www.dfas.mil/money/vendor</u>. 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.

<u>TYPE OF DOCUMENT</u> (*Contract Specialist check appropriate line*)

[] Commercial Item Financing



- [] Construction Invoice (Contractor Only)
- [] Invoice (Contractor Only)
- [] Invoice and receiving Report (COMBO)
- [X] 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: W6CDAA

COMMAND: US ARMY GARRISION 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)



AMENDMENT OF SOLICIT	ATION/MODU	ΤΟΛΤΙΟΝ ΟΕ CONTDACT	I. CONTRAC	T ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICI		TUNICATION OF CONTRACT	J		1 3
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4, REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicable)
	18-Mar-2014	SEE SCHEDULE			
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	C	DDE	
MISSION AND INSTALLATION CONTRACTING CMD		See Item 6			
MICC FORT KNOX BLDG 1109B STE 256		See item o			
199 6TH AVE FORT KNOX KY 40121-5720					
NAME AND ADDRESS OF CONTRACTOR	(No Street County	State and Zin Code)	9A. AMENDN	IENT OF SO	LICITATION NO.
HARDIN COUNTY WATER DISTRICT 1	(No., Sheet, county,	State and Zip Code)			
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (SEE ITEM 1	1)
			104 MOD O	FCONTRAC	
			× W9124D-05-0	20017	T/ORDER NO.
			10B. DATED	(SEE IT EM	13)
DE 316V9	FACILITY COL		X 30-Sep-2004		
		PPLIES TO AMENDMENTS OF SOLI			
The above numbered solicitation is amended as set for			is extended,	is not exter	nded.
Offer must acknowledge receipt of this amendment pri- (a) By completing Items 8 and 15, and returning		initied in the solicitation or as amended by one off init; (b) By acknowledging receipt of this amendme		offer submitted:	
or (c) By separate letter or telegram which includes a r	reference to the solicitation	and amendment numbers. FAILURE OF YOUR A	ACKNOWLEDGMEN		
RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this a				etter	
provided each telegramor letter makes reference to the				cttor,	
ACCOUNTING AND APPROPRIATION D	ATA (If required)				
See Schedule		9			
		O MODIFICATIONS OF CONTRACTS			
A. THIS CHANGE ORDER IS ISSUED PURS		CT/ORDER NO. AS DESCRIBED IN ITI			
CONTRACT ORDER NO. IN ITEM 10A.	ontri i o. (speeny a	anomy) The chartoles set Tokini	IN IT EM IT ARE		
B. THE ABOVE NUMBERED CONTRACT/(TO DEELECT THE ADMINISTRATIN	E OLIANOES (1	1 .	
office, appropriation date, etc.) SET FORT				as changes n	n paying
C. THIS SUPPLEMENTAL AGREEMENT IS	S ENTERED INTO PU	JRSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and	authority)				
C.11 Upgrades and Renew als and Replacer	ments				
IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	copies to the issuir	ng office.	
. DESCRIPTION OF AMENDMENT/MODIF	ICATION (Organized	by UCF section headings, including solic	itation/contract sub	niect matter	
where feasible.)					
Modification Control Number: azzarell14 PERATION OF THE WASTEWATER AND STO		SYSTEMS FORT KNOX KY			
ept as provided herein, all terms and conditions of the d	ocument referenced in Item	9A or 10A, as heretofore changed, remains unchar	nged and in full force an	effèct.	
A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO	NT RACTING OFF		or plint)
AARES BRUCE / RENFRAL N	14NAGER-HCUL	TEL:	EMAIL:	ייבי	
B. CONTRACTOR/OFFEROR	15C. DATE SIGNE			16	/12/2021 ED
Summer Sun					
(Signature of person authorized to sign)	- 19-MARCH-201	4 BY (Signature of Contracting Of	ficer)	Р/ЈВ	LIC SERVICE
CEPTION TO SF 30		30-105-04	ST	ANDARD	MMUSELON-8
PPROVED BY OIRM 11-84					KENTUCKY
			FA	R (48 CFR) 5	3.243

RECEIVED

2/12/2021

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: <u>P00052</u>

- 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 0068	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$64,539.00	AMOUNT \$64,539.00
	Sewer Lines for Coco Fue FFP at Frazier Road and 9th An				
	FOB: Destination PURCHASE REQUEST N	NUMBER: 001048	37919-0001		

	NET AMT	\$64,539.00
ACRN AX CIN: GFEBS001048791900	01	\$64,539.00

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0068:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	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: GFEBS001048791900001

Acctng Data: 0212014201420200000113132254 M.0001680.32

6100.9000021001

Increase: \$64,539.00

Total: \$64,539.00

Cost Code: A2ABH

(End of Summary of Changes)





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			4	1. CONTRACT ID CODE		DDE PAGE OF PAGES		
			FICATION OF CONTRACT		J		1	9
AMENDMENT/MODIFICATION NO. P00053		3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT	NO (Ifapplicab	le)
		01-Jul-2014	SEE SCHEDULE					
ISSUED BY	CODE	W9124D	7 ADMINISTERED BY (If other than item 6)		CC	DDE		
MISSION AND INSTALLATION CONTRACT MICC FORT KNOX	ING CMD		See Item 6					
BLDG 1109B STE 256 199 6TH AVE			induced in the example provide the					
FORT KNOX KY 40121-5720								
NAME AND ADDRESS OF CON	TRACTOR	(No., Street, County,	State and Zip Code)	94	A. AMENDA	TENT OF SO	LICITATION	N NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD		(, , , , , , , , , , , , , , , , , , ,						
RADCLIFF KY 40160-9343				99	3. DATED (S	SEE ITEM 1	1)	
				v 10	A, MOD, O	F CONTRAC	T/ORDER N	0.
ODE 2161/0			or.)B. DATED)-Sep-2004	(SEE ITEM	13)	
ODE 316V9	11	THISITEM ONLY	DE APPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is am				_	extended,	is not exter	nded.	
_			cified in the solicitation or as amended by one of					
(a) By completing Items 8 and 15, and	returning	copies of the amendme	nt; (b) By acknowledging receipt of this amendm	ent on ea	ch copy of the c	,		
			and amendment numbers. FAILURE OF YOUR. PRIOR TO THE HOUR AND DATE SPECIFIE			I TO BE		
			ange an offer already submitted, such change may			etter,		
provided each telegram or letter makes	reference to the	solicitation and this amen	dment, and is received prior to the opening hour	and date	specified.			
2. ACCOUNTING AND APPROP	RIATION D	ATA (If required)						
See Schedule								_
			TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS IS			authority) THE CHANGES SET FORTH			MADE IN T	HE	
CONTRACT ORDER NO, IN	ITEM 10A.							
B. THE ABOVE NUMBERED C	ONTRACT/O	ORDER IS MODIFIEI	TO REFLECT THE ADMINISTRATI	VE CH	ANGES (such	as changes in	n paying	
			SUANT TO THE AUTHORITY OF FA	R 43.1	03(B).			
C. THIS SUPPLEMENTAL AG	REEMENT	SENTERED INTO P	URSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of mod	lification and	authority)						
FAR 52.241-7								
IMPORTANT: Contractor	is not,	X is required to si	gn this document and return 1	copie	s to the issuir	ng office.		
	ENT/MODIF	ICATION (Organized	t by UCF section headings, including solid	citation	/contract sub	ject matter		
where feasible.) Modification Control Number:	azzarell14	890						
OPERATION OF THE WASTEWA			SYSTEMS, FORT KNOX, KY.					
50								
			19A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CO	-			or print)	
SA. NAME AND TITLE OF SIGN	3 61		Stephanie A. Bo		_	ICEN (I YPE	or print)	
JAMES BRUCE, GENE	KING MI	WAGER		E	MAIL:			
5B. CONTRACTOR/OFFEROR		15C. DATE SIGNE	D 16B. UNITED STATES OF AME BOWMAN.STEPHAN		ed by		O. DATES	NED
Jenus auco	/	- 211 LINE		BOWMAN.STE DN: c=US, o=	EPHÁNIE.A.11033872 U.S. Government, ou BOWMAN STEPHANI	oD, ou=PKI, 2	4 June	201
(Signature of person authorized	l to sign)	- 24-JUNE -		fficer)06	5.24 15:56:42 -04'00'		12/2021	_
EXCÉPTION TO SF 30 APPROVED BY OIRM 11-84		920	30-105-04		ST D		ORM 30 (Rev SERV	. 10-8
							MMISSIO	
								- • ·

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:



ITEM NO 0069	SUPPLIES/SERVICES Waste Water Utility Syste FFP 50 Year Contract- Year 10		UNIT Months 15)	UNIT PRICE \$235,959.06	AMOUNT \$2,831,508.72
	Monthly Charge to Provid Section C, Descriptions, S 30 Jun 15 FOB: Destination PURCHASE REQUEST N	pecifications, and	Work Statemer		
				NET AMT	\$2,831,508.72
S	SUBCLIN 006901 is added	as follows:			
ITEM NO 006901	SUPPLIES/SERVICES FY14 Funding FFP FOB: Destination PURCHASE REQUEST N	QUANTITY NUMBER: 001053	UNIT 3849	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN AY CIN: GFEBS0010533849	00001			\$943,836.24

CLIN 0070 is added as follows:



ITEM NO 0070	SUPPLIES/SERVICES Storm Water Utility Syste FFP 50 Year Contract- Year 10 Monthly Charge to Provid with Section C, Description 14- 30 Jun 15 FOB: Destination PURCHASE REQUEST 1) (1 Jul 14- 30 Jun le Storm Water Uti ons, Specifications,	lity System Ser and Work Stat		AMOUNT \$477,792.00
				NET AMT	\$477,792.00
ITEM NO 007001	SUBCLIN 007001 is added SUPPLIES/SERVICES FY14 Funding FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY	UNIT 33849	UNIT PRICE	AMOUNT \$0.00
	ACRN AY CIN: GFEBS0010533849	00002		NET AMT	\$0.00 \$159,264.00

CLIN 0071 is added as follows:



W9124D-05-C-0017 P00053 Page 5 of 9

ITEM NO 0071	SUPPLIES/SERVICES Wilson Range Gravity Ma FFP Amortized over a 10 year contract. 120 fixed monthl FOB: Destination PURCHASE REQUEST M	payback period in a ly payments @ \$1,	776.30/month		AMOUNT \$21,315.60
				NET AMT	\$21,315.60
	ACRN AX CIN: GFEBS00105338490	00003			\$21,315.60
(CLIN 0072 is added as follo	ws:			
ITEM NO 0072	SUPPLIES/SERVICES Funding for Capital Impro FFP For CLINs 0073 through (FOB: Destination PURCHASE REQUEST N	0079	UNIT 3849	UNIT PRICE \$0.00	AMOUNT \$0.00
	ACRN AZ CIN: GFEBS00105338490	00004		NET AMT	\$0.00 \$642,000.00

CLIN 0073 is added as follows:



ITEM NO 0073	SUPPLIES/SERVICES RAS Pump Replacements FFP for Clarifiers #1 and #2 FOB: Destination PURCHASE REQUEST N	QUANTITY 30,000	UNIT Dollars, U.S. 33849	UNIT PRICE \$1.00	AMOUNT \$30,000.00
				NET AMT	\$30,000.00
	CLIN 0074 is added as follo	ws:			
ITEM NO 0074	SUPPLIES/SERVICES Repair Approximately FFP 16 Storm Bridge Culverts FOB: Destination PURCHASE REQUEST N	QUANTITY 10,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$10,000.00
	FUNCHASE REQUEST F	NUMBER, 00105.	55649		
				NET AMT	\$10,000.00
	CLIN 0075 is added as follo	ws:			
ITEM NO 0075	SUPPLIES/SERVICES	QUANTITY 15,000	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$15,000.00
	Install Roof on Disinfection FFP Building and Evaluate Wa Feed FOB: Destination PURCHASE REQUEST N	ste Water Treatmo	ent Plant Main I	Electrical Equipment	

NET AMT



AMOUNT

QUANTITY 0076 12,000 \$1.00 Dollars, \$12,000.00 U.S. **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, \$1.00 \$300,000.00 U.S. 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

UNIT

NET AMT

UNIT PRICE

\$300,000.00

CLIN 0078 is added as follows:

CLIN 0076 is added as follows:

SUPPLIES/SERVICES

ITEM NO



OF KENTUCKY

						e
ITEM NO 0078	SUPPLIES/SERVICES	QUANTITY 75,000	UNIT Dollars, U.S.	UNIT PRI \$1.00	ICE	AMOUNT \$75,000.00
	Rehabilitate Approximate FFP	ly 400	0.5.			
	Linear Feet of Main Sewe FOB: Destination	r Lines in Various	Basins			
	PURCHASE REQUEST	NUMBER: 001053	33849			
				NET AMT		\$75,000.00
	CLIN 0079 is added as follo					
			LINUT		ICE.	
ITEM NO 0079	SUPPLIES/SERVICES	QUANTITY 200,000	UNIT Dollars, U.S.	UNIT PRI \$1.00	ICE	AMOUNT \$200,000.00
	Rehabilitate/Replace App FFP	roximately 1,500	0.5.			
	Feet of Storm Sewer Pipir FOB: Destination					
	PURCHASE REQUEST	NUMBER: 001053	33849			
				NET AMT		\$200,000.00
SECT	FION G - CONTRACT AD	MINISTRATION	DATA			
Acco	unting and Appropriation					
Sumr	nary for the Payment Office					
	As a result of this modificati \$40,840,995.40 to \$42,607,		ed amount for th	his document wa	as increased by S	61,766,415.84
	CLIN 006901: ing on SUBCLIN 006901 is	initiated as follow	7 5:			
	ACRN: AY					
	CIN: GFEBS001053384900	001				RECEIVED
	Acctng Data: 021201420142	202000001131312	33 S.000	5431.31.504.3	6100.0124021	
						PUBLIC SERVICE

6100.0124021001

6100.9000021001

Increase: \$943,836.24

Total: \$943,836.24

Cost Code: A2ABH

SUBCLIN 007001: Funding on SUBCLIN 007001 is initiated as follows:

ACRN: AY

CIN: GFEBS001053384900002

Acctng Data: 0212014201420200000113131233 S.0005431.31.504.3

Increase: \$159,264.00

Total: \$159,264.00

Cost Code: A2ABH

CLIN 0071: Funding on CLIN 0071 is initiated as follows:

ACRN: AX

CIN: GFEBS001053384900003

Acctng Data: 0212014201420200000113132254

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH

CLIN 0072:

Funding on CLIN 0072 is initiated as follows:

ACRN: AZ

CIN: GFEBS001053384900004

Acctng Data: 0212014201420200000113131254

S.0005431.31.504.3 6100.9000021001

M.0001680.32

Increase: \$642,000.00

Total: \$642,000.00

Cost Code: A2ABH



AMENDMENT OF SOLICIT	ATION/MODIE	FICATION OF CONTRACT	Г	I. CONTRAC	LIDCODE	PAGE OF PAG
2. AMENDMENT/MODIFICATION NO. P00054	3. EFFECTIVE DATE 07-Aug-2014	4, REQUISITION/PURCHASE REQ, NO,. SEE SCHEDULE			5, PROJECT	NO (Ifapplicable)
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		CC	DDE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6				
NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	FACILITY COD	E	x	9B, DATED (10A, MOD O W9124D-05-C 10B, DATED 30-Sep-2004	SEE ITEM 11 F CONTRAC -0017	T/ORDER NO.
The above numbered solicitation is amended as set fort		APPLIES TO AMENDMENTS OF SOL		s extended,	is not exten	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the ACCOUNTING AND APPROPRIATION DA See Schedule	ference to the solicitation a LE RECEIPT OF OFFERS F nendment you desire to char solicitation and this amend	nd amendment numbers, FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIE nge an offer already submitted, such change may	ACKN D MAN be mad	OWLEDGMEN (RESULT IN e by telegram or l	T TO BE	
13, THISIT		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
 A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT C. THIS SUPPLEMENTAL AGREEMENT IS 	RDER IS MODIFIED H IN ITEM 14, PURS	TO REFLECT THE ADMINISTRATI SUANT TO THE AUTHORITY OF FA	VE CI	HANGES (such		
D. OTHER (Specify type of modification and C.11 Upgrades and Renew als and Replacen						
		n this document and return 1	copi	es to the issui	ng office.	
4. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: azzarell14' WASTEWATER AND STORM WATER SERVICE	296		cit at ic	n/contract sub	oject matter	
sept as provided herein, all terms and conditions of the de						
SA. NAME AND TITLE OF SIGNER (Type or HALES BRUCE, GENERAL	MANAGER, HEW	16A. NAME AND TITLE OF CC		ACTING OFF		
SB CONTRACTOR/OFFEROR	15C. DATE SIGNED 7-AV6 - 201	(Signature of Contracting Of				12/2021
CEPTION TO SF 30 APPROVED BY OIRM 11-84	1	30-105-04			R (48 CIRO	KM 30 (Rev. 10 C SERVICI MMISSION KENTUCKY

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W9124D-05-C-0017 (azzarell141296) Page 2 of 4

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: $\underline{P00054}$

A. Funding on SUBCLIN 003201 is decreased by \$716,438.22 to reflect work performed on CLIN 0037.

ITEM NO 0032	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$0.00	AMOUNT \$0.00
0052	Funding for Capital Impro FFP FOB: Destination PURCHASE REQUEST 1		4302-0003	φ0.00	\$0.00
				NET AMT	\$0.00
ITEM NO 003201	SUPPLIES/SERVICES FY 11 Funding FFP Funding for CLINs 0033 FOB: Destination PURCHASE REQUEST	-	UNIT 64302-0003	UNIT PRICE \$0.00	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN AR CIN: GFEBS0010064302	00007			\$5,399,561.78
				an 1, 1, 28, 5,57	RECEIVED
				y 2	2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

ITEM NO 0037	SUPPLIES/SERVICES	QUANTITY 308,561.78	UNIT Dollars, U.S.	UNIT PRICE \$1.00	AMOUNT \$308,561.78				
	Basin 7 Improvements FFP								
	Install approx. 6,000 LF o	f sewer main, 20 r	manholes and re	etire 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	\$308,561.78				
SECT	ION A - SOLICITATION	CONTRACT FOR	RM						
	The total cost of this co	ntract was decreas	sed by \$716,43	8.22 from \$45,960,747.70) to \$45,244,309.48.				
SECT	ION B - SUPPLIES OR SE	RVICES AND P	RICES						
C				from 1,025,000.00 to 308 8.22 from \$1,025,000.00					

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

5	Γ	()	:

2

DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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POP 15-JUL-2011 TO N/A 30-JUN-2012

DIRECTORATE OF PUBLIC WORKS W22PES KENNETH MUSE 126 6TH AVE BLDG 1110A STE 316 FORT KNOX KY 40121-5719 502-624-5830 FOB: Destination

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 GFEBS001006430200007) was decreased by \$716,438.22 from \$6,116,000.00 to \$5,399,561.78

(End of Summary of Changes)



AMENDMENT OF SOLICIT	ATION/MODIF	FICATION OF CONTRACT	, 1.CC	ONTRACTI	D CODE	PAGE O	F PAGES	
AMENDMENT OF SOLICIT		Tearlow of contract		J		1	4	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	IO.(Ifapplic	cable)	
P00055	26-Aug-2014	SEE SCHEDULE						
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COD	DE			
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6						
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9A. AN	MENDME	ENT OF SOL	LICIT AT I	ON NO.	
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DA	ATED (SE	EE ITEM 11)		
			-		CONTRACT		NO.	
CODE 0101/0		-		DATED (3 p-2004	SEE ITEM 1	.3)		
CODE 316V9	FACILITY COD	DEI APPLIES TO AMENDMENTS OF SOL	00 00					
The above numbered solicitation is amended as set forth			is extend		is not extend	ded		
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the	r to the hour and date spect copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I rendment you desire to char	ified in the solicitation or as amended by one oft t; (b) By acknowledging receipt of this amendme und amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	he following r nt on each cop ACKNOWLEI MAY RESU oe made by tele	methods: py of the offe DGMENT T ULT IN egram or let	er submitted; TO BE			
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)							
13. THIS IT		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT		8.				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 1					
X B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT					as changes in	paying		
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:						
D. OT HER (Specify type of modification and	authority)							
E. IMPORTANT: Contractor is not,	is required to sig	n this document and return	copies to t	the issuing	g 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.								
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO	NTRACTI	NG CF FD	ER (Type o	r prni)	'ED	
	1	DANNY L. HALL / CONTRACTING OFFICER TEL: 502.624.8048		dann I.hall	@us.army.mil			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	BY Dangt	bla	ell		2/20221		
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		COM		N	
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	:	30-105-04		Pres	NDARD FO cribed by CS	NIUCK	ev. 10-83)	

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: <u>P00055</u>

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 0069	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$235,959.06	AMOUNT \$2,831,508.72					
	Waste Water Utility System, Ft. Knox, KY									
	FFP	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 N	NUMBER: 001053	33849							

NET AMT

\$2,831,508.72



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OF KENTUCKY

ITEM NO 006901	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00						
000901	FY14 Funding FFP				\$0.00						
	FOB: Destination	UIMDED, 001052	2840 0002								
	PURCHASE REQUEST N	NUMBER: 001053	3849-0002								
				_							
				NET AMT	\$0.00						
	ACRN AY				\$2,831,508.72						
	CIN: GFEBS00105338490	00001									
ITEM NO 0070	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$39,816.00	AMOUNT \$477,792.00						
0070	Storm Water Utility System FFP		Wolling	<i>427,</i> 010.00	<i>Q111,192</i> .00						
	50 Year Contract- Year 10	(1 Jul 14- 30 Jun 1	15)								
	Monthly Charge to Provide Storm Water Utility System Service in Accorcance with Section C, Descriptions, Specifications, and Work Statement for Period 1 Jul										
	14- 30 Jun 15 FOB: Destination	ns, specifications,		tement for remote r fur							
	PURCHASE REQUEST N	NUMBER: 001053	3849								
					¢ 477 702 00						
				NET AMT	\$477,792.00						
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
007001	FY14 Funding	-			\$0.00						
	FFP FOB: Destination										
	PURCHASE REQUEST N	NUMBER: 001053	3849-0002								
				– NET AMT	\$0.00						
	ACRN AY				\$477,792.00						
	CIN: GFEBS00105338490	00002			RECEIVE						
					2/12/2021						
					PUBLIC SERVICE						

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 GFEBS001053384900001) 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 GFEBS001053384900002) was increased by \$318,528.00 from \$159,264.00 to \$477,792.00

(End of Summary of Changes)



AMENDMENT OF SOLICIT.		ATION OF CONTRACT		1. CONTRACT I	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT.		SICATION OF CONTRACT		L		1 10
2 AMENDMENT/MODIFICATION NO	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE REQ NO			5. PROJECT	NO (Ifapplicable)
P00056	01-Jul-2015	SEE SCHEDULE				
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COL	DE	
MISSION AND INSTALLATION CONTRACTING CMD		See Item 6				
MICC FORT KNOX BLDG 1109B STE 256		See item o				
199 6TH AVE FORT KNOX KY 40121-5720						
NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No,, Street, County,	State and Zip Code)		9A. AMENDMI	ENT OF SO	LICITATION NO.
1400 ROGERSVILLE RD				9B, DATED (SE	EE ITEM 1	0
RADCLIFF KY 40160-9343						
			x	10A MOD OF W9124D-05-C-	CONTRAC	T/ORDER NO.
			-	10B DATED (
ODE 316V9	FACILITY CO	DE	x	30-Sep-2004		15)
		APPLIES TO AMENDMENTS OF SOLID	CIT	ATIONS		
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	date specified for receipt of Offer		is extended,	is not exter	nded
Offer must acknowledge receipt of this amendment private	or to the hour and date spe	cified in the solicitation or as amended by one oft	the fo	□ Ilowing methods:		
(a) By completing Items 8 and 15, and returning	copies of the amendme	nt; (b) By acknowledging receipt of this amendme	ent or	n each copy of the off		
or (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR TI					IO BE	
REJECTION OF YOUR OFFER If by virtue of this a					ter,	
provided each telegram or letter makes reference to the	solicitation and this amen	dment, and is received prior to the opening hour a	and d	ate specified.		
. ACCOUNTING AND APPROPRIATION D	ATA (If required)					
See Schedule						
		TO MODIFICATIONS OF CONTRACTS				
		CT/ORDER NO. AS DESCRIBED IN ITI	_			
A THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	UANT TO: (Specify a	aunority) THE CHANGES SET FORTH	IIN	IIEMI 14 AKE IV	IADE IN II	пе
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FOR	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	VE C	CHANGES (such a 103(B)	as changes i	n paying
C. THIS SUPPLEMENTAL AGREEMENT IS			(IX 7.	5.105(1).		
52.241-7						
D. OTHER (Specify type of modification and	authority)					
IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	co	pies to the issuing	g office.	
DESCRIPTION OF AMENDMENT/MODIF	ICATION (Organized	by UCF section headings, including solic	citat	ion/contract subje	ect matter	
where feasible.) Modification Control Number: torres1562	22					
WASTE AND STORM WATER UTILITY SYSTE	MS, FORT KNOX, KY					
cept as provided herein, all terms and conditions of the d	ocument referenced in Item	9A or 10A, as heretofore changed, remains uncha	nged	and in full force and	effect	
A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO	ONT	RACTING OFFIC	CER (Type	or print)
IAMES BRUCE, GENERA	2 MANA62			EMAIL -		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNE		DIC	EMAIL:	\mathbf{F}	2. DATE SVGNED
SP. CONTRACTOROPPEROR			KIU.	A		, DATE SUINED
anna ana	- 24-JUN-21	DIS BY	ne.	-)		12/2021
(Signature of person authorized to sign) XCEPTION TO SF 30		(Signature of Contracting Of	tice	· · · · · · · · · · · · · · · · · · ·		
PPROVED BY OIRM 11-84		30-105-04		SLA Pres	scribed black	ORM 30 (Rev. 10-8
						MMISSION
						KENTUCKY

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: $\underline{P-56}$

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.

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ITEM NO 0068	SUPPLIES/SERVICES Sewer Lines for Coco Fue FFP at Frazier Road and 9th An FOB: Destination PURCHASE REQUEST N	rmor Road	UNIT Job 37919-0001	UNIT PRICE \$25,653.25	AMOUNT \$25,653.25
				NET AMT	\$25,653.25
	ACRN AX CIN: GFEBS0010487919	00001			\$25,653.25
				n \$64,539.00 to \$25,653.2 7.75 from \$64,539.00 to \$2	
CLIN	0080 is added as follows:				
ITEM NO 0080 EXERCISED OPTION	SUPPLIES/SERVICES Contract- Year 11 (1 Jul 1 FFP Monthly Charge to Provid System Service in Accorca Work Statement for Period FOB: Destination	le Storm Water Uti ance with Section	C, Description	s, Specifications, and	AMOUNT \$0.00

NET AMT

\$0.00

CLIN 0081 is added as follows:



ITEM NO 0081 EXERCISED OPTION	SUPPLIES/SERVICES YR 11 WASTEWATER S FFP	QUANTITY 12 5.0005431.31.504.7	UNIT Months	UNIT PRICE \$235,959.06	AMOUNT \$2,831,508.72			
	Monthly Charge to Provid System Service in Accorca Work Statement. For the P month \$2,831,508.72. FOB: Destination PURCHASE REQUEST N	ance with Section C Period 1 Jul 15- 30 J	C, Descriptions, Jun 16 12 mon	Specifications, and				
				NET AMT	\$2,831,508.72			
	ACRN BA CIN: GFEBS00107045150	00001			\$2,831,508.72			
(CLIN 0082 is added as follo	ws:						
ITEM NO 0082	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$39,816.00	AMOUNT \$477,792.00			
EXERCISED OPTION	YR 11 STORMWATER S FFP Year Contract- Year 11 (1		1					
	Year Contract- Year 11 (1 Jul 15- 30 Jun 16) Monthly Charge to Provide Storm Water Utility System Service in Accorcance 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							
				NET AMT	\$477,792.00			

\$477,792.00

ACRN BA CIN: GFEBS001070451500002

CLIN 0083 is added as follows:



ITEM NO 0083 EXERCISED OPTION	SUPPLIES/SERVICES	QUANTITY 879,000 APITAL IMPVMT	UNIT Each	UNIT PRICE \$1.00	AMOUNT \$879,000.00
	FFP CAPITAL IMPVMT S.00 ARE LISTED BELOW. C APPLICABLE PROJECT FOB: Destination PURCHASE REQUEST 1	CONTRACTOR SH	ALL INVOI		
				NET AMT	\$879,000.00
	ACRN BB CIN: GFEBS0010704515	00003			\$879,000.00
5	SUBCLIN 008301 is added	as follows:			
ITEM NO 008301	SUPPLIES/SERVICES Project #1 FFP Potts Motor Park Sanitary FOB: Destination	QUANTITY Reroute \$75,000.0	UNIT 0	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
1	SUBCLIN 008302 is added	as follows:			
ITEM NO 008302	SUPPLIES/SERVICES Project #2	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FFP Replace Sluice Gate for C FOB: Destination	ontact Tank #2 \$13	,000.00		
				NET AMT	\$0.00
5	SUBCLIN 008303 is added	as follows:			RECEIVED
					2/12/2021
					PUBLIC SERVICE COMMISSION OF KENTUCKY

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ITEM NO 008303	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Project #3 FFP LS 5538 Improvements S FOB: Destination	\$80,000.00			
				NET AMT	\$0.00
S	SUBCLIN 008304 is added	as follows:			
ITEM NO 008304	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Project #4 FFP Rehab or Replace Storm V BASIN #1 BASIN #3 FOB: Destination			,000.00 3ASIN #6 BASIN #8	
				NET AMT	\$0.00
1	SUBCLIN 008305 is added	as follows:			
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
008305	Project #5 FFP Replace WAS Pump \$6,0 FOB: Destination	000.00			\$0.00
				NET AMT	\$0.00
SUBC	LIN 008306 is added as fol	ows:			RECEIVED 2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

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ITEM NO 008306	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Project #6 FFP Rehab/Replace Manholes BASIN #1 BASIN #3 FOB: Destination		n Basins listed t BASIN #5 B	elow \$300,000.00. ASIN #6 BASIN #8	
				NET AMT	\$0.00
:	SUBCLIN 008307 is added a	s follows:			
ITEM NO 008307	SUPPLIES/SERVICES Project #7 FFP	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Reroute/Replace Custer Gr FOB: Destination	avity Line to LS-	4210 \$100,000.	00	
				NET AMT	\$0.00
:	SUBCLIN 008308 is added a	s follows:			
ITEM NO 008308	SUPPLIES/SERVICES Project #8 FFP Rehab Lift Station LS-401 FOB: Destination	QUANTITY 5 \$25,000.00	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
;	SUBCLIN 008309 is added a	as follows:			
					2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

ITEM NO 008309	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	Project #9				•••••
	FFP Lift Station Elimination P FOB: Destination	roject \$80,000.00.			
				NET AMT	\$0.00
(CLIN 0084 is added as follo	ws:			
ITEM NO 0084	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$1,776.30	AMOUNT \$21,315.60
EXERCISED OPTION	FUNDING CLIN FOR W	<i>421,010100</i>			
	Amortized over a 10 year contract. 120 fixed month \$21,315.60 per year. YEA FOB: Destination PURCHASE REQUEST	ly payments @ \$1 AR 4.	,776.30/month		
				NET AMT	\$21,315.60
	ACRN BB CIN: GFEBS0010704515	00004			\$21,315.60
Acco	FION G - CONTRACT AD unting and Appropriation nary for the Payment Office		DATA		
	As a result of this modificat \$44,097,173.50 to \$48,267,		ed amount for t	his document was increase	ed by \$4,170,730.57
ITEM 0050 FFP		ERVICES QUAN ars, U.S. al Improvemen	\$0	.00	MOUNT
Fund FOB :	ling for CLINs 0051 Destination CHASE REQUEST NUMBER	-	.0007		
	NET AMT \$0.0	8			RECEIVE



•)

ACRN AS CIN: GFEBS001019093500008 \$1,275,000.00

Funding on SUBCLIN 005001 reads as follows:

Accounting Data: 02120122012202000001131312542ABH0089 1012.503 6100.9000021001 COST CODE: A2ABH

CIN GFEBS001019093500008: \$1,275,000.00

ITEM NO CLIN 0068:

AX: 0212014201420200000113132254 M.0001680.32 6100.9000021001 A2ABH (CIN GFEBS001048791900001) 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: GFEBS001070451500001

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: GFEBS001070451500002

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



CIN: GFEBS001070451500003

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: GFEBS001070451500004

Acctng Data: 0212015201520200000113131254

S.0005431.31.504.7 6100.9000021001

Increase: \$21,315.60

Total: \$21,315.60

Cost Code: A2ABH



AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					ID CODE	PAGE O	F PAGES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					J		8
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	NO.(Ifapplic	able)
P00057	06-Jul-2015	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 256 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	No., Street, County, S	State and Zip Code)	9	9A. AMENDM	ENT OF SOL	LICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (S		,	
				10A. MOD. OF W9124D-05-C-			NO.
				10B. DATED (30-Sep-2004	(SEE ITEM 1	3)	
CODE 316V9	FACILITY COD	DE PPLIES TO AMENDMENTS OF SOLI		•			
The above numbered solicitation is amended as set forth			_	is extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s	copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I endment you desire to cha	it; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may	ent on ACKN D MA be mad	each copy of the of IOWLEDGMENT Y RESULT IN le by telegramor let	TO BE		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	× 1 •						
X B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					as changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	IRSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	ies to the issuin	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: torres1511 Waste Water Fort Knox, KY. The purpose of this modification is to designate The total funded amount remains unchanged a 	66 e line of accounting f		vitatio	on/contract subj	ect matter		
The total amount of the contract remains unch	anged at \$49,415,04(0.05.					
Except as provided herein, all terms and conditions of the do		9A or 10A, as heretofore changed, remains uncha	nged a	and in full force and	effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC ERICKA A. AZZARELLO / CONTRACTING C TEL: 502-624-4121)NTR)ffice	ACTING OF FI ER EMAIL: erick.I.azz			ΈD
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE				2/182	2/2021	
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)				N
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	2	30-105-04		Pres	ANDARD FO scribed by CS R (48 CFR) 5	NTUCK	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: <u>P-57</u> 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 008310	SUPPLIES/SERVICES QUANTITY UN Jot CAPITAL IMPVMT P1- POTTS MOTOR PARK FFP CAPITAL IMPVMT P1- POTTS MOTOR PARK FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0	\$0.00	AMOUNT \$0.00
	ACRN BB CIN: GFEBS001070451500005	NET AMT	\$0.00 \$75,000.00
	SUBCLIN 008311 is added as follows:		
ITEM NO 008311	SUPPLIES/SERVICES QUANTITY UN Job CAPITAL IMPVMT P2- REPLACE SLUICE GAT FFP CAPITAL IMPVMT P2- REPLACE SLUICE GAT FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0	e E	AMOUNT \$0.00
	ACRN BB CIN: GFEBS001070451500006	NET AMT	\$0.00 \$13,000.00
	SUBCLIN 008312 is added as follows:		RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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				ruge 5 or 6
	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT
ITEM NO 008312		Job		\$0.00
	CAPITAL IMPVMT P3- LS 5538 IMPROV	EMENTS		
	FFP CAPITAL IMPVMT P3- LS 5538 IMPROV	EMENTS		
	FOB: Destination			
	PURCHASE REQUEST NUMBER: 00107	04515-0002		
			NET AMT	\$0.00
	ACRN BB			\$80,000.00
	CIN: GFEBS001070451500007			
	SUBCLIN 008313 is added as follows	8:		
ITEM NO	SUPPLIES/SERVICES QUANTITY	UNIT	UNIT PRICE	AMOUNT
008313		Job	UNITIKICL	\$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: 001070	04515 0002		
	TORCHASE REQUEST NUMBER. 00107	04515-0002		
			NET AMT	\$0.00
	ACRN BB			\$200,000.00
	CIN: GFEBS001070451500008			

SUBCLIN 008314 is added as follows:



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	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
TEM NO 008314	CAPITAL IMPVMT- P5 I FFP CAPITAL IMPVMT- P5 I FOB: Destination PURCHASE REQUEST N	REPLACE WAS F	PUMP		\$0.00
				NET AMT	\$0.00
	ACRN BB CIN: GFEBS00107045150	00009			\$6,000.00
	SUBCLIN 008315 is a	dded as follows	:		
ITEM NO 008315	SUPPLIES/SERVICES P6- MANHOLE&MAIN I FFP P6- MANHOLE&MAIN I FOB: Destination PURCHASE REQUEST N	LINE BASINS 1,3	,4,5,6,8	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN BB CIN: GFEBS00107045150	00010			\$300,000.00

SUBCLIN 008316 is added as follows:



ITEM NO 008316	SUPPLIES/SERVICES QUANTITY UNIT Job CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE FFP CAPITAL IMPVMT- P7 CUSTER GRAVITY LINE FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0002	UNIT PRICE	AMOUNT \$0.00
	ACRN BB CIN: GFEBS001070451500011	NET AMT	\$0.00 \$100,000.00
ITEM NO 008317	SUBCLIN 008317 is added as follows: SUPPLIES/SERVICES QUANTITY UNIT Job CAPITAL IMPVMT- P8 REHAB LIFT STATION FFP CAPITAL IMPVMT- P8 REHAB LIFT STATION FOB: Destination PURCHASE REQUEST NUMBER: 0010704515-0002	UNIT PRICE	AMOUNT \$0.00
	ACRN BB CIN: GFEBS001070451500012	NET AMT	\$0.00 \$25,000.00

SUBCLIN 008318 is added as follows:



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						Page 6 01 8
	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PR	ICE	AMOUNT
TEM NO 008318	- P9 LIFT STATION ELI FFP - P9 LIFT STATION ELI FOB: Destination PURCHASE REQUEST N	MINATION	Job 4515-0002			\$0.00
				NET AMT		\$0.00
	ACRN BB CIN: GFEBS0010704515	00013				\$80,000.00
SEC	TION G - CONTRACT AD	MINISTRATION I	DATA			
Acco	unting and Appropriation					
Sumr	nary for the Payment Office					
CLIN	1 0083:					
	BB: 0212015201520200000 BS001070451500003) was d				000021001 A2ABH (C 0.00	IN
	CLIN 008310: ing on SUBCLIN 008310 is	initiated as follows	:			
	ACRN: BB					
	CIN: GFEBS001070451500	005				
	Acctng Data: 021201520152	2020000011313125	4 S.0005	5431.31.504.7	6100.9000021001	
]	Increase: \$75,000.00					
	Total: \$75,000.00					
	Cost Code: A2ABH					
	CLIN 008311: ing on SUBCLIN 008311 is	initiated as follows	:			
	ACRN: BB					
	CIN: GFEBS001070451500	006				
	Acctng Data: 021201520152	2020000011313125	4 S.0005	5431.31.504.7	6100.9000021001	
]	Increase: \$13,000.00				RE	ECEIVED
	Total: \$13,000.00					2/12/2021
					F	UBLIC SERVICE COMMISSION OF KENTUCKY

Cost Code: A2ABH SUBCLIN 008312: Funding on SUBCLIN 008312 is initiated as follows: ACRN: BB CIN: GFEBS001070451500007 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: GFEBS001070451500008 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: GFEBS001070451500009 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: GFEBS001070451500010 Acctng Data: 0212015201520200000113131254 6100.9000021001



S.0005431.31.504.7

2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

Increase: \$300,000.00

Total: \$300,000.00

Cost Code: A2ABH

SUBCLIN 008316: Funding on SUBCLIN 008316 is initiated as follows:

ACRN: BB

CIN: GFEBS001070451500011

Acctng Data: 0212015201520200000113131254

S.0005431.31.504.7 6100.9000021001

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: GFEBS001070451500012

Acctng Data: 0212015201520200000113131254

Increase: \$25,000.00

Total: \$25,000.00

Cost Code: A2ABH

SUBCLIN 008318: Funding on SUBCLIN 008318 is initiated as follows:

ACRN: BB

CIN: GFEBS001070451500013

Acctng Data: 0212015201520200000113131254

S.0005431.31.504.7 6100.9000021001

S.0005431.31.504.7

Increase: \$80,000.00

Total: \$80,000.00

Cost Code: A2ABH (End of Changes)



AMENDMENT OF SOLICITA	ATION/MODIFIC	ATION OF CONTRACT		1. CONTRAC	Contraction of the second	PAGE OF PAGE
AMENDMENT/MODIFICATION NO. P000058	Contraction of contraction states and the	REQUISITION/PURCHASE REQ. NO. E SCHEDULE	-		5. PROJE	CTNO.(If applicable)
ISSUED BY CODE		ADMINISTERED BY (Ifother than item 6)		C	ODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 11098 STE 373 199 5TH AVE FORT KNOX KY 40121-5720		See Item 6				
NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, State	e and Zip Code)	Π	9A. AMENDI	MENT OF	OLICITATION NO
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED	SEE ITEM	11)
			x			ACT/ORDER NO.
	Las and some statements		x	10B. DATED 30-Sep-2004		M 13)
ODE 316V9	THIS ITEM ONLY APP	LIES TO AMENDMENT'S OF SOLI	CIT			
The above numbered solicitation is amended as set fort				is extended.	lis not e	dended.
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a m RECEIVED ATTHE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this as provided each telegramor letter makes reference to the	eference to the solicitation and a HE RECEIPT OF OFFERS PRIC mendment you desire to change	OR TO THE HOUR AND DATE SPECIFIE an offer already submitted, such change may	ACKI D MA	NOWLEDGMEN Y RESULTIN de by telegramor	TTO BE	
2. ACCOUNTING AND APPROPRIATION D. See Schedule	ATA (If required)					
		MODIFICATIONS OF CONTRACT ORDER NO. AS DESCRIBED IN IT	1000	and the second se		
 A. THIS CHANGE ORDER IS ISSUED PURSUCONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/Coffice, appropriation date, etc.) SET FORM C. THIS SUPPLEMENT AL AGREEMENT IS 	ORDER IS MODIFIED TO TH IN ITEM 14, PURSU/	REFLECT THE ADMINISTRATI	VEO	HANGES (suc		
D. OTHER (Specify type of modification and FAR 52.212-4(c)	authority)					
. IMPORTANT: Contractor is not,	X is required to sign th	nis document and return 1	cor	pies to the issu	ing office.	1000
4. DESCRIPTION OF AMENDMENT (MODIF) where feasible.) Modification Control Number: torres 1517 WASTE WATER AND STORM WATER FOR DF MODIFICATION ADDS CLIN 085 IMCOM G-4 FII THE CONTRACT FUNDED AMOUNT IS INCREASED THE COST OF THE CONTRACT IS INCREASED	708 EW FORT KNOX, KY. NAL LIST (FRIORITY #2 F ISED BY \$414,000.00 FR	ROJECTS). OM \$45,507,420.07 to \$45,921,420	0.07.		bject matte	r
xcept as provided herein, all terms and conditions of the d 5A. NAME AND TITLE OF SIGNER (Type or JAMES BRUCE- CENERM	print)	16A. NAME AND TITLE OF CO	-		and the second se	e or print)
0	1	TEL:	DIC	EMAIL:		
SB. CONTRACTOR/OFFERER	- 30 -SEP-2015	16B. UNITED STATES OF AME BY			<u>RE</u>	CEIVE
(Signature of person authorized to sign)		(signature of Contracting O	ffice			40/0004
XCEPTION TO SF 30 BPROVED BY OIRM 11-84	30-	105-04		P	rescribed by AR (OC SERVICE
						MMISSION KENTUCKY

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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification: $\underline{P\text{-}58}$

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





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:



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- P9 LIFT STATION ELIMINATION PROJECT #9.

CLIN 0085 is added as follows:

ITEM NO 0085 EXERCISED OPTION	SUPPLIES/SERVICES CAPITAL IMPROVEME FFP IMCOM G-4 CAPITAL I FOB: Destination			UNIT PRICE \$1.00 ST PRIORITY 2	AMOUNT \$414,000.00
				NET AMT	\$414,000.00
:	SUBCLIN 008501 is added	as follows:			
ITEM NO 008501	SUPPLIES/SERVICES DESIGN & INSTALL VA FFP DESIGN & INSTALL VA FOB: Destination PURCHASE REQUEST I	ACTOR DUMPIN	Γ STATION	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN BC CIN: GFEBS0010704515	00014			\$200,000.00

SUBCLIN 008502 is added as follows:



ITEM NO 008502	SUPPLIES/SERVICES INSTALL SCADA AT LS FFP INSTALL SCADA AT LS FOB: Destination PURCHASE REQUEST N	-5538	UNIT Job 4515-0008	UNIT PRICE	AMOUNT \$0.00
	ACRN BC CIN: GFEBS00107045150	00015		NET AMT	\$0.00 \$10,000.00
ITEM NO 008503	SUBCLIN 008503 is added a SUPPLIES/SERVICES BACKUP GENERATOR FFP BACKUP GENERATOR FOB: Destination PURCHASE REQUEST N	QUANTITY AT LS-2389A & E AT LS-2389A & E	3	UNIT PRICE	AMOUNT \$0.00
	ACRN BC CIN: GFEBS00107045150	00016		NET AMT	\$0.00

SUBCLIN 008504 is added as follows:



ITEM NO 008504	SUPPLIES/SERVICES REPLACE WAS PUMPS FFP REPLACE WAS PUMPS FOB: Destination PURCHASE REQUEST N	QUANTITY JUMBER: 001070	UNIT Job 4515-0008	UNIT PRICE	AMOUNT \$0.00
	ACRN BC CIN: GFEBS00107045150	00017		NET AMT	\$0.00 \$84,000.00
S ITEM NO 008505	SUBCLIN 008505 is added a SUPPLIES/SERVICES REPLACE VORTEX DE- FFP REPLACE VORTEX DE- FOB: Destination PURCHASE REQUEST N	QUANTITY GRITTER GRITTER	UNIT Job 4515-0008	UNIT PRICE	AMOUNT \$0.00
	ACRN BC CIN: GFEBS00107045150	00018		- NET AMT	\$0.00 \$50,000.00

SUBCLIN 008506 is added as follows:



ITEM NO 008506	SUPPLIES/SERVICES QUAN	NTITY UNI Job		AMOUNT
008500	REPLACE PTB GRIT SYSTEM			\$0.00
	FFP REPLACE PTB GRIT SYSTEM (CONVEYER		
	FOB: Destination PURCHASE REQUEST NUMBE	R: 0010704515-00	08	
			NET AMT	\$0.00
	ACRN BC			\$60,000.00
	CIN: GFEBS001070451500019			
SECT	FION E - INSPECTION AND ACC	EPTANCE		
The f	ollowing Acceptance/Inspection Sch	edule was added for	or CLIN 0085:	
	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
		N/A	N/A	Government
The f	ollowing Acceptance/Inspection Sch			
	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	ACCEPT BY Government
The f	ollowing Acceptance/Inspection Sch INSPECT AT	edule was added fo INSPECT BY	or SUBCLIN 008502: ACCEPT AT	ACCEPT BY
	N/A	N/A	N/A	Government
The f	ollowing Acceptance/Inspection Sch INSPECT AT	edule was added fo INSPECT BY	or SUBCLIN 008503: ACCEPT AT	ACCEPT BY
	N/A	N/A	N/A	Government
The f				
The lo	ollowing Acceptance/Inspection Sch INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	N/A	N/A	N/A	Government
The f	ollowing Acceptance/Inspection Sch	edule was added fo	or SUBCLIN 008505	
	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
	N/A	N/A	N/A	Government
The f	ollowing Acceptance/Inspection Sch	edule was added for	or SUBCLIN 008506:	
	INSPECT AT N/A	INSPECT BY N/A	ACCEPT AT N/A	Government
	17/11	11/12	1 1/ 2 1	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 GFEBS001070451500005) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500005 has been added. The Cost Code A2ABH has been added.

SUBCLIN 008302:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500006) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500006 has been added. The Cost Code A2ABH has been added.

SUBCLIN 008303:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500007) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500007 has been added. The Cost Code A2ABH has been added.

SUBCLIN 008304:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500008) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500008 has been added. The Cost Code A2ABH has been added.

SUBCLIN 008305:

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500009) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500009 has been added. The Cost Code A2ABH has been added.

SUBCLIN 008306:



OF KENTUCKY

BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500010) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500010 has been added. The Cost Code A2ABH has been added. SUBCLIN 008307: BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500011) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500011 has been added. The Cost Code A2ABH has been added. SUBCLIN 008308: BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500012) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500012 has been added. The Cost Code A2ABH has been added. SUBCLIN 008309: BB: 0212015201520200000113131254 S.0005431.31.504.7 6100.9000021001 A2ABH (CIN GFEBS001070451500013) was increased by \$0.00 from \$0.00 to \$0.00 The contract ACRN BB has been added. The CIN GFEBS001070451500013 has been added. The Cost Code A2ABH has been added. SUBCLIN 008501: Funding on SUBCLIN 008501 is initiated as follows: ACRN: BC CIN: GFEBS001070451500014 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: GFEBS001070451500015 6100.9000021 pRECEIVED Acctng Data: 0212015201520200000113131254 S.0005431.31.504.6 Increase: \$10,000.00 2/12/2021 PUBLIC SERVICE COMMISSION

Total: \$10,000.00		
Cost Code: A2ABH		
BCLIN 008503: nding on SUBCLIN 008503 is initiated as follows:		
ACRN: BC		
CIN: GFEBS001070451500016		
Acctng Data: 0212015201520200000113131254	S.0005431.31.504.6	6100.9000021001
Increase: \$10,000.00		
Total: \$10,000.00		
Cost Code: A2ABH		
BCLIN 008504: nding on SUBCLIN 008504 is initiated as follows:		
ACRN: BC		
CIN: GFEBS001070451500017		
Acctng Data: 0212015201520200000113131254	S.0005431.31.504.6	6100.9000021001
Increase: \$84,000.00		
Total: \$84,000.00		
Cost Code: A2ABH		
BCLIN 008505: nding on SUBCLIN 008505 is initiated as follows:		
ACRN: BC		
CIN: GFEBS001070451500018		
Acctng Data: 0212015201520200000113131254	S.0005431.31.504.6	6100.9000021001
Increase: \$50,000.00		
Total: \$50,000.00		
Cost Code: A2ABH		
BCLIN 008506: nding on SUBCLIN 008506 is initiated as follows:		RF
ACRN: BC		
		DI



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)



			1. CONTRA	CTID CODE	PAGE OF PAGES
AMENDMENT OF SOLICIT	AIUNAUDI	ACATION OF CONTRACT		J	1 5
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	TNO (Ifapplicable)
P00059	01-Jul-2016	SEE SCHEDULE			
S. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX		See Item 6			
BLDG 1109B STE 373					
199 6TH AVE FORT KNOX KY 40121-5720					
3. NAME AND ADDRESS OF CONTRACTOR	No Great County	State and Zin Cade)	1 I 9A. AMENI	MENT OF S	OLICITATION NO.
HARDIN COUNTY WATER DISTRICT 1	· (110., 011000, 00000, ,	State and Zip Coury		<u>.</u>	
1400 ROGERSVILLE RD RADCUFF KY 40160-9343		,	9B. DATED	(SEE ITEM 1	11)
		,	LIDA MOD.	OF CONTRA	CT/ORDER NO.
		!	···· • • ·······		CT/ORDER NO.
			4 1	D (SEE ITEM	A 13)
CODE 316V9	IFACILITY CO		X 30-Sep-200	4	
		APPLIES TO AMENDMENTS OF SOLI			
The above numbered solicitation is arrended as set fo		• •	is extended,	is not ext	engea.
Offer must acknowledge receipt of this amendment per (a) By completing items 8 and 15, and returning		ecified in the solicitation or as amended by one of ent; (b) By acknowledging receipt of this amendma	-		£
or (c) By separate letter or telegram which includes a	a reference to the solicitation	n and amendment numbers. FAILURE OF YOUR	ACKNOWLEDGME		,
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this				-lattar	
provided each telegramor letter makes reference to the				riener,	
2. ACCOUNTING AND APPROPRIATION I	DATA (If required)				
See Schedule	- · · ·				
		TO MODIFICATIONS OF CONTRACT			
	·····	CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO, IN ITEM 10A		authority) THE CHANGES SET FORTH	I IN ITEM 14 AK	E MADE IN	THE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR				ich as changes	in paying
CC. THIS SUPPLEMENTAL AGREEMENT			1K 43. 10.3(B).		
FAR 52.241-7					
D. OTHER (Specify type of modification an	id authority)				
		· · · · · · · · · · · · · · · · · · ·	i the for	· _ 08'	
E. IMPORTANT: Contractor is not,	X is required to si	ign this document and return	copies to the iss	uing orrice.	
14. DESCRIPTION OF AMENDMENT/MODI	FICATION (Organize	d by UCF section headings, including solid	citation/contract	subject matter	
where feasible.) Modification Control Number: skeet[161	1064				
OPERATION OF WASTE WATER AND STOR	MWATER UTILITY SY	STEMS, FORT KNOX, KY			
		Lat 500 004 0000			
CONTRACT ADMINISTRATOR: LORALY N.D.	SKEELERS.UV @IVINIL	MIL, 502-024-0802			
Except as provided herein, all terms and conditions of the		n9A or 10A, as heretofore changed, remains unch	anged and in full force	and effect.	
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CO			e or print)
Brett Pules for Jim B	Bruce, Gen. N			y signed by	
15B. CONTRACTION/OFFEROR	115C. DATE SIGNE	ED 16B UNITED STATES OF AME			1230397940 10040140181800NED
Q. H. O.M.)			TO AO OU=PK	DU-USA,	
(Signature of person authorized to sign)	- 22-Jun-2	Signature of Contracting Of	and the second	E <u>5. (AN ES.</u> RCD) 016.06.27 T1:21:	NEY1230.9740
EXCEPTION TO SF 30	<u></u>	30-105-04			50BM 30 (Rev. 10-8)
APPROVED BY OIRM 11-84		30-103-04		Prescribed by	612/2021
				FAR (48 CFR)	
					MMISSION
			I	OF	KENTUCKY

.

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 0086	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$235,959.06	AMOUNT \$2,831,508.72
0000	Contract Year 12 for Wast FFP FFP Monthly Charge to Pr Water System Service in A and Work Statement for Po =\$2,831,508.72 FOB: Destination	e Water rovide Storm Wate Accorcance with So	er Utility Syster ection C, Descr	n Service & Waste iptions, Specifications,	Ψ2,031,500.72
				NET AMT	\$2,831,508.72
ITEM NO 008601	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY16 Funds FFP				
	FOB: Destination PURCHASE REQUEST N	NUMBER: 001086	58114		
				NET AMT	\$0.00
	ACRN BD CIN: GFEBS00108681140	00001			\$943,836.24
ITEM NO 008602	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
000002	FY17 Funds FFP				\$0.00
	FOB: Destination				
					¢0.00



\$0.00



ITEM NO 0087	SUPPLIES/SERVICES Contract Year 12 for Storm FFP FFP Monthly Charge to Provide System Service in Accorca Work Statement. For the P =\$477,792.00 FOB: Destination	e Storm Water Utili nce with Section C	, Descriptions, S	Specifications, and	AMOUNT \$477,792.00
				NET AMT	\$477,792.00
ITEM NO 008701	SUPPLIES/SERVICES FY16 Funds FFP FOB: Destination PURCHASE REQUEST N	QUANTITY IUMBER: 0010868	UNIT Months 3114	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEBS00108681140	00002			\$159,264.00
ITEM NO 008702	SUPPLIES/SERVICES FY17 Funds FFP FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00



					ruge i ore
ITEM NO 0088	SUPPLIES/SERVICES Wilson Range Sewer Year FFP Amortized over a 10 year contract. 120 Fixed month	payback in accord ly payments @ \$1,	UNIT Each ance with Para 776.30/mth=\$	UNIT PRICE \$1,776.30 agraph C.11 of the \$213,156.00 or	AMOUNT \$21,315.60
	\$21,315.60 per year. YEA FOB: Destination PURCHASE REQUEST N		8114		
				NET AMT	\$21,315.60
ITEM NO 008801	SUPPLIES/SERVICES FY16 Funding FFP FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	PURCHASE REQUEST N	NUMBER: 001086	8114		
				NET AMT	\$0.00
	ACRN BD CIN: GFEBS00108681140	00003			\$7,105.20
ITEM NO 008802	SUPPLIES/SERVICES FY17 Funding FFP FOB: Destination	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
Ассон	unting and Appropriation				
Sumn	nary for the Payment Office				
	As a result of this modificati \$48,681,904.07 to \$49,792,1		l amount for t	his document was increased b	RECEIVED
	CLIN 008601: ng on SUBCLIN 008601 is	initiated as follows	5:		2/12/2021
					PUBLIC SERVICE

PUBLIC SERVICE COMMISSION OF KENTUCKY ACRN: BD

CIN: GFEBS001086811400001		
Acctng Data: 0212016201620200000113131233	S.0005431.31.504.6	6100.0124021001
Increase: \$943,836.24		010000121021001
Total: \$943,836.24		
Cost Code: A2ABH		
BCLIN 008701: Iding on SUBCLIN 008701 is initiated as follows:		
ACRN: BD		
CIN: GFEBS001086811400002		
Acctng Data: 0212016201620200000113131233	S.0005431.31.504.6	6100.0124021001
Increase: \$159,264.00		
Total: \$159,264.00		
Cost Code: A2ABH		
BCLIN 008801: Iding on SUBCLIN 008801 is initiated as follows:		
ACRN: BD		
CIN: GFEBS001086811400003		
Acctng Data: 0212016201620200000113131233	S.0005431.31.504.6	6100.0124021001
Increase: \$7,105.20		
Total: \$7,105.20		
Cost Code: A2ABH		



				J	1
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicabl
P00060	29-Jul-2016	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 CONTRACTO	OR (No., Street, County,	State and Zip Code)	1 9	A. AMENDMENT OF SC	DLICITATION
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9	B. DATED (SEE ITEM 1	1)
			_	0A. MOD. OF CONT RAC V9124D-05-C-0017	
				OB. DATED (SEE ITEM	13)
CODE 316V9	FACILITY COL		- A A_+++	0-Sep-2004	
The above numbered solicitation is amended as se	······································	PPLIES TO AMENDMENTS OF SOL		rions extended. is not exte	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	es a reference to the solicitation R THE RECEIPT OF OFFERS his amendment you desire to cha	PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ACKNO ED MAY be made	WLEDGMENT TO BE RESULT IN by telegram or letter,	
12. ACCOUNTING AND APPROPRIATIO See Schedule				• 	
	ITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	S'ORE	DERS.	
	ODIFIES THE CONTRAC	CT/ORDER NO. AS DESCRIBED IN IT	EM 14	L	
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 1 B. THE ABOVE NUMBERED CONTRACT Office appropriation data ata SET. E	OA.	- ·	IVE CH	IANGES (such as changes	
X C. THIS SUPPLEMENTAL AGREEMEN FAR 52.212-4(C) CHANGES			AIX 45.	(0 <u>5(0</u>).	
D. OTHER (Specify type of modification	and authority)			<u> </u>	
E. IMPORTANT: Contractor is not	X is required to sig	gn this document and return 1	copie	es to the issuing office.	·
 DESCRIPTION OF AMENDMENT/MO where feasible.) Modification Control Number: skeett1 WASTE WATER FOR DPW, FORT KNOX, I 	61256	l by UCF section headings, including sol	icitatio	n/contract subject matter	,,,
CONTRACT ADMINISTRATOR: LORALYN	D.SKEETERS.CIV@MAIL.	MIL 502-624-6862			
Except as provided herein, all terms and conditions of	he document referenced in Item	9A or 10A, as heretofore changed, remains unch	anged ar	d in full force and effect.	
Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Typ	· ····································	19A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF C CATHY A. ROGERS / CONTRACTING OF	ONT RA	ACTING OFFICER (I ype	
15A. NAME AND TITLE OF SIGNER (Typ	e or print)	16A. NAME AND TITLE OF C CATHY A ROGERS/CONTRACTING OF TEL: 502-624-3952	ONTRA FICER	ACTINC OFFICER (Type	
	· ····································	16A. NAME AND TITLE OF C CATHY A ROGERS/CONTRACTING OF TEL: 502-624-3952	ONT RA	ACTINCOFFICER (1 ype EMAIL: ctrog comit	EL VE
15A. NAME AND TITLE OF SIGNER (Typ	e or print)	16A. NAME AND TITLE OF C CATHY A ROGERS / CONTRACTING OF TEL: 502-624-3952 D 16B. UNITED STATES OF AMD	ONT RA	ACTINCOFFICER (1 ype EMAIL: ctrog comit	E DATE SIG 29/20/20/16

(

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	"NO.(Ifapplicable)
	29-Jul-2016	SEE SCHEDULE			
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item6)		CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 11098 STE 373 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6			
8. NAME AND ADDRESS OF CONTRACTO	R (No., Street, County,	State and Zip Code)	9A. AM	ENDMENT OF SC	DLICITATION N
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		, , ,	9B. DAT	ED (SEE ITEM 1	11)
				D. OF CONTRA +05-C-0017	
			10B. DA X 30-Sep-	TED (SEE ITEM	[13]
CODE 316V9	IFACILITY CO	DE APPLIES TO AMENDMENTS OF SOLI		2004	
The above numbered solicitation is amended as set			is extended	, is not ext	ended.
RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegramor letter makes reference to 12. ACCOUNT ING AND APPROPRIATION	is amendment you desire to ch the solicitation and this amer	ange an offer already submitted, such change may	be mide by teleg	mmor letter,	
13. THIS	ITEM APPLIESONLY	TO MODIFICATIONS OF CONTRACT	S/ORDERS.		
		CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	RSUANT TO: (Specify A.	authority) THE CHANGESSET FORTH	1 IN ITEM 14	ARE MADE IN	(HE
B. THE ABOVE NUMBERED CONTRAC		D TO REFLECT THE ADMINISTRATI RSUANT TO THE AUTHORITY OF FA		S (such as changes	in paying
X C. THIS SUPPLEMENT AL AGREEMENT FAR 52.212-4(C) CHANGES			<u></u>		
D. OTHER (Specify type of modification a	nd authority)				
E. IMPORTANT: Contractor is not,	X is required to si	ign this document and return 1	copies to the	e issuing office.	
14. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: skeetin WASTE WATER FOR DPW, FORT KNOX, K	61256	d by UCF section headings, including soli	citation/contra	aot subject matter	
CONTRACT ADMINISTRATOR: LORALYN.	D.SKEETERS.CIV@MAIL	ML 502-624-6862			
-					
			meed and in fuil	force and effect	
Except as provided herein, all terms and conditions of 1	he document referenced in Iter	n9A or 10A, as heretofore changed, remains much			
15A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CO		3 OFFICER (Type	> or print)
15A. NAME AND TITLE OF SIGNER (TYPE JAMES BRULE - GENE 15B. CONTRACTOR/OFFEROR	RAL MANABE	16A. NAME AND TITLE OF CO TEL: ED 16B. UNITED STATES OF AME	EMAIL:	3 OFFICER (Type	e or print) 6C, I ATE SGM
15A. NAME AND TITLE OF SIGNER (TYPE JAMES BRULE - GENE	RAL MANABE	16A. NAME AND TITLE OF CO TEL: ED 16B. UNITED STATES OF AME	EMAIL: CRICA	RE	* or print) 6C. I AT E Skiff 0/1 2/2 021 *ORM 30 (Kev. 1

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W9124D-05-C-0017 P00060 Page 2 of 3

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 0086	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$235,599.75	AMOUNT \$2,827,197.00				
	Contract Year 12 for Waste Water								
	FFP FFP Monthly Charge to Pr Water System Service in A and Work Statement for P =\$2,831,508.72 FOB: Destination	Accorcance with S	ection C, Descri	iptions, Specifications,					
				NET AMT	\$2,827,197.00				
ITEM NO 008601	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00				
	FY16 Funds FFP								
	FOB: Destination PURCHASE REQUEST	NUMBER: 00108	68114						
				NET AMT	\$0.00				
	ACRN BD CIN: GFEBS0010868114	00001			\$942,399.00				
Acco	ounting and Appropriation								
Sum	mary for the Payment Office								
As a result of this modification, the total funded amount for this c \$49,792,109.51 to \$49,790,672.27.				nis document was decreased by					
	,				2/12/2021				
					PUBLIC SERVICE COMMISSION OF KENTUCKY				

SUBCLIN 008601:

BD: 0212016201620200000113131233 S.0005431.31.504.6 6100.0124021001 A2ABH (CIN GFEBS001086811400001) was decreased by \$1,437.24 from \$943,836.24 to \$942,399.00



2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PR(JECTNO (Ifapplicable)
P00061	07-Sep-2016	SEE SCHEDULE		
6. ISSUED BY COD		7. ADMINISTERED BY (If other than item 6)	CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 373 139 6TH AVE FORT KNOX KY 40121-5720		See Item 6		
8. NAME AND ADDRESS OF CONTRACT	OR (No Street County	State and Zin Code)	9A. AMENDMENT (F SOLICITATION
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	on (110., 1100, 00 mily,		9B. DATED (SEE IT)	
			X 10A. MOD. OF CONT W9124D-05-C-0017 10B. DATED (SEE I	· · · · · · · · · · · · · · · · · · ·
CODE 316V9	FACILITY CO		X 30-Sep-2004	1 Elvi 13)
		APPLIES TO AMENDMENTS OF SOLU		······································
(a) By completing Itens 8 and 15, and returning or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED F REJECTION OF YOUR OFFER. If by virtue of	copies of the amendme des a reference to the solicitation OR THE RECEIPTOF OFFERS this amendment you desire to ch	cified in the solicitation or as amended by one oft nt; (b) By acknowledging receipt of this amendma and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may dment, and is received prior to the opening hour a	ent on each copy of the offer subm ACKNOWLEDGMENT TO BE D MAY RESULT IN be made by telegram or letter,	itted;
12. ACCOUNTING AND APPROPRIATIO				
See Schedule	(11 10 quitous			
		TO MODIFICATIONS OF CONTRACT		
		CT/ORDER NO. AS DESCRIBED IN IT authority) THE CHANGES SET FORTH		
C. THIS SUPPLEMENTAL AGREEME X D. OTHER (Specify type of modificatio	FORTH IN ITEM 14, PUR NT IS ENTERED INTO P	SUANT TO THE AUTHORITY OF FA URSUANT TO AUTHORITY OF:		nges in paying
DFAR 252.232-7007 LIMITATION OF TH				
E. IMPORTANT: Contractor X is no	is required to si	gn this document and return	copies to the issuing offic	e.
14. DESCRIPTION OF AMENDMENT/Me where feasible.) Modification Control Number: skeet			itation/contract subject ma	ttter
CONTRACT ADMINISTRATOR: LORALYN	LD.SKEETERS.CN@MAIL	MIL 502-624-6862		
	I.D. SKEETERS. CW @MAIL.	MIL 502-624-6862		
	of the document referenced in Iter			Гуре or print)
CONTRACT ADMINISTRATOR: LORALYN Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Ty	of the document referenced in Iter pe or print)	19A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CO ERICKA L AZZARELLO/CONTRACTING O TEL: 502-624-1723	DNTRACTING DFFICER (DFFICER EMAIL: enix mazza eno.d	
CONTRACT ADMINISTRATOR: LORALYN Except as provided herein, all tenns and conditions of 15A. NAME AND TITLE OF SIGNER (Ty 15B. CONTRACT OR/OFFEROR	of the document referenced in Item ope or print)	19A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CO ERICKA L AZZARELLO/CONTRACTING O TEL: 502-624-1723 ED 16B. UNITED STATES OF AME BY	DINTRACTING DFFICER (DFFICER EMAIL: en received RICA	
CONTRACT ADMINISTRATOR: LORALYN Except as provided herein, all terms and conditions of 15A. NAME AND TITLE OF SIGNER (Ty	of the document referenced in Item ope or print)	19A or 10A, as heretofore changed, remains uncha 16A. NAME AND TITLE OF CC ERICKA L AZZARELLO/CONTRACTING C TEL: 502-624-1723 ED 16B. UNITED STATES OF AME	DINTRACTING DFFICER (DFFICER EMAIL: en rezerender RICA	

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):

SubCLIN	FY16 FUNDS
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 0086	SUPPLIES/SERVICES Contract Year 12 for Wast FFP FFP Monthly Charge to Pr Water System Service in A and Work Statement for P =\$2,831,508.72 FOB: Destination	rovide Storm Wate Accorcance with Se	ection C, Desci	riptions, Specifications,	AMOUNT \$2,827,197.00
				NET AMT	\$2,827,197.00
ITEM NO 008601	SUPPLIES/SERVICES FY16 Funds FFP FOB: Destination PURCHASE REQUEST 1	QUANTITY NUMBER: 001086	UNIT 58114-0004	UNIT PRICE	AMOUNT \$0.00
	ACRN BD CIN: GFEBS0010868114	00001		NET AMT	\$0.00 \$1,177,998.75



						-
1	ITEM NO 0087	SUPPLIES/SERVICES	QUANTITY 12	UNIT	UNIT PRICE \$39,816.00	AMOUNT \$477,792.00
		Contract Year 12 for Storr FFP FFP Monthly Charge to Provid System Service in Accorca Work Statement. For the P =\$477,792.00 FOB: Destination	e Storm Water Uti ince with Section	C, Description:	rvice & Waste Water s, Specifications, and	
					NET AMT	\$477,792.00
	ITEM NO 008701	SUPPLIES/SERVICES FY16 Funds FFP FOB: Destination	QUANTITY	UNIT Months	UNIT PRICE	AMOUNT \$0.00
		PURCHASE REQUEST 1	NUMBER: 001086	58114-0004		
~					NET AMT	\$0.00
\prec		ACRN BD CIN: GFEBS0010868114	00002			\$199,080.00
	ITEM NO 0088	SUPPLIES/SERVICES Wilson Range Sewer Year FFP Amortized over a 10 year contract. 120 Fixed month \$21,315.60 per year. YEA FOB: Destination PURCHASE REQUEST 1	payback in accord ly payments @ \$1 AR 5.	,776.30/mth=\$		AMOUNT \$21,315.60
		(
					NET AMT	\$21 315 60

NET AMT

\$21,315.60



W9124D-05-C-0017 P00061 Page 4 of 4

					1 480 1 01 1
ITEM NO 008801	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY16 Funding FFP				
	FOB: Destination PURCHASE REQUEST	NUMBER: 00108	58114-0004		
				NET AMT	\$0.00
	ACRN BD				\$8,881.50
	CIN: GFEBS0010868114	00003			
Sum	nary for the Payment Office				
	result of this modification, t 790,672.27 to \$50,067,864.3		ount for this do	ocument was increased by \$277	,192.05 from
SUB	CLIN 008601:				
	BD: 021201620162020000 BS001086811400001) was			604.6 6100.0124021001 A2/ 642,399.00 to \$1,177,998.75	ABH (CIN
SUB	CLIN 008701:				
	BD: 021201620162020000 BS001086811400002) was			504.6 6100.0124021001 A2/ 59,264.00 to \$199,080.00	ABH (CIN
SUB	CLIN 008801:				
	BD: 021201620162020000 BS001086811400003) was			504.6 6100.0124021001 A2/ 05.20 to \$8,881.50	ABH (CIN



ΑΜΕΝΙΝΜΕΝΤ Ο Ε SOI ΙΟΙΤΑΤΙΟΝ/ΜΟΒΙΕΙCΑΤΙΟΝ Ο Ε CONTRACT				1. CONTRACT ID CODE		PAGE O	OF PAGES
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				J		1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	NO.(Ifapplic	cable)
P00062	30-Sep-2016	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
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 (HARDIN COUNTY WATER DISTRICT 1	No., Street, County, S	tate and Zip Code)	9	9A. AMENDMI	ENT OF SOL	LICITATI	ION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			!	9B. DATED (SE	EE ITEM 11))	
				10A. MOD. OF W9124D-05-C-			NO.
				10B. DATED (SEE ITEM 1	3)	
CODE 316V9	FACILITY COD			30-Sep-2004			
		PPLIES TO AMENDMENTS OF SOLIO		-			
The above numbered solicitation is amended as set forth	in Item 14. The hour and o	late specified for receipt of Offer	i	is extended,	is not exten	ded.	
Offer must acknowledge receipt of this amendment prio							
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re		t; (b) By acknowledging receipt of this amendme and amendment numbers FAILURE OF YOUR 4					
RECEIVED AT THE PLACE DESIGNATED FOR TH					IO DE		
REJECTION OF YOUR OFFER. If by virtue of this an					ter,		
provided each telegram or letter makes reference to the		ment, and is received prior to the opening hour a	ind dat	te specified.			
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule			~~~~				
		O MODIFICATIONS OF CONTRACT: T/ORDER NO. AS DESCRIBED IN ITI					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.					IADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					as changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT IS			R +5.	.105(B).			
X D. OTHER (Specify type of modification and a DFARS 252.232-7007 LIMITATION OF THE G		GATION					
E. IMPORTANT: Contractor X is not,	_	n this document and return	con	ies to the issuing	office		
			1		<i>.</i>		
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: skeet11616 WASTE WATER AND STORM WATER MAINTE	50		itatio	on/contract subj	ect matter		
CONTRACT ADMINISTRATOR: LORALY N.D.SK	KEETERS.CIV@MAIL.I	VIIL 502-624-6862					
Except as provided herein, all terms and conditions of the do	cument referenced in Items	A or 10A, as heretofore changed, remains uncha	nged a	and in full force and	effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO	NTR	ACTING CFFR	ЕК (Туре	r prn ()	
			FFICE				
		TEL: 502-624-1723		EMAIL: erick I.azz			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	a description of the second		zarell	2/180	2/2021	SIGNED
		BY Eartha RI	\sim		PUBLIC)-Sep_20/1	16-⊑
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		0014	MISCIN I	N
EXCEPTION TO SF 30	3	80-105-04			NDARD FO		
APPROVED BY OIRM 11-84					scribed by 65.		x 1

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

CIN: GFEBS001086811400001

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 0086	SUPPLIES/SERVICES	QUANTITY 12	UNIT Months	UNIT PRICE \$235,599.75	AMOUNT \$2,827,197.00
	Contract Year 12 for Wast FFP	te Water			
	FFP Monthly Charge to Pr Water System Service in A and Work Statement for P =\$2,831,508.72 FOB: Destination	Accorcance with Se	ection C, Descr	iptions, Specifications,	
				NET AMT	\$2,827,197.00
ITEM NO 008601	SUPPLIES/SERVICES FY16 Funds FFP FOB: Destination PURCHASE REQUEST N	QUANTITY	UNIT 58114-0004	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN BD				\$2,827,197.00



W9124D-05-C-0017 P00062 Page 3 of 4

ITEM NO 0087	SUPPLIES/SERVICES Contract Year 12 for Storm FFP FFP Monthly Charge to Provid System Service in Accorca Work Statement. For the P =\$477,792.00 FOB: Destination	e Storm Water Util ance with Section (C, Descriptions	s, Specifications, and	AMOUNT \$477,792.00
				NET AMT	\$477,792.00
ITEM NO 008701	SUPPLIES/SERVICES FY16 Funds FFP FOB: Destination PURCHASE REQUEST N	QUANTITY NUMBER: 001086	UNIT Months 8114-0004	UNIT PRICE	AMOUNT \$0.00
				NET AMT	\$0.00
	ACRN BD CIN: GFEBS00108681140	00002			\$477,792.00
ITEM NO 0088	SUPPLIES/SERVICES Wilson Range Sewer Year FFP Amortized over a 10 year contract. 120 Fixed month \$21,315.60 per year. YEA FOB: Destination PURCHASE REQUEST N	payback in accord ly payments @ \$1, .R 5.	,776.30/mth=\$		AMOUNT \$21,315.60
				NET AMT	\$21,215,60

NET AMT

\$21,315.60



\$21,315.60

ITEM NO 008801	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00
	FY16 Funding				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST N	NUMBER: 0010868	3114-0004		
				NET AMT	\$0.00

ACRN BD CIN: GFEBS001086811400003

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 GFEBS001086811400001) 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 GFEBS001086811400002) 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 GFEBS001086811400003) was increased by \$12,434.10 from \$8,881.50 to \$21,315.60



AMENDMENT OF SOLICIT	ATION/MODIF	FICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE O	OF PAGES
		1		J	-	1	4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	IO.(Ifapplio	cable)
P00063	15-May-2017	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		COI	DE		
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 HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD	(No., Street, County,	State and Zip Code)	9	9A. AMENDM	ENT OF SOL	ICITATI	ION NO.
RADCLIFF KY 40160-9343				9B. DATED (S			
				10A. MOD. OF W9124D-05-C-			: NO.
CODE 316V9	FACILIT Y COI	DE		30-Sep-2004			
		APPLIES TO AMENDMENTS OF SOLIO		•			
The above numbered solicitation is amended as set for	h in Item14. The hour and	date specified for receipt of Offer	i	is extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prior (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this and provided each telegramor letter makes reference to the	copies of the amendment eference to the solicitation HE RECEIPT OF OFFERS mendment you desire to cha	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may b	nt on ACKN D MA D mad	each copy of the of OWLEDGMENT Y RESULT IN le by telegramor let	TO BE		
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)						
See Schedule							
		TO MODIFICATIONS OF CONTRACTS CT/ORDER NO. AS DESCRIBED IN ITH					
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify a	authority) THE CHANGES SET FORTH	IN I	TEM 14 ARE N			
B. THE ABOVE NUMBERED CONTRACT/(office, appropriation date, etc.) SET FOR	ΓΗ IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
X C. THIS SUPPLEMENT AL AGREEMENT IS FAR 52.212-4(c)	SENTERED INTO PU	URSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	authority)						
E. IMPORTANT: Contractor is not,	X is required to sig	gn this document and return	copi	ies to the issuing	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: stjohnk176 Waste Water for Fort Knox, KY Modification to de-obligate funds on the follow CLIN 008310 - \$16,302.40 CLIN 008311 - \$4,204.30 CLIN 008503 - \$10,000.00 CLIN 008506 - \$7,166.00 	69	l by UCF section headings, including solic	itatic	on/contract subj	ect matter		
Modification to re-use irrigation system. The for CLIN 0089 - Cost added - \$10,652.28 CLIN 008901 - Funding for two months in the	-			_			
Except as provided herein, all terms and conditions of the d		19A or 10A, as heretofore changed, remains unchan	nged a	and in full force and	effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO KERRY A. ST JOHN / CONTRACTING OFFIC TEL: 502.624.1493	NT R CER	ACTING OF FU EMAIL: kerrya.stjo		r prn)	'ED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	D 16B. UNITED STATES OF AMER BY $Hums 2$	57	Josh	2/180	2/2021 - Serre	
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		0014		
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Pres	ANDARD FO scribed by CS. R (48 CFR) 5	NTUC	

			1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	ATION/MODIFI	ICATION OF CONTRACT	J		1 4
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	NO.(Ifapplicable)
	15-May-2017	SEE SCHEDULE			
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	СО	DE	
MISSION AND INSTALLATION CONTRACTING CMD					
MICC FORT KNOX BLDG 1109B STE 373		See Item 6			
199 6TH AVE					
FORT KNOX KY 40121-5720					
NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	tate and Zip Code)	9A. AMENDM	ENT OF SO	LICITATION NO.
1400 ROGERSVILLE RD			9B. DATED (S	EE ITEM 1	1)
RADCLIFF KY 40160-9343					~~~
			X 10A. MOD. OF W9124D-05-C	CONTRAC	CT/ORDER NO.
			10B. DATED		
ODE 316V9	FACILITY COD	E	X 30-Sep-2004		10)
		PPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
The above numbered solicitation is amended as set fort	n in Item 14. The hour and d	ate specified for receipt of Offer	is extended,	is not exte	nded.
Offer must acknowledge receipt of this amendment price	r to the hour and date specif	fied in the solicitation or as amended by one of t	he following methods:		
(a) By completing Items 8 and 15, and returning	•	; (b) By acknowledging receipt of this amendme	•	ffer submitted;	
or (c) By separate letter or telegram which includes a re				TO BE	
RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this ar				tter	
provided each telegram or letter makes reference to the					
2. ACCOUNTING AND APPROPRIATION DA	ATA (If required)				
See Schedule	2007 16 (160)				
		O MODIFICATIONS OF CONTRACTS			
		T/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify au	thority) THE CHANGES SET FORTH	IN ITEM 14 ARE I	MADE IN T	HE
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FA		as changes i	n paying
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and	authority)				
D. OTTER(Speeny type of mouncation and	authority)				
. IMPORTANT: Contractor is not,	X is required to sign	this document and return	copies to the issuin	g office.	
 DESCRIPTION OF AMENDMENT/MODIFI where feasible.) 	CATION (Organized I	by UCF section headings, including solic	itation/contract sub	ject matter	
Modification Control Number: stjohnk176 Waste Water for Fort Knox, KY	69				
Modification to de-obligate funds on the follow	ing 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 fo	blowing CLIN is added	to the contract			
CLIN 0089 - Cost added - \$10,652.28 CLIN 008901 - Funding for tw o months in the a	amount of \$1 775 38				
ccept as provided herein, all terms and conditions of the d	and the second		-		
5A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO	NT KACTING OFF	CER (Type	
JAMES BRUCE-GENERAL	MANABZIC	TEL:	EMAIL:	KF(JEIVE
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMEI	RICA	16	C. DATE SIGNED
Jamps Aua	16-MAY-20	BY		2	2/12/2021
(Signature of person authorized to sign)	10 1011-001	(Signature of Contracting Of			
XCEPTION TO SF 30	3	0-105-04	ST	ANDARDE	
APPROVED BY OIRM 11-84			Pr FA	scribed by Co R (48 CFB)	MMISSION

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

N/A

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:

`	CENV 0007 Is added as 10110	ws.							
ITEM NO 0089	SUPPLIES/SERVICES Re-use Irrigation System FFP YR 12 - Re-use irrigation FOB: Destination	12Months\$887.69se Irrigation System2 - Re-use irrigation system. Monthly rate of \$887.69 for twelve months.							
				NET AMT	\$10,652.28				
Ś	SUBCLIN 008901 is added	as follows:							
ITEM NO 008901	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$0.00				
000701	FY 17 Funding FFP FY 17 Funding FOB: Destination PURCHASE REQUEST 1	NUMBER: 00110	26307		\$0.00				
				NET AMT	\$0.00				
	ACRN BE CIN: GFEBS0011026307	00010			\$1,775.38				
SECT	TION E - INSPECTION AN	ID ACCEPTANC	E						
The f	ollowing Acceptance/Inspec INSPECT AT	ction Schedule was		N 0089: CEPT AT	RECEIVED				

N/A

N/A



The following Acceptance/Inspection Schedule was added for SUBCLIN 008901:

INS	PECT 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 GFEBS001070451500005) 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 GFEBS001070451500006) 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 GFEBS001070451500016) 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 GFEBS001070451500019) 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: GFEBS001102630700010

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



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 Addision, 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 12^{th} 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 Fixed Asset replacements
\$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)
0.3	38%	Percent Increase to current monthly fee



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,

Blue

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 / Replacen		. Soncut																									
(Revised, November 2016)	_																										
		1.752628%	= Govt Allowe	d Inflat	tion Rate																						
Item / Asset	-	00	Useful Life		1	2	3	<u>4</u>	<u>5</u>	<u>6</u>	7	8	9	<u>10</u>	<u>11</u>	<u>12</u>	<u>13</u>	<u>14</u>	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>	<u>19</u>	<u>20</u>	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
- 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 \$	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	\$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		\$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
- 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
 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
			= Total Asset																								
		17.4%	= % Assets re	placed	d of FV over	38 yea	Irs																				



PUBLIC SERVICE COMMISSION OF KENTUCKY

A - Fixed Asset Cost / Replacem	ent S	Schedu	ule																	
(Revised, November 2016)																				
	1	.752628%	= Govt Allowe	H C																
Item / Asset		00	Useful Life	24	25	<u>26</u>	27	<u>28</u>	29	<u>30</u>	<u>31</u>	32	33	<u>34</u>	<u>35</u>	<u>36</u>	37	38	Total	
- Main building	\$	26,180	53	\$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	\$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	\$27,022	\$84,868	
 Amiad Self-Cleaning Filter, ABF-8000 	\$	33,356	25	\$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			
- 12-inch gate valve (3)	\$	5,400	50	\$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	
	\$		= Total Asset																	= Asset Recovery \$ / Month
	1	17.4%	= % Assets re	1																= O&M Cost / Month
																				= Total Monthly Fee
	1								1										\$ 19,330	= Total Annual Fee



PUBLIC SERVICE COMMISSION OF KENTUCKY

B - Irrigation System O&M Estimated Costs

(Revised, November 2016)

(Nevised, November 2010)						Total \$											
Task / Item		Labor+OH \$	Ann-Qty	Hrs Ea.		Labor	Equip	Equip \$/Hr	1	Equip \$	Su	pplies \$		Total Cost		Add G&A	
Pump Station Structure:		<u> </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
Pump Station Equipment:																	
Pump/valves/internal piping Repairs	\$	40.19	0.14	16.00	\$	92	MCS Vehicle	•		21	\$	1,500			\$	342	
Control panels maintenance (breakers, etc)	\$	40.19	0.20	8.00	\$	64	MCS Vehicle	+ • • • •	\$		\$	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
Transmission Main:																	
System drain, air purge, winterization	\$	25.04	1.00	6.00	\$	150	Util Truck			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)			75			\$	75	\$	78	
Main break repairs (Added Equip)		N/A	0.33	12.00	\$	-	BH Trailer	+		7			\$	7	\$	7	
Valve exercising / repairs (3-12", air relief)	\$	25.04	0.50	2.00	\$	25	Util Truck	\$9.31	\$	9	\$		\$	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	գ \$		N/A N/A			-	ф \$	-	ф \$	8,363		8,731	
Sub-Contractor Monthly Sampling	Φ	090.92	12.00	1.00	Φ	8,363	IN/A	\$0.00	Φ	-	φ	-	Φ	0,303	\$ \$	9,055	< Item Sub-Total
															Φ	9,055	< nem Sub-10tal

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			Annual	Annual	Gross	Interest	Interest	Ending
Year	O&M Cost	R&R Cost	Cost	Revenues	Income	Income	Expense	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 SOL	TTATIONMODE	FICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGE
AMENDMENT OF SOLIO	LITATION/MODI	FICATION OF CONTRACT		J	1 6
AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	-	5. PROJEC	TNO.(Ifapplicable)
00064	19-Jun-2017	SEE SCHEDULE		100 stores los	
SSUED BY COI	DE W9124D	7. ADMINISTERED BY (If other than item 6)		CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1108B STE 373 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6			ine "
NAME AND ADDRESS OF CONTRACT	TOR (No., Street, County	, State and Zip Code)		9A. AMENDMENT OF S	OLICITATION NO
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		and the second		9B. DATED (SEE ITEM	11)
		the second s	x	10A. MOD. OF CONTRA W9124D-05-C-0017	CT/ORDER NO.
				10B. DATED (SEE ITEN	4 13)
DDE 316V9	FACILITY CO	DE	X	00 000 200.	
The above numbered solicitation is amended as		APPLIES TO AMENDMENTS OF SOLIC	JT	ATIONS is extended, is not ext	1
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which inclu RECEIVED AT THE PLACE DESIGNATED REJECTION OF YOUR OFFER. If by virtue o	copies of the amender ides a reference to the solicitatio FOR THE RECEIPT OF OFFER fthis amendment you desire to cl	ecified in the solicitation or as amended by one of th tent; (b) By acknowledging receipt of this amendment n and amendment numbers. FAILURE OF YOUR A S PRIOR TO THE HOUR AND DATE SPECIFIED hange an offer already submitted, such change may b ndment, and is received prior to the opening hour ar	ACK	n each copy of the offer submitted NOWLEDGMENTTO BE AY RESULT IN ade by telegram or letter,	
ACCOUNTING AND APPROPRIATIO			-	Salution and the	
See Schedule	ISITEM ADDI IEC ONT	TO MODIFICATIONS OF CONTRACTS		PDEPS	
		TO MODIFICATIONS OF CONTRACTS			
CONTRACT ORDER NO. IN ITEM	10A.	authority) THE CHANGES SET FORTH	0	the second second second second	
office, appropriation date, etc.) SET C. THIS SUPPLEMENTAL AGREEME FAR 52.241-7	FORTH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FAI	R 4:	3.103(B).	
D. OTHER (Specify type of modificatio	n and authority)				- C. 19
IMPORTANT: Contractor is no	ot, X is required to s	ign this document and return 1	co	pies to the issuing office.	C. GARAGE
4. DESCRIPTION OF AMENDMENT/M where feasible.) Modification Control Number: stjoh: OPERATION OF WASTE WATER AND S ADMINSTRATING CONTRACTING OFFIC	nk17773 TORM WATER UTILITY SY		itat	ion/contract subject matter	
		m9A or 10A, as heretofore changed, remains unchan	-		
A NAME AND TITLE OF SIGNER (T)		GLORIAR. RITTER / CONTRACTING OFFICE			or print)
				EMAIL: gloriar, itte di @mai.mi	JE IVE
B. CONTRACTOR/OFFERØR		henia 4	2	Ritter	ев <u>2/262</u> 1
KOEPTION TO SF 30	é de la companya de l	30-105-04			SERVICE
PPROVED BY OIRM 11-84				AR (48 CFR)	KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

<u>P00064</u>

- 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 WA								
	FFP								
	FFP MONTHLY CHARC								
	SERVICE and REUSE IF	RIGATION IAW	SECTION C,	DESCRIPTIONS,					
	SPECFICATIONS AND	WORK STATEM	ENT FOR PE	RIOD 1 JUL Y2017 - 30					
	JUNE 2018.								
	FOB: Destination								
					¢2 827 840 28				
				NET AMT	\$2,837,849.28				
					<u> </u>				

SUBCLIN 009001 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009001					\$0.00
	FY 17 FUNDING - WAS	TEWATER and II	RR		
	FFP				
	FY 17 FUNDING FOR 1				
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: 00110	46688		
				NET AMT	\$0.00
	ACRN BE		\$1,418,924.64		
	CIN: GFEBS0011046688	0010			

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 - FFP FFP MONTHLY CHARC SERVICE IAW SECTIO STATEMENT FOR PER FOB: Destination	CATIONS AND WORK							
	·			NET AMT	\$477,792.00				
L									

SUBCLIN 009101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009101					\$0.00
	FY17 FUNDING - STOR				
	FFP FY 17 FUNDING FO	OR 1 JULY 2017 -	DECEMBER	2017	
	FOB: Destination PURCHASE REQUEST				
				NET AMT	\$0.00
	ACRN BE CIN: GFEBS0011046688	00020			\$238,896.00

CLIN 0092 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT			
0092		12	Months	\$1,776.30	\$21,315.60			
	WILSON RANGE SEWE FFP FFP WILSON RANGE S FOB: Destination	2018.						
	NET AMT \$21,315							

SUBCLIN 009201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009201					\$0.00
	FY 17 FUNDING WILSO	ON RANGE			
	FFP				
	FY17 FUNDING FROM	017			
	FOB: Destination				
	PURCHASE REQUEST	NUMBER: 00110	46688		
				NET AMT	\$0.00
					\$0.00
	ACRN BE		\$10,657.80		
	CIN: GFEBS0011046688	00030			

SECTION E - INSPECTION AND ACCEPTANCE

The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A	Government 2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A		N 0092:	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A		3CLIN 009201:	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A	on Schedule wa INSPECT BY N/A		N 0093:	ACCEPT BY Government
The	e following Acceptance/Inspecti INSPECT AT N/A		s added for SUE ACCEPT AT N/A	3CLIN 009301:	ACCEPT BY Government
SEC	CTION G - CONTRACT ADMINISTI	RATION DATA			
Acc	ounting and Appropriation				
Sun	nmary for the Payment Office				
fror	As a result of this modification, the to \$51,972,311.35 to \$53,640,789.79.	otal funded amount	for this document	was increased by \$	61,668,478.44
	3CLIN 009001: ding on SUBCLIN 009001 is initiated	as follows:			
	ACRN: BE				
	CIN: GFEBS00110466880010				
	Acctng Data: 0212017201720200000)113131233 S	5.0045978.29.3	6100.012402100)1
	Increase: \$1,418,924.64				
	Total: \$1,418,924.64				
	Cost Code: A2ABH				
	3CLIN 009101: ding on SUBCLIN 009101 is initiated	as follows:			RECEIVED
	ACRN: BE				2/12/2021
					PUBLIC SERVICE

PUBLIC SERVICE COMMISSION OF KENTUCKY

CIN: GFEBS001104668800020		
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: GFEBS001104668800030		
Acctng Data: 0212017201720200000113131233	S.0045978.29.3	6100.0124021001
Increase: \$10,657.80		
Total: \$10,657.80		
Cost Code: A2ABH		



AMENDMENT OF SOLICITA		1. CONTRACT ID CODE		PAGE O	F PAGES		
AMENDMENT OF SOLICITA		ICATION OF CONTRACT		J		1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT N	NO.(Ifapplic	able)
P00065	29-Jun-2017	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)		CO	DE		
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 (HARDIN COUNTY WATER DISTRICT 1	No., Street, County, S	tate and Zip Code)		9A. AMENDM	ENT OF SOL	LICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (S		,	
			х	10A. MOD. OF W9124D-05-C-			NO.
				10B. DATED (30-Sep-2004	(SEE ITEM 1	3)	
CODE 316V9	FACILITY COD	PPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended as set forth				is extended,	is not exten	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s	copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I rendment you desire to chan	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may	ent on ACKN D MA be mad	each copy of the of NOWLEDGMENT Y RESULT IN de by telegramor le	TO BE		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	ANT TO: (Specify a	nthority) THE CHANGES SET FORTH	IN I	TEM 14 ARE N	ADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					as changes in	paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.212-4(c)	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					
D. OT HER (Specify type of modification and a	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	cop	ies to the issuin	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: stjohnk178 WASTE WATER, DPW, FORT KNOX, KY Modificaiton to correct FY11 and FY12 invoice previously invoiced against CLIN 0050-01, Ca CAPS balance to close those FY's, CLIN 0050 	12 movement by DFAS. apitalization Projectsbo	This modification balances GFBS an ut funds w ere pulled from another CLI	d CA	.PS reporting. C	Contractor ha	S	
Contract Administrating Officer, Kerry St. Johr	n, kerry.a.stjohn.civ@	mail.mil					
Except as provided herein, all terms and conditions of the do	ocument referenced in Item 9	A or 10A, as heretofore changed, remains uncha	nged	and in full force and	l effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CC KERRY A. ST JOHN / CONTRACTING OFFI TEL: 502.624.1493	ONT F CER	ACTING OFF		r prni)	ED
15B. CONT RACT OR/OFFEROR	15C. DATE SIGNEI	BY	RICA	gazu	~	2/2021	JGNED
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)	PUBLIC	SERVI	ΈE
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	0-105-04			ANDARD FO		
ALL KOVED DI VIKWI I I-04					scribed by 65		

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

 NET AMT
 \$0.00

 ACRN AS
 \$23,733.48

 CIN: GFEBS001019093500008
 \$23,733.48

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 005001:INSPECT ATINSPECT BYACCEPT ATACCEPT BYN/AN/AN/AGovernment

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



W9124D-05-C-0017 P00065 Page 3 of 3

Total: \$23,733.48

Cost Code: A2ABH



			1. CONTRACT	ID CODE	PAGE OF PAGES
AMENDMENT OF SOLIC	TATION/MODI	FICATION OF CONTRACT			1 6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	TNO.(Ifapplicable)
P00067	1 July 2018	SEE SCHEDULE			
5. ISSUED BY CODE	E W9124D	7. ADMINISTERED BY (Ifother than item 6)	CC)DE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 11098 STE 373 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6			
8. NAME AND ADDRESS OF CONTRACTO	OR (No., Street, County,	State and Zip Code)	9A. AMENDM	IENT OF SC	DLICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCIJFF KY 40160-9343			9B. DATED (S	SEE ITEM I	1)
			X 10A. MOD. OI W9124D-05-C	CONTRAC	CT/ORDER NO.
			10B. DATED	(SEE ITEM	13)
CODE 316V9	FACILIT Y CO		X 30-Sep-2004		
		APPLIES TO AMENDMENTS OF SOLIO	CITATIONS		
The above numbered solicitation is amended as set	t forth in Item 14. The hour and	date specified for receipt of Offer	is extended,	is not exte	ended.
REJECTION OF YOUR OFFER. If by virtue of th provided each telegram or letter makes reference to	OR THE RECEIP TOF OFFERS his amendment you desire to che o the solicitation and this amen	n and amendment numbers. FAILURE OF YOUR A S PRIORTO THE HOUR AND DATE SPECIFIEL nange an offer already submitted, such change may b ndment, and is received prior to the opening hour a	D MAY RESULTIN be made by telegram or le		
2. ACCOUNTING AND APPROPRIATION	√DATA (If required)				
See Schedule					÷ .
		TO MODIFICATIONS OF CONTRACTS		23 S	
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	JRSUANT TO: (Specify a 0A.	authority) THE CHANGES SET FORTH	I IN ITEM 14 ARE		
	ORTH IN ITEM 14, PUR	RSUANT TO THE AUTHORITY OF FA		as changes i	in paying
C. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7	T ISENTERED INTO F	URSUANT TO AUTHORITY OF:			
D. OT HER (Specify type of modification a	and authority)				
E. IMPORTANT: Contractor is not,	, X is required to sig	gn this document and return1	copies to the issuir	ng office.	
 DESCRIPTION OF AMENDMENT/MOI where feasible.) Modification Control Number: stjohnk OPERATIONS OF WASTE WATER AND ST 	18505		itation/contract sub	ject matter	
Contracting Officer, Kerry A. St. John, ker	ry.a.stjohn.civ@mail.mil				
Except as provided herein, all terms and conditions of t	he document referenced in Iten	19A or 10A, as heretofore changed, remains uncha	inged and in full force an	d effect.	
5A. NAME AND TITLE OF SIGNER (Type	e or print)	16A. NAME AND TITLE OF CO)NT RACT ING OFF	CER (Type	or print)
JAMES BRUCE, GENER	M2 MANAGER	TEL	EMAIL	RF(
15 . CONTRACTOR/OFFEROR	15C. DATE SIGNE	ED 16B. UNITED STATES OF AME	RICA	16	C. DATE SIGNED
Xamp Sluce	DA MAY >	BY			2/12/2021
(Signature of person authorized to sign)	_ 29-MAY-20	(Signature of Contracting Of	fficer)	(*	2/12/2021 06/13/2018
EXCÉPTION TO SF 30		30-105-04			SUNCE SERVICE
APPROVED BY OIRM 11-84		50-105 01	Pr	scribed by R (48 CER)	MMISSION

AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT	1. CONTRACT	ID CODE	PAGE O	OF PAGES
					1	6
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECTN	NO.(Ifappli	cable)
P00067	01-Jul-2018	SEE SCHEDULE				
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	CO	DE		
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 HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9A. AMENDM	IENT OF SOL	LICITAT	ION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (S	EE ITEM 11)	
			X 10A. MOD. OI W9124D-05-C			NO.
CODE 010/0			10B. DATED X 30-Sep-2004	(SEE ITEM 1	3)	
CODE 316V9	FACILITY COE	DE PPLIES TO AMENDMENTS OF SOLI	00 000 2004			
The above numbered solicitation is amended as set forth			is extended.	is not exten	ded.	
Offer must acknowledge receipt of this amendment price		1 1			aca.	
(a) By completing Items 8 and 15, and returning	•	it; (b) By acknowledging receipt of this amendme		ffer submitted;		
or (c) By separate letter or telegram which includes a re				TO BE		
RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an				attar		
provided each telegramor letter makes reference to the				atter,		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)					
See Schedule						
		O MODIFICATIONS OF CONTRACT				
A. THIS CHANGE ORDER IS ISSUED PURSU				MADE IN TH	IE	
CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	'H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA		as changes in	paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS FAR 52.241-7	SENTERED INTO PU	JRSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and	authority)					
E. IMPORTANT: Contractor is not,	X is required to sig	n this document and return 1	copies to the issuir	ig office.		
14. DESCRIPTION OF AMENDMENT/MODIFI	CATION (Organized	by UCF section headings, including solic	itation/contract sub	ject matter		
where feasible.) Modification Control Number: stjohnk185 OPERATIONS OF WASTE WATER AND STOR	05					
Contracting Officer, Kerry A. St. John, kerry.a	.stjohn.civ@mail.mil					
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	9A or 10A, as heretofore changed, remains uncha	nged and in full force and	d effect.		
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO JAMES R. MEEKS / CONTRACTING OFFICI	NTRACTING CHF	NER (Type	r pr n.)	
15D CONTRACTOR/OPPEROR	150 DATE COT	TEL: 502-624-8438	EMAIL: jame.r.m			CLONED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	0		2/102	2/2021	SIGNED
	.	BY yerror F		PUBLIC	SERV	CE
(Signature of person authorized to sign) EXCEPTION TO SF 30		(Signature of Contracting Of		ANDARD FO	10010	N.
APPROVED BY OIRM 11-84	3	30-105-04	SI. Pre	ANDARD FO	NTUC	$\langle Y \rangle$
				R (48 CFR) 5		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

<u>P00067 YR 14</u>

- 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 WAST				
	FFP				
	FY 18 FUNDING WAST	E WATER- 6 MC	NTHS		
	PURCHASE REQUEST	NUMBER: 00111	75938-0001		
				NET AMT	\$0.00
	ACRN BF				\$1,418,924.64
	CIN: GFEBS0011175938	00001			

CLIN 0094 is added as follows:



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 1 PSC CD: S114	NUMBER: 00111	75938-0001		
				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				
	FFP				
	FY 18 FUNDING STORM	M WATER - 6 MC	ONTHS		
	PURCHASE REQUEST	NUMBER: 00111	75938-0001		
				NET AMT	\$0.00
	ACRN BF				\$238,896.00
	CIN: GFEBS0011175938	00002			

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 FFP YR 14 WILSON RANGE FOB: Destination PSC CD: S114				
				NET AMT	\$21,315.60
	1			1	

SUBCLIN 009501 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
009501					\$0.00
	FY18 FUNDING - WILS FFP FY 18 FUNDING WILSO PURCHASE REQUEST				
				NET AMT	\$0.00
	ACRN BF CIN: GFEBS0011175938		\$10,657.80		

SUBCLIN 009301:

Funding on SUBCLIN 009301 is initiated as follows:

ACRN: BF CIN: GFEBS001117593800001 Acctng Data: 0212018201820200000113131233 Increase: \$1,418,924.64 Total: \$1,418,924.64 Cost Code: A2ABH	S.0045978.29.3	6100.0124021001
SUBCLIN 009401:		
Funding on SUBCLIN 009401 is initiated as follows:		
ACRN: BF		
CIN: GFEBS001117593800002 Acctng Data: 0212018201820200000113131233	S.0045978.29.3	6100.0124021001
Increase: \$238,896.00	5.00+5776.27.5	0100.0124021001
Total: \$238,896.00		
Cost Code: A2ABH		
SUBCLIN 009501:		
Funding on SUBCLIN 009501 is initiated as follows:		
ACRN: BF		
CIN: GFEBS001117593800003		
Acctng Data: 0212018201820200000113131233 Increase: \$10,657.80	S.0045978.29.3	6100.0124021001
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)



(a) Contract line item(s) <u>0093-0095</u> 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 if 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."

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

(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)



AMENDMENT OF SOLICITA	TION/MODIF	ΙΟΛΤΙΟΝ ΟΓ CONTRACT	1. CONTRACT	ID CODE	PAGE OF	PAGES
AMENDMENT OF SOLICITA					1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT N	NO.(Ifapplical	ible)
P00068	31-Aug-2018	SEE SCHEDULE				
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	CO.	DE		
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 HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9A. AMENDM	ENT OF SOL	LICITATIC	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DATED (S		,	
			X 10A. MOD. OF W9124D-05-C			NO.
CODE 240/0			10B. DATED X 30-Sep-2004	(SEE ITEM 1	[3]	
CODE 316V9	FACILITY COD	PE PPLIES TO AMENDMENTS OF SOLI	00 000 2004			
The above numbered solicitation is amended as set forth			is extended,	is not exten	ded.	
Offer must acknowledge receipt of this amendment prio					avai	
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an	copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I rendment you desire to char	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on each copy of the of ACKNOWLEDGMENT D MAY RESULT IN be made by telegramor le	TO BE		
provided each telegramor letter makes reference to the		ment, and is received prior to the opening hour a	and date specified.			
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)					
See Schedule	M ADDI IES ONI V T	O MODIFICATIONS OF CONTRACT	SUDDEDS			
-		T/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE N	MADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA	VE CHANGES (such R 43.103(B).	as changes in	paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS DFARS 252.232-7007 Limitation of the Gover		RSUANT TO AUTHORITY OF:				
D. OT HER (Specify type of modification and						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to the issuin	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: stjohnk1879 FFP for Waste Water Services, DPW, Fort Known Modification to add funding for the remainder of 	95 x, KY		vitation/contract subj	ect matter		
		απ. σι ψ1,000, 1 70. 11				
SUBCLIN 009301 - Waste w ater - \$1,418,924. SUBCLIN 009401 - Storm w ater\$238,896.00 SUBCLIN 009501 – Wilson Range Sew er - \$10						
All other terms and conditions remain the same Contracting Officer, Kerry St. John, kerry.a.stj						
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	A or 10A, as hereto fore changed, remains uncha	nged and in full force and	l effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO ROBERT L WOOLSEY / CONTRACTING OF TEL: 502-624-4014	NTRACTING OF FI FICER EMAIL: rober:1.wo			ED
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME			2/ <mark>2/02</mark> 1si	GNED
		BY Robert La	Wool			0
(Signature of person authorized to sign)		(Signature of Contracting Of		PUBLIC	SERVIC	ЭЕ
EXCEPTION TO SF 30	. 3	30-105-04	ST /	ANDARD FO	RM 30 Re	v. 10-83)
APPROVED BY OIRM 11-84			Pre	scribed by	ALIOCI	· · · ·

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 GFEBS001117593800001) 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 GFEBS001117593800002) 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 GFEBS001117593800003) was increased by \$10,657.80 from \$10,657.80 to \$21,315.60



2. AMENDMENT/MODIFICATION NO.		ICATION OF CONTRACT		1 1
	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		1 TNO.(Ifapplicable)
		SEE SCHEDULE	J, PROJEC	I NO (ITappicable)
P00069	21-Feb-2019			
6. ISSUED BY CODE	W9124D	7, ADMINISTERED BY (Ifother than item 6)) CODE	
MISSION AND INSTALLATION CONTRACTING CMD		See Item 6		
MICC FORT KNOX BLDG 1109B STE 373				
1996TH AVE FORT KNOX KY 40121-5720				
8. NAME AND ADDRESS OF CONTRACT OF	R (No., Street, County,	State and Zip Code)	9A. AMENDMENT OF S	OLICITATION
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD			9B. DATED (SEE ITEM 1	
RADCLIFF KY 40160-9343				[1]
			X 10A MOD OF CONTRA W9124D-05-C-0017	CT/ORDER NO.
				·
			10B. DATED (SEE ITEN	113)
CODE_316V9	FACILITY COL		X 30-Sep-2004	
1	1. THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOL	ICITATIONS	
The above numbered solicitation is amended as set f	orth in Item 14. The hour and	date specified for receipt of Offer	is extended, is not ext	ended.
Offer must acknowledge receipt of this amendment p	rior to the hour and date spec	ified in the solicitation or as amended by one of	fthe following methods:	
(a) By completing Itens 8 and 15, and returning		nt; (b) By acknowledging receipt of this amendm		;
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR				
REJECTION OF YOUR OFFER. If by virtue of this				
provided each telegram or letter makes reference to the	•			
12. ACCOUNTING AND APPROPRIATION	DATA (If required)		· · · · · · · · · · · · · · · · · · ·	<u> </u>
	EM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	SORDERS	
		CT/ORDER NO. AS DESCRIBED IN IT		
A. THIS CHANGE ORDER IS ISSUED PUR	SUANT TO: (Specify a	uthority) THE CHANGES SET FORTH	I IN ITEM 14 ARE MADE IN 7	ГНЕ
CONTRACT ORDER NO. IN ITEM 104		- /		
D THE ADOLE MED (DEDCD CONTED) OF				· · · · · ·
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOI				m paying
X C. THIS SUPPLEMENT AL AGREEMENT				
FAR 52.243-1 Changed- Fixed Price				
D. OTHER (Specify type of modification and	id authority)			
	X is required to sig	gn this document and return	copies to the issuing office.	
E. IMPORTANT: Contractor is not,				
		by UCF section headings, including solution	icitation/contract subject matter	·
14. DESCRIPTION OF AMENDMENT/MODI where feasible.)	FICATION (Organized	by UCF section headings, including solution	icitation/contract subject matter	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19	FICATION (Organized		icitation/contract subject matter	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.)	FICATION (Organized		icitation/contract subject matter	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19 Waster Water Services- Utility Privatization	FICATION (Organized 9212 Contract, Fort Knox, Ki	(X	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19	FICATION (Organized 2212 Contract, Fort Knox, KN FARS 252.204-7012, S	/ afeguarding Covered Defense Informa	X	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19 Waster Water Services- Utility Privatization The purpose of this modification is to add D	FICATION (Organized 0212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber	/ afeguarding Covered Defense Informa	X	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19 Waster Water Services- Utility Privatization The purpose of this modification is to add Di (Oct 2016) to Section I of the contract per C	FICATION (Organized 0212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber	/ afeguarding Covered Defense Informa	X	
14. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19 Waster Water Services- Utility Privatization The purpose of this modification is to add Di (Oct 2016) to Section I of the contract per C	FICATION (Organized 0212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber	/ afeguarding Covered Defense Informa	X	
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W9124D-05-C-0017 P00069 Page 2 of 6

2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

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 <u>http://www.archives.gov/cui/registry/category-list.html</u>, 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 tox 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 <u>http://dx.doi.org/10.6028/NIST.SP.800-171</u>) 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 aspractical, 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 <u>osd.dibcsia@mail.mil</u>, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.



(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline

(<u>https://www.fedramp.gov/resources/documents/</u>) 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 <u>http://dibnet.dod.mil</u>.

(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.

(1) 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)



AMENDMENT OF SOLICITA 2. AMENDMENT/MODIFICATION NO. P00070	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5 BROIECT	1 2
	3, EFFECTIVE DATE	4. REOUISITION/PURCHASE REO, NO.		5 DDOTECT	
P00070				5, PROJECT	NO (Ifapplicable)
	11-Mar-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. AM	ENDMENT OF SC	LICITATION NC
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343			9B. DA	TED (SEE ITEM 1	1)
			104.10		T ODDED NO
				OD. OF CONTRAC D-05-C-0017	
2005 24010			10B. D/ X 30-Sep	ATED (SEE ITEM	13)
CODE 316V9	FACILITY COL	<u>de</u> LPPLIES TO AMENDMENTS OF SOLI	00-0ep		
The above numbered solicitation is amended as set forth			is extende		nded
or (c) By separate letter or telegram which includes a ref RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this arm provided each telegram or letter makes reference to the s	E RECEIPT OF OFFERS endment you desire to cha olicitation and this ameno	PRIOR TO THE HOUR AND DATE SPECIFIE nge an offer already submitted, such change may	D MAY RESUL be made by teleg	T IN gram or letter,	
2. ACCOUNTING AND APPROPRIATION DA See Schedule	TA (If required)				
	M APPLIES ONLY 1	O MODIFICATIONS OF CONTRACT	SORDERS		
		CT/ORDER NO. AS DESCRIBED IN IT			
CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/OI office, appropriation date, etc.) SET FORT (C. THIS SUPPLEMENTAL AGREEMENT IS	H IN ITEM 14, PUR	SUANT TO THE AUTHORITY OF FA			n paying
FAR 52.212-4(c) D. OTHER (Specify type of modification and a	uthority)				
. IMPORTANT: Contractor is not,	v is required to sig	n this document and return	conies to th	e issuing office,	
 DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: stjohnk1922 Waste Water Services - Utility Privatization Con Modification to de-obligate FY15 funds on the f CLIN 008312 - \$18,075.63 CLIN 008501 - \$19,579.76 	8 htract, Fort Knox, KY		enarion/contri	act subject matter	
All other terms and conditions remain the same					
xcept as provided herein, all terms and conditions of the doo	cument referenced in Items	9A or 10A, as heretofore changed, remains uncha	nged and in full	force and effect.	
5A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CC Kerry A. St. John	ONTRACTIN	G OFFICER (Type	or print)
TEHEN M. Hogan /Gai	DRAI MAN	Kerry A. St. John		keny.a.s. hor vé mair i	
5B_CONTRACTOR/OFFICEROR	15C. DATE SIGNEI	D 16B. UNITED STATES OF AME		igital y signed by	- DATE SIGNED
MIL MA		ST		DHN.ICERRY.ANN.J	
the Marine	1				
(Signature of person authorized to sign)		BY JOHN.KERRY.ANN.1255 (Signature of Contracting Of	356433 -	ate: 2019.03.20 07	

W9124D-05-C-0017 P00070 Page 2 of 2

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 GFEBS001070451500007) 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 GFEBS001070451500014) was decreased by \$19,579.76 from \$200,000.00 to \$180,420.24



AMENDMENT OF SOLICI	FATION/MODI	FICATION OF CONTRACT	1. CONTRA		PAGE OF PAGE
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJEC	TNO.(Ifapplicable)
71	30-Jun-2019	SEESCHEDULE			
CODE CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	(CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6	· .		
NAME AND ADDRESS OF CONTRACT OF HARDIN COUNTY WATER DISTRICT 1 1400 RCGERSVILLE RD	R (No., Street, County,	State and Zip Code)	9A. AMEND	MENT OF S	OLICITATION NO
RADCLIFF KY 40160-9343			9B. DATED		· · · · · · · · · · · · · · · · · · ·
			X 10A. MOD. W9124D-05		CT/ORDER NO.
ODE 316V9	FACILITY CO	DE	X 30-Sep-200	•	
		APPLIES TO AMENDMENTS OF SOLI	CITATIONS		
The above numbered solicitation is amended as set f	orth in Item 14. The hour and	d date specified for receipt of Offer	is extended,	is not ext	tended.
Offer must acknowledge receipt of this amendment p (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to t	copies of the amendme a reference to the solicitation THE RECEIP T OF OFFERS s amendment you desire to ch the solicitation and this amen	ent; (b) By acknowledging receipt of this amendm n and amendment numbers. FAILURE OF YOUR S PRIOR TO THE HOUR AND DATE SPECIFIE nange an offer already submitted, such change may	ent on each copy of th ACKNOWLEDGME D MAY RESULT IN be made by telegram o	e offer submitted NTTO BE	;
2. ACCOUNTING AND APPROPRIATION See Schedule	DATA (If required)				
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT			
A. THIS CHANCE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10. B. THE ABOVE NUMBERED CONTRACT	A. F/ORDER IS MODIFIEI	D TO REFLECT THE ADMINISTRATI	VE CHANGES (su		
C. THIS SUPPLEMENT AL ACREEMENT		RSUANT TO THE AUTHORITY OF FA	к 43.103(В).		
D. OTHER (Specify type of modification a	nd authority)			<u> </u>	· · · · · · · · · · · · · · · · · · ·
. IMPORTANT: Contractor X is not,	is required to si	ign this document and return	copies to the iss	ung office.	
4. DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number: stjohnk1 OPERATIONS OF WASTE WATER AND STO	9323		citation/contract s	ubject matter	
Contracting Officer, Kerry A. St. John, kerr	y.a.stjohn.civ@mail.mil		· .	÷	
	·				
		· • ·		1 - 1 	
xcept as provided herein, all terms and conditions of th					
5A. NAME AND TITLE OF SIGNER (Type	or print)	16A. NAME AND TITLE OF CC KERRY A ST JOHN / CONTRACTING OFF TEL: 502.624,5846	ICER		JEIVE
CONTRACTOR/OFFEROR	15C. DATE SIGN		RICA		6427275254GNE
(Signature of person authorized to sign)	· ·	(Signature of Contracting O		PUB	19-Jun-2019 LIC SERVICE
XCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04	. 1		MANISG(RAN 1) RENTUCKY

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		1			
	\$2,837,849.28					
	FOB: Destination					1
	PURCHASE REQUEST	NUMBER: 00113	58070			1
	PSC CD: S114					
	<u> </u>			NET AMT	\$2,837,849,28	-
		<u> </u>			\$2,037,04920	
	ACRN BG				\$2,837,849	ECEIVED
	CIN: GFEBS0011358070	00001	Ì			
						2/12/2021
						Z/ 1 Z/ Z UZ 1
						PUBLIC SERVICE
C	LIN 0097 is added as follow	WS:				COMMISSION

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 M FOB: Destination PURCHASE REQUEST M PSC CD: S114	:			
				NET AMT	\$477,792.00
	ACRN BG CIN: GFEBS0011358070	00002			\$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 Sew FFP YR 15 Wilson Range Sew \$21,315.60 FOB: Destination PURCHASE REQUEST 1 PSC CD: S114	month for total of			
	<u> </u>	<u></u>		NET AMT	\$21,315.60
	ACRN BG CIN: GFEBS0011358070	00003			\$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 I OPERATIONS & MAINTENANCE DI			
н 1		1110-B 125 6TH AVE STE 320 FORT KNOX, KY KY 40121-5719 FOB: Destination	RECEIVED		
The following Delivery Schedule for	r CLIN 0097 has be	en added:	2/12/2021 PUBLIC SERVICE		
			COMMISSION OF KENTUCKY		

W9124D-05-C-0017 P00071 Page 4 of 5

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: GFEBS001135807000001 Acctng Data: 0212019201920200000113131233 Increase: \$2,837,849.28 Total: \$2,837,849.28 Cost Code: A2ABH

S.0045978.82.2

6100.0124021001

CLIN 0097: Funding on CLIN 0097 is initiated as follows:

> ACRN: BG CIN: GFEBS001135807000002 Acctng Data: 0212019201920200000113131233 Increase: \$477,792.00 Total: \$477,792.00 Cost Code: A2ABH

S.0045978.82.2

6100.0124021001



CLIN 0098:

Funding on CLIN 0098 is initiated as follows:

ACRN: BG CIN: GFEBS001135807000003 Acctng Data: 0212019201920200000113131233 Increase: \$21,315.60 Total: \$21,315.60 Cost Code: A2ABH

S.0045978.82.2

6100.0124021001



	an a			LCONTRACTID CODE	PAGE OF PAGE
AMENDMENT OF SOLICIT	ATION/MODI	FICATION OF CONTRAC	T		
AMENDMENT/MODIFICATION NO	3, EFFECTIVE DATE	4, REQUISITION/PURCHASE REQ. NO.		S.PROJE	CT NO.(Ifapplicable)
F00072	26-Sep-2019	SEE SCHEDULE	e dinamana an		e de la composición d
ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item	16)	CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX. BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720	C. Superconfig. 1 Hogospin and an anti- f	See Item 6			
NAME AND ADDRESS OF CONTRACT OR	(No., Street, County	, State and Zip Code)	T	9A. AMENDMENT OF	SOLICITATION NO
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343		9B. DATED (SEE ITEM	[1])		
			X	10A. MOD. OF CONTR. W9124D-05-C-0017	inite statements in the second state
				10B. DATED (SEE ITE	M 13)
ODE 316V9	IFACILITY CO	DE APPLIESTO AMENDMENTS OF SC	10	30-Sep-2004	
The above numbered solicitation is amended as set for			<u>an 11</u> 1		xtended.
or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to th	THE RECEIP T OF OFFER anendment you desire to cl e solicitation and this ame	S PRIOR TO THE HOUR AND DATE SPECI hange an offer already submitted, such change n	FIED Μ nav be π	IAY RESULT IN node by telegram or letter,	
2. ACCOUNTING AND APPROPRIATION I See Schedule	DATA (If required)				r.
	(1) M. A. 1995, 1999.	TO MODIFICATIONS OF CONTRA			
A. THIS CHANGE ORDER IS ISSUED PUR CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify	ACT/ORDER NO. AS DESCRIBED IN authority) THE CHANCES SET FOR	ومعروب والمتحدث والمتحدث		THE
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FOR C. THUS SUPPLEMENT AL AGREEMENT	TH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF	TIVE FAR 4	CHANŒS (such as change 13:103(B).	s in paying
Paragraph C.11 Upgrades, renew als and r D. OTHER (Specify type of modification an	And an and the for the for the first of the second of the second s	i gan an a			hannen an einen sin ficker sin state son
IMPORTANT: Contractor is not,	X is required to s	ign this document and return	co	pies to the issuing office.	.
 4. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: stjohnk19 	FICATION (Organize		olicita	tion/contract subject matte	
FFP for Waste Water For Fort Knox, KY IAW with Paragraph C.11, of the contract, for contract under CLIN 0099 to upgrade 18 exit					
F8, F12,G1,G2, G3, G4, G5, G6, G7, G8 Total cost and funding is hereby increased b			3163. /	ن بن <u>ترتب بن ترتب</u> بعد المبالك ال	ος 11, 7 μ.
Contracting Officer, Kerry St. John, kerry a.s	itjohn.civ@mail.mil				
accept as provided herein, all terms and conditions of the	document referenced in Tea-	mga nr. 104 oc haratafire sharrad rooming we	change	dand in full frame in the	
5A. NAME AND TITLE OF SIGNER (Type of		16A, NAME AND TITLE OF		and the second	peorprint)
Com IN I	1980	KERRY A, ST JOHN / CONTRACTING C		IRF(EIVF
THE THEAM	1/ TIANA	TEL: 502.6245846	ACD14	EMAIL: ker yaal on cix@nai	ni 16C. DATE SIGNEI
The Milling	- 9-30-/	9 By Hunga	. 2.)	2/	18C. DATE SIGNEI 1 <mark>2/2021</mark> 29-Sep-2019
/ (Mgn tune of person glatherized to sign) EXCEPTION TO SP 30	1.2-1	(Signature of Contracting	Office		
APPROVED BY OIRM 11-84		30-105-04		Prescribed by	TORNESOCIAV 10

W9124D-05-C-0017 P00072 Page 2 of 3

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 0099	SUPPLIES/SERVICES	QUANTITY 1	UNIT Job	UNIT PRICE \$85,321.00	AMOUNT \$85,321.00
0079	Camp Carlson Sewer FFP Camp Carlson Sewer	I	300	\$63,521.00	φ0 3, 321.00
	FOB: Destination PURCHASE REQUEST 1 PSC CD: S114	NUMBER: 001140	07681		
\frown					

NET AMT

\$85,321.00

\$85,321.00

ACRN BH CIN: GFEBS001140768100001

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: GFEBS001140768100001

Acctng Data: 0212018201820200000113131254

S.0018894.001.24.411 6100.9000021001

Increase: \$85,321.00

Total: \$85,321.00

Cost Code: A2ABH



AMENDMENT OF SOLICIT		ΤΟ ΑΤΊΛΝΙ ΔΕ ΟΩΝΤΌ Α ΟΤ	L.CONTRACTID C	ODE PAGE OF PAGES
ANTENDIVIENT OF SOLICIT	ATION/MODI	FICATION OF CONTRACT		1 7
2, AMENDMEN1/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. P	ROJECTNO.(Ifapplicable)
P00073	01-Jul-2020	SEE SCHEDULE		
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)	CODE	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX		See Item 6		
BLDG 11098 STE 250 199 6TH AVE				· · · · ·
FORT KNOX KY 40121-5720				
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 I	i EM II)
			X 10A, MOD, OF CO	NTRACT/ORDER NO. 7
			10B. DATED (SEE	
CODE 316V9	FACILITY CO	DE	X 30-Sep-2004	,11 EW(13)
		APPLIES TO AMENDMENTS OF SOLI	CITATIONS	
The above numbered solicitation is amended as set fo	rth in Item 14. The hour and	date specified for receipt of Offer	is extended, i	s not extended.
Ofer must acknowledge receipt of this amendment pr		-	-	
(a) By completing Items 8 and 1.5, and returning or (c) By separate letter or telegramwhich includes a		ent; (b) By acknowledging receipt of this amendm		
RECEIVED AT THE PLACE DESIGNATED FOR				-
REJECTION OF YOUR OFFER. If by virtue of this provided each telegramor letter makes reference to the				
12. ACCOUNTING AND APPROPRIATION I				uçu (alalını alanın alanın alalını (lanın alanın
See Schedule			The summary to second little to a	100 to serve to the serve state strates and states and
		TO MODIFICATIONS OF CONTRACT		
A. THIS CHANGE ORDER IS ISSUED PUR		CT/ORDER NO. AS DESCRIBED IN IT	provide a second se	NE IN THE
CONTRACT ORDER NO. IN ITEM 10A				
B. THE ABOVE NUMBERED CONTRACT	OPDER IS MODIFIEI	TO PEULECT THE ADMINISTRATI	VE CHANCES (mah as a	hanges in naving
office, appropriation date, etc.) SET FOR	RTH IN ITEM 14, PU	RSUANT TO THE AUTHORITY OF FA		narges in paying
X C. THIS SUPPLEMENTAL AGREEMENT FAR 52.241-7	ISENTERED INTO P	URSUANT TO AUTHORITY OF:		La Meno de regelero e caso de la del construir de la consegu
D. OTHER (Specify type of modification an	d authority)	innesidenti kalini kirene eta menanenarian eta itainen ara	<u>a di kana kuta ang di kaning di kana kang di</u> ka	e dinana fa fara di kadhi parahinga
		·		
E. IMPORTANT: Contractor is not,	X is required to si	ign this document and return 1	copies to the issuing of	fice.
14. DESCRIPTION OF AMENDMENT MODI	FICATION (Organize	d by UCF section headings, including soli	citation/contract subject	matter
where feasible.) Modification Control Number: stjohnk20)351			
Operations of Waste Water and Storm Wate	r Utility System, Fort k	Knox, KY		
Contracting Officer, Kerry St. John, kerry.a.	stichn civ@mail mit			
	ade inter Griesini		· .	
				.*
		· · · · · · · · · · · · · · · · · · ·		
	· .	-		
Except as provided herein, all terms and conditions of the	document referenced in Iter	n9A or 10A, as heretofore changed, remains unch	anged and in full force and effer	t .
15A. NAME AND TITLE OF SIGNER (Type		16A. NAME AND TITLE OF C	A second s	And a second
C- INA 11	1/ Al	Kerry St. John	EMAIL: keny.a. tohn.civ@	imai.mi
15B PONTAACTORIORIAN	15C. DATE SIGN	ED 16B. UNITED STATES OF AME	and a second	160. DATE SUR ED
Sta MIL. Nor	-1.1.1	ST ST	Digitally sig	ined by ST
MSignature of person authorized to sign)	- 4/29/22	(Signature of Contracting O		YANN.1255356433 04.3009142420200'
EXCEPTION TO SF 30		30-105-04	TANI	DARD FORM 30 (Rev. 10-8)
APPROVED BY OIRM 11-84				PUBLIC SERVICE
			'AK (4	8 COMMISSION
	,			OF KENTUCKY

A RESIDECENT OF COLLOT		TO A THON OF CONTRACT		1.CONTRACTI	D CODE	PAGE OF PAGES
AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT				1 7
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJEC	TNO.(Ifapplicable)
P00073	01-Jul-2020	SEE SCHEDULE				
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)		COD	E	
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 11098 STE 250 199 5TH AVE FORT KNOX KY 40121-5720		See Item 6			. .	·
8. NAME AND ADDRESS OF CONTRACT OR	(No., Street, County,	State and Zip Code)	9	A. AMENDMI	ENT OF S	OLICITATION NO.
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343	(,,,,		. 9	9B. DATED (SE	EITEM	11)
			x	10A. MOD. OF W9124D-05-C-	CONTRA 0017	ACT/ORDER NO.
			$ \rightarrow $	10B. DATED (
CODE 316V9	FACILITY COI	 DE		30-Sep-2004	fat.	
11.		PPLIES TO AMENDMENTS OF SOLI	CITA	TIONS		
The above numbered solicitation is amended as set fort	h in Item 14. The hour and	date specified for receipt of Offer	∏ i	s extended,	is not ex	ktended.
Offer must acknowledge receipt of this amendment prid (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a r RECEIVED ATTHE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this a	copies of the amendment efference to the solicitation IE RECEIPT OF OFFERS	nt; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI	ent on ACKN D MA	each copy of the off OWLEDGMENT Y RESULT IN	IO BE	
provided each telegramor letter makes reference to the						a garantin
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)					
See Schedule				· · ·	÷	·····
		TO MODIFICATIONS OF CONTRACT CT/ORDER NO. AS DESCRIBED IN IT				
A. THIS CHANGE ORDER IS ISSUED PURS					ÍADE IN	ТНЕ
CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FOR					as change	s in paying
X C. THIS SUPPLEMENT AL AGREEMENT IS	SENTERED INTO P	URSUANT TO AUTHORITY OF:			•	2 T
D. OTHER (Specify type of modification and	authority)	· · · · · · · · · · · · · · · · · · ·				
E. IMPORTANT: Contractor is not,	X is required to sig	gn this document and return 1	cop	ies to the issuing	g office.	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Number: stjohnk203 Operations of Waste Water and Storm Water	51		citatio	on/contract subj	ect matte	
Contracting Officer, Kerry St. John, kerry.a.st	john.civ@mail.mil					
1			÷ .			
			•			
					'	
	· · · ·			· · ·	48. S.	· · · · · · · · · · · · · · · · · · ·
Except as provided herein, all terms and conditions of the c	locument referenced in Iten	19A or 10A, as heretofore changed, remains uncha	anged	and in full force and	effect.	
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO				e pr pi nt) /
		KERRY A. ST JOHN / CONTRACTING OFF				
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNE	TEL: 502.624.5846 D 16B. UNITED STATES OF AME	RICA	EMALL: kerya.stjo		162/DODESIGNED
<u> </u>		BY Housas	23	gan.	<u></u>	30-Apr-2020
(Signature of person authorized to sign)		(Signature of Contracting O	fficer			IC SERVICE
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84		30-105-04		Pre	scri <mark>te</mark> t	ANNESOCANV. 10-83)
				FAI	R (48 CFF	R) 53.243

COMMISSION OF KENTUCKY

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

<u>P00073</u>

- 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 \$2,837,849.28 FOB: Destination PSC CD: S114	Months @ \$236,48	8.77 per month	for total of	
				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 Func FFP FYR16 Waste Water Fun of \$709,462.32 PURCHASE REQUEST	ding 3 Months @		r month for total funding	
				NET AMT	\$0.00
	ACRN BJ CIN: GFEBS0011473204	00001		•	\$709,462.32
L					RECEIVED
C	LIN 0101 is added as follow	vs:			2/12/2021

W9124D-05-C-0017 P00073 Page 3 of 7

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 m \$477,792.00	nonths @ \$39,816	per month for	total costs of		
	FOB: Destination PSC CD: S114				1	
	15C CD. 5114	÷.,				
	· · · · · · · · · · · · · · · · · · ·			NET AMT		\$477,792.00
				1	11	

SUBCLIN 010101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
010101					15	\$0.00
	YR16 Storm Water Fundi FFP FY16 Storm Water Fundin of \$119,448.00 PURCHASE REQUEST	ng - 3 Months @	-	month for total funding		
	·	$(x_{i}) \in [x_{i}] \times [x_{i}]$		NET AMT		\$0.00
	ACRN BJ		·····		··	\$119,448.00
	CIN: GFEBS0011473204	00002				+, · · · · · · · · · · · · · · · · · ·

CLIN 0102 is added as follows:

FFP YR16 V \$21,315	.60		Months \$1,776.30 per n	\$1,776.30		\$21,315.60
FFP YR16 V \$21,315	Vilson Range Sewe		\$1,776.30 per n	nonth for total costs of		
	estination					
PSC CI	5114		· · · · · · · · · · · · · · · · · · ·		· .	
· .		·		NET AMT		\$21,315.60

SUBCLIN 010201 is added as follows:

and the second second



2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
010201					\$0.00
	YR16 Wilson Range Sew FFP FY16 Wilson Range Sewe \$5,328.90 PURCHASE REQUEST	er Funding 3 Mont	-	0 for total funding of	
				NET AMT	\$0.00
••	ACRN BJ CIN: GFEBS0011473204	00003			\$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	W22PES
			FOB: Destination	ECEIVED

SECTION G - CONTRACT ADMINISTRATION DATA

W9124D-05-C-0017 P00073 Page 5 of 7

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: GFEBS001147320400001 Acctng Data: 0212020202020200000113131233 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: GFEBS001147320400002 Acctrg Data: 0212020202020200000113131233 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: SUBCLIN 010201:

ACRN: BJ CIN: GFEBS001147320400003 Acctng Data: 021202020202020200000113131233 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 and 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). 2/12/2021

> PUBLIC SERVICE COMMISSION OF KENTUCKY

(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 if 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)



W9124D-05-C-0017 P00073 Page 7 of 7

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					ID CODE	PAGE O	OF PAGES
						1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	O.(Ifapplio	cable)
P00074	25-Aug-2020	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (Ifother than item 6)		CO	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	State and Zip Code)	9	9A. AMENDM	ENT OF SOL	JCITATI	ION NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (S	^		
				10A. MOD. OF W9124D-05-C-			NO.
00000 01010				10B. DATED (30-Sep-2004	(SEE ITEM 1	3)	
CODE 316V9	FACILITY COE	DE PPLIES TO AMENDMENTS OF SOLIO					
The above numbered solicitation is amended as set forth				s extended,	is not extend	ded	
				Ĺ		acu.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	copies of the amendmen ference to the solicitation a IE RECEIPT OF OFFERS I rendment you desire to char	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on o ACKN O MAY oe mad	each copy of the of OWLEDGMENT 7 RESULT IN e by telegramor le	TO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT: T/ORDER NO. AS DESCRIBED IN ITI					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT					as changes in	paying	
X C. THIS SUPPLEMENT AL AGREEMENT IS DFARS 252.232-7007 Limitation of Governm		RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	,						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	es to the issuin	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: stjohnk205 FFP for Waste Water Services, DPW, Fort Kkn Modification to add additional funding for three SUBCLIN 0100-01 - \$709,462.32 SUBCLIN 0101-01 - \$119,448.00 SUBCLIN 0102-01 - \$5,328.90 	16 iox, KY			n/contract subj	ect matter		
Except as provided herein, all terms and conditions of the do	ocument referenced in Item	0A or 10A, as heretofore changed, remains uncha	nged a	nd in full force and	l effect.		
15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO KERRY A. ST JOHN / CONTRACTING OFFI TEL: 502.624.5846	NTR	ACTING OFFT EMAIL: kerry.a.stjo	THE TOP	r prn)	ΈD
15B. CONT RACTOR/OFFEROR	15C. DATE SIGNEI	BY Hungar	57	Joon	~ 25	2/2/02:1 -Ster?%	
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)		0014		NI
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	30-105-04		Pre	ANDARD FO scribed by CS. R (48 CFR) 5	NTUC	

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. 2/12/2



SUBCLIN 010001:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEBS001147320400001) 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 GFEBS001147320400002) was increased by \$119.45 from \$119,448.00 to \$119,567.45



AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT	I	1. CONTRACT	ID CODE	PAGE O	F PAGES
						1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	NO.(Ifapplic	cable)
P00075	26-Aug-2020	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		CC	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	(No., Street, County, S	state and Zip Code)	9	A. AMENDM	IENT OF SOL	JCITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343					SEE ITEM 11)	,	
					F CONTRACT		NO.
CODE 316V9	FACILIT Y COD	лЕ.		0B. DATED 30-Sep-2004	(SEE ITEM 1	.3)	
		PPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended as set forth				extended,	is not extend	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the s	copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS F rendment you desire to chan	t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on e ACKN(D MAY be made	ach copy of the c DWLEDGMEN RESULT IN by telegramor 1	Г TO BE		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN IT	EM 14 ARE	MADE IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS DFARS 252.232-7007 Limitation of Governm		RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and	,						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	es to the issuir	ng office.		
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: stjohnk2052 FFP for Water Water Services, DPW, For Know Modification to correct Modification P00074 fur	20 k, KY				ject matter		
	·····g ······						
SUBCLIN 0101-01 funding added should have SUBCLIN 0102-01 funding was not applied on					5.		
				_			
Except as provided herein, all terms and conditions of the do		A or 10A, as hereto fore changed, remains uncha	nged ar	nd in full force an	d effect.		
15A. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CO KERRY A. ST JOHN / CONTRACTING OFFI TEL: 502.624.5846		ACTING OFF EMAIL: kerry.a.stj		r prn)	ΈD
15B. CONT RACT OR/OFFEROR	15C. DATE SIGNEI		RICA		2/162	2/2021	
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)			SERVI	N
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	80-105-04		Pr	ANDARD FO escribed by CS R (48 CFR) 5	NTUCK	

W9124D-05-C-0017 P00075 Page 2 of 2

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 GFEBS00114732040002) 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 GFEBS001147320400003) was increased by \$5,328.90 from \$5,328.90 to \$10,657.80



AMENDMENT OF SOLICITA	TION/MODIF	ICATION OF CONTRACT		1. CONTRACT	ID CODE	PAGE O	F PAGES
						1	3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECTN	IO.(Ifapplic	cable)
P00076	09-Sep-2020	SEE SCHEDULE					
6. ISSUED BY CODE	W9124D	7. ADMINISTERED BY (If other than item 6)		CO	DE		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6					_
8. NAME AND ADDRESS OF CONTRACTOR (HARDIN COUNTY WATER DISTRICT 1	No., Street, County, S	State and Zip Code)	9	9A. AMENDM	ENT OF SOL	ICITATI	ON NO.
1400 ROGERSVILLE RD RADCLIFF KY 40160-9343				9B. DATED (S			
				10A. MOD. OF W9124D-05-C			NO.
CODE 0401/0		-		10B. DATED 30-Sep-2004	(SEE ITEM 1	3)	
CODE 316V9	FACILITY COD	<u>DE</u> PPLIES TO AMENDMENTS OF SOLIO	```				
The above numbered solicitation is amended as set forth				s extended,	is not extend	led	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegramwhich includes a re RECEIVED AT THE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this am provided each telegramor letter makes reference to the s	t o the hour and date speci copies of the amendmen ference to the solicitation a E RECEIPT OF OFFERS I endment you desire to chan	ified in the solicitation or as amended by one oft t; (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI nge an offer already submitted, such change may b	ent on e ACKN D MAY be made	each copy of the of OWLEDGMENT ? RESULT IN e by telegramor le	TO BE		
12. ACCOUNTING AND APPROPRIATION DA	TA (If required)						
See Schedule							
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN ITI					
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.		• <i>·</i>					
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	SUANT TO THE AUTHORITY OF FA			as changes in	paying	
X C. THIS SUPPLEMENTAL AGREEMENT IS DFARS 252.232-7007 Limitaiton of the Gover		RSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and a							
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copi	es to the issuin	g office.		
 14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: stjohnk2052 FFP for Waste Water Services, DPW, Fort Kno Modification to add funding for the remainder of Governments Liability. All funds for YR 16 are Adding funding for the follow ing SubCLINS SubCLIN 0100-01 Waste Water - \$1,418,924.6 SubCLIN 0101-01 \$238,896.00 SubCLIN 0102-01 \$10,657.80 	26 x, KY f YR16, in the amoun available.					ne	
Except as provided herein, all terms and conditions of the do 15A. NAME AND TITLE OF SIGNER (Type or		16A. NAME AND TITLE OF CO	NTR	nd in full fore and ACTING Of FI	l effect. THR (Type	r prn)	'FD
		KERRY A. ST JOHN / CONTRACTING OFFI TEL: 502.624.5846		EMAIL: kerrya.stjo			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNEI	b 16B. UNITED STATES OF AMEL BY	RICA	Joon	2/162	2/2021 -Sep ₂ 02	signed ₽₽⊏
(Signature of person authorized to sign)		(Signature of Contracting Of	ficer)			AISSIN	N
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84	3	30-105-04		Pre	ANDARD FO scribed by CS R (48 CFR) 5	NTUCK	

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: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEBS001147320400001) was increased by \$1,418,924.64 from \$1,418,924.64 to \$2,837,849.28

SUBCLIN 010101:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEBS001147320400002) was increased by \$238,896.00 from \$238,896.00 to \$477,792.00

SUBCLIN 010201:

BJ: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEBS001147320400003) 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



	S EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	S. PROJECT NO. (If applicab	te)
2. AMENDMENT/MODIFICATION NO, P00077	23-Nov-2020	SEE SCHEDULE		
6. ISSUED BY CODI	t idai daara	7 ADMINISTERED BY (lfother than item 6)		
MISSION AND INSTALLATION CONTRACTING CMD MICC FORT KNOX BLDG 11098 STE 250 199 6TH AVE FORT KNOX KY 40121-5720		See Item 6		
8. NAME AND ADDRESS OF CONTRACT	OP No. Street County	State and Zin Code)	9A. AMENDMENT OF SOLICITATIO	N N
HARDIN COUNTY WATER DISTRICT 1	or (no, sireer, county,	scare and zip (Code)		
1400 ROGERSVILLE RD RADCLIFF KY 40160-3343			9B. DATED (SEE ITEM 11)	
			X U0A. MOD. OF CONTRACT/ORDER N W9124D-05-C-0017	O.,
			10B. DATED (SEE ITEM 13)	*******
CODE 316V9	FACILITY CO		X 30-Sep-2004	<u></u>
	11. THIS ITEM ONLY /	APPLIES TO AMENDMENTS OF SOLI	ICITATIONS	
The above numbered solicitation is amended as so	t forth in Item 14. The hour and	date specified for receipt of Offer	is extended, is not extended.	ar nædlig
Offer must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includ RECEIVED AT THE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue off provided each telegram or letter nakes reference t	copies of the amendme es a reference to the solicitation DR ITHE RECEIP TOF OFPERS his amendment you desire to ch	ht; (b) By acknowledging receipt of this amendm and amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE ange an offer already submitted, such change may	ment on each copy of the offer submitted; ACKNOWLEDGMENT TO BE 3D MAY RESULT IN be made by telegramor letter,	
12. ACCOUNTING AND APPROPRIATIO		1999 - Caralylan Caralan an a	yanya manina kana kana kana kana kana kana kana	
See Schedule				
13. THI	SITEM APPLIES ONLY	TO MODIFICATIONS OF CONTRACT	SORDERS.	
the second s		CT/ORDER NO. AS DESCRIBED IN IT		
A. THIS CHANGE ORDER IS ISSUED PI CONTRACT ORDER NO. IN ITEM 1		authority) THE CHANGES SET FORTH	HIN ITEM 14 ARE MADE IN THE	
	ORTH IN ITEM 14, PUF	SUANT TO THE AUTHORITY OF F	IVE CHANGES (such as changes in paying AR 43.103(B).	****
FAR 52.243-1 Changes				cin <u>Car</u>
D. OTHER (Specify type of modification	and authority)			
E. IMPORTANT; Contractor is not	, $\mathbf{\overline{X}}$ is required to si	gn this document and return	copies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MO	DIFICATION (Organized	the UCE section headings including soli	icitation/contract subject matter	
where feasible.) Modification Control Number: stjohn	The second s	n an an ann an ann ann ann ann ann ann	igist Bertanin in Andrew Luterian	
FFP for Waste Water for Fort Knox, KY	· · ·		the survey of RIE OOE 49	
	other funding is required. 204-25 to the contract. C	278 11		
FFP for Waste Water for Fort Knox, KY Modification to deobligate unused funds f Contractor confirmed on 26 October no o Modification also adds the FAR clause 52, 52,204-26 on 21 September 2020.	other funding is required. 204-25 to the contract. C same.	278 11		
FFP for Waste Water for Fort Knox, KY Modification to deobligate unused funds f Contractor confirmed on 26 October no of Modification also adds the FAR clause 52, 52,204-26 on 21 September 2020. All other terms and conditions remain the	other funding is required. 204-25 to the contract. C same. .a.stjohn.civ@mail.mi	Contractor provided signed representat	tions to FAR 52.204-24 and FAR	
FFP for Waste Water for Fort Knox, KY Modification to deobligate unused funds f Contractor confirmed on 26 October no of Modification also adds the FAR clause 52 52,204-26 on 21 September 2020. All other terms and conditions remain the Contracting Offficer Kerry St. John, kerry	other funding is required. 204-25 to the contract. C same. .a.stjohn.civ@mail.mi the document referenced in Item the or print)	Contractor provided signed representat	tions to FAR 52.204-24 and FAR	=[
FFP for Waste Water for Fort Knox, KY Modification to deobligate unused funds f Contractor confirmed on 26 October no of Modification also adds the FAR clause 52 52.204-26 on 21 September 2020. All other terms and conditions remain the Contracting Offficer Kerry St. John, kerry Except as provided herein, all terms and conditions of	other funding is required. 204-25 to the contract. C same, .a.stjohn.civ@mail.mil the document referenced in Iten	Contractor provided signed representat 19A or 10A, as heretofore changed, remains under 16A. NAME AND TITLE OF CO Kerry St. John 16B. UNITED STATES OF AME FOUN KERPY ANN 125	tions to FAR 52.204-24 and FAR anged and in full from and effort ONTRACTING OFFICER (Type or print) EMAIL: K. Provinsion of the store STICA Digitally signed by STICC. DATE SIC 53564 JOHN (ERRY.AN) 245252(32)	E

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 GFEBS001140768100001) 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 AUG 2020 and Video Surveillance Services or Equipment.



AMENDMENT OF SOI	ICITATION/MO	DIFICATION OF CONTRACT	I. CONTRACT II	D CODE PAGE OF PA
AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DA			
P0078	25-Jan-2021	IE 4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO.(Ifapplicable)
ISSUED BY	CODE W9124D	7. ADMINISTERED BY (Ifother than item 6)) COD	E
MISSION AND INSTALLATION CONTRACTING C				
MICC FORT KNOX BLDG 1109B STE 250		See Item 6		
199 6TH AVE FORT KNOX KY 40121-5720				
NAME AND ADDRESS OF CONTRA	CTOR (No Street Cour	aty. State and Zip Code)	1 19A. AMENDME	ENT OF SOLICITATION
HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD		ity, date and hip code)		
RADCLIFF KY 40160-9343			9B. DATED (SE	E ITEM 11)
			X 10A. MOD. OF C	CONTRACT/ORDER NO. 0017
			10B. DATED (S	
DE 316V9	FACILITY	CODE	X 30-Sep-2004	
		LY APPLIES TO AMENDMENTS OF SOLI	ICITATIONS	
The above numbered solicitation is amended	as set forth in Item 14. The hou	r and date specified for receipt of Offer	is extended,	is not extended.
		e specified in the solicitation or as amended by one of	-	a submitted
(a) By completing Items 8 and 15, and return or (c) By separate letter or telegram which in		ndment; (b) By acknowledging receipt of this amendur ation and amendment numbers. FAILURE OF YOUR		
		ERS PRIOR TO THE HOUR AND DATE SPECIFIE		
		to change an offer already submitted, such change may amendment, and is received prior to the opening hour		er,
ACCOUNTING AND APPROPRIA	FION DATA (If required)			
See Schedule				
		LY TO MODIFICATIONS OF CONTRACT		
		RACT/ORDER NO. AS DESCRIBED IN IT		ADE IN THE
CONTRACT ORDER NO. IN ITE				
B. THE ABOVE NUMBERED CONT	RACT/ORDER IS MODIF	TED TO REFLECT THE ADMINISTRATI	VE CHANGES (such as	s changes in naving
office, appropriation date, etc.) SE	T FORTH IN ITEM 14, I	PURSUANT TO THE AUTHORITY OF FA	AR 43.103(B).	F-55
C. THIS SUPPLEMENT AL AGREEN FAR 52.243-1 Changes	AENT IS ENTERED INTO	O PURSUANT TO AUTHORITY OF:		
D. OTHER (Specify type of modifica	tion and authority)			
		o sign this document and return1	copies to the issuing	
DESCRIPTION OF AMENDMENT, where feasible.)	MODIFICATION (Organ	ized by UCF section headings, including soli	citation/contract subject	ct matter
Modification Control Number: Stj	ohnk2163			
Pfor Waste Water for Fort Knox, K	Y			
pt as provided herein, all terms and condition	as of the document referenced in	Item 9A or 10A, as heretofore changed, remains uncha	unged and in full force and e	ffect.
A. NAME AND TITLE OF SIGNER (16A. NAME AND TITLE OF CO		
M Haca.	1 langrown h	Kerry St. John	FMAIL Kerry B 50	
B. CONTRACTOR/QEFERROR	15C. DATE SIC	INED 16B. UNITED STATES OF AME		ECET
CAL MILI NOG		100 1		
(Signature of person authorized to s	/-25-20	Signature of Contracting Of	fficer)	2/12/2021
OPTION TO SF 30		30-105-04		NDARD FORM 30 (Rey, 1
PROVED BY OIRM 11-84			Presc	ribed by GA SERVIC
			FAR	(48 CFROMMSSION

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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:



0103		7	Months	\$235,819.44	\$1,650,736.08
1				<i><i>q</i></i> =00,013111	φ1,050,750.00
H H	YR16 Waste Water FFP FY16 Waste Water 7 mon FOB: Destination	ths @ \$235,819.44	4		
			1	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 FFP Cyber Security implemen \$5,835.07. Total costs for FOB: Destination PURCHASE REQUEST 1	tation of DFARS (remaining 35 year	rs is \$204,227.		
				NET AMT	\$5,835.07
	ACRN BK CIN: GFEBS0011473204	00012			\$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: 0212020202020200000113131233 S.0070014.22.6 6100.0124021001 A60TE (CIN GFEBS001147320400001) 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

Increase: \$5,835.07

CIN: GFEBS001147320400012

Acctng Data: 0212021202120200000113131254

S.0070014.22.6

6100.9000021001

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Total: \$5,835.07

Cost Code: A60TE

