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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

2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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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.

7



PUBLIC SERVICE COMMISSION OF KENTUCKY

C.9.6 Underground Utility Location

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

C.9.7 Coordination Meetings

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

C.9.8 Exercises and Crisis Situations Requiring Utility Support

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

C.10 Environmental Compliance

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

C.10.1 Permit Compliance

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

C.10.2 Work in Environmentally Sensitive Areas

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

C.10.3 Environmental Impact Assessments

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



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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| DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 | | See Item 6 | | | |
| B. NAME AND ADDRESS OF CONTRA | ACTOR (No., Street, County | State and Zip Code) | 9A. AMENDN | MENT OF SC | LICITATION NO |
| HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343 | | , out and hip code) | 9B. DATED (| SEE ITEM 1 | 1) |
| | | | X 10A. MOD. 0 W9124D-05- | F CONTRAC C-0017 | CT/ORDER NO. |
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| RECEIVED AT THE PLACE DESIGNATE REJECTION OF YOUR OFFER. If by virtue | D FOR THE RECEIPT OF OFFERS of this amendment you desire to chace to the solicitation and this amend | and amendment numbers. FAILURE OF YOUR AC PRIOR TO THE HOUR AND DATE SPECIFIED ange an offer already submitted, such change may be Iment, and is received prior to the opening hour and | MAY RESULT IN e made by telegram or | | |
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| C. THIS SUPPLEMENTAL AGREEM | | | | | |
| D. OTHER (Specify type of modificati | on and authority) | | | | |
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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 | |

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W9124D-05-C-0017

ACRN AA Funded Amount

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| | 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 | | |
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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 | |
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| | | ÷ | |
| | | NET AMT | \$0.00 |
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\$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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| P00003 | 12-Sep-2005 | W22PES-5193-5014 | | | | |
| DIRECTORATE OF CONTRACTING SFCA SR KN BLDG 1109 FORT KNOX KY 40121-5000 | W9124D | 7. ADMINISTERED BY (If other than item 6 See Item 6 |) | COL | DE | |
| 8. NAME AND ADDRESS OF CONTRACTO HARDIN COUNTY WATER DISTRICT 1 1400 ROGERSVILLE RD RADCLIFF KY 40160-9343 | OR (No., Street, County, S | State and Zip Code) | x | 9B. DATED (SP 10A. MOD. OF W9124D-05-C | EE ITEM 11 CONTRAC -0017 | T/ORDER NO. |
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| RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to t 2. ACCOUNTING AND APPROPRIATION 13. THIS | amendment you desire to chan he solicitation and this amendm DATA (If required) | ge an offer already submitted, such change may b | e made date s | e by telegram or letter, pecified. | | |
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| A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10A B. THE ABOVE NUMBERED CONTRAC office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT | r/order is modified Th in item 14, pursu | TO REFLECT THE ADMINISTRATI ANT TO THE AUTHORITY OF FAR | VEC | HANGES (such as | | |
| D. OTHER (Specify type of modification and | 1 authority) | | | | | |
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| 4. DESCRIPTION OF AMENDMENT/MODI where feasible.) OPERATION OF WASTE WATER AND S (continued) xcept as provided herein, all terms and conditions of the second se | TORM WATER UTILIT | TY SYSTEMS, FORT KNOX, KENTU A or 10A, as heretofore changed, remains unchang | JCKY | 1 in full force and effect | 1 | |
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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.



| MININUM MODIFICATION ND 1 1 1 0004 27.56p.2005 W0775-509.214 CP0011 / Multi-rplu 0004 W0775-509.214 W0775-509.214 CP0011 / Multi-rplu 0016 W0775-509.214 See Item 6 See Item 6 001700 See Item 6 See Item 6 001700 W0775-509.214 W1124D See Item 6 001700 W0775-509.214 W1124D See Item 6 001700 W0775-509.214 W1124D See Item 6 001700 W1124D W1124D See Item 6 001700 W1124D W1124D W1124D 001700 W1124D W1124D W1124D 001700 W1124D W1124D W1124D 0017000 Internetworking congret diver and diver of diver and diver of diver and diver of diver and diver | AMENDMENT OF S | OLICITATION/MODI | FICATION OF CONTRACT | 5 | L CONTRACT ID CODE | PAGE OF PAGES |
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

P00004

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

C.10 Environmental Compliance

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

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

C.10.1 Permit Compliance

<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

2/12/2021 PUBLIC SERVICE

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

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

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

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

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

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

Attachment

1. Section C Description/Specifications/Work Statement



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.

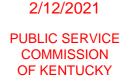
If a change in the service requirement necessitated by such compliance constitutes reasonable cause for an adjustment to the service charge, the charge will be adjusted in accordance with FAR 52.243-1 Alt 1, Changes - Fixed Price or FAR 52.241-7 Changes in Rates or Terms and Conditions of Service for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



2/12/2021

PUBLIC SERVICE COMMISSION

OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

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

This contract does not include the purchase of commodities.

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

C.3.2 Performance Standards

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

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

C.3.3 Metering

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

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

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

C.3.3.1 Future Meters

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

C.3.4 Energy and Water Efficiency and Conservation

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

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

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

C.3.5 Energy/Water Commodity Supply

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

C.4 Service Area

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

C.4.1 Temporary Connections

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

The Administrative Contracting Officer will identify the party responsible for 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

2/12/2021

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

> PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.



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| P00005 | 06-Oct-2005 | W22PES-5193-5014 | | | | |
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| 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 | | | |
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| 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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| where feasible.) DPERATION OF WASTEWATEF | | | by UCF section headings, including solicit | | n/contract subjec | t matt | er | |
| 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 | |
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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



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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 |



Modification P00006

Contract No. W9124D-05-C-0017

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 |

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

Modification P00006

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 |



PUBLIC SERVICE

COMMISSION OF KENTUCKY

SECTION C

Description/Specifications/Work Statement

C.1 Precedence

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

C.2 Scope and Purpose

C.2 General

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

C.2.2 Statutory Directive

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

C.2.3 Utility Service Providers

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

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

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

C.2.4 Utility Systems

The following attachments are included in Section J and are herein referred to as utility-specific 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.

1

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COMMISSION OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

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

This contract does not include the purchase of commodities.

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

C.3.2 Performance Standards

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

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

C.3.3 Metering

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

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

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

C.3.3.1 Future Meters

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

PUBLIC SERVICE

COMMISSION OF KENTUCKY

C.3.4 Energy and Water Efficiency and Conservation

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

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

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

C.3.5 Energy/Water Commodity Supply

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

C.4 Service Area

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

C.4.1 Temporary Connections

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

The Administrative Contracting Officer will identify the party responsible for 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

PUBLIC SERVICE

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

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.

PUBLIC SERVICE

COMMISSION OF KENTUCKY

C.5.1.4 Contractor Facilities

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

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

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

C.5.1.5 Record Drawings

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

C.5.1.6 Disposition of Removed or Salvaged Materials

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

C.5.2 Employees

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

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

C.5.2.1 Personnel Appearance and Identification

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

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

5

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

Contract No. W9124D-05-C-0017

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

Contract No. W9124D-05-C-0017

/12/2021

PUBLIC SERVICE

COMMISSION OF KENTUCKY

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

C.10.3 Environmental Impact Assessments

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

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

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

C.10.5 Hazardous or Toxic Materials

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

C.10.6 Handling and Storage of HAZMAT

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

9

2/12/2021

PUBLIC SERVICE COMMISSION

OF KENTUCKY

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

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

<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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

Contract No. W9124D-05-C-0017

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.



2/12/2021

PUBLIC SERVICE

COMMISSION OF KENTUCKY

C.11.2 Capital Upgrades and Renewals and Replacement

C.11.2.1 Initial Capital Upgrades

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

C.11.2.2 Future Capital Upgrades

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

C.11.2.3 Renewals and Replacements

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

C.11.2.4 Annual Capital Upgrades and Renewals and Replacements Plan

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

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

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

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

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

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

C.11.2.5 Capital Upgrades

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

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.



2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

BILL OF SALE

WASTE WATER AND STORM DRAINAGE SYSTEMS

(Equipment and Materials)

At Fort Knox, Kentucky

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

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
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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

2/12/2021

PUBLIC SERVICE COMMISSION

OF KENTUCKY

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 |

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| 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) |
| | | | | | |
| | | | | | |
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| 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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| PB0011 31-Aug-2006 REF SPEEDLE CODE W9124D ADMENDEMED BY (Itinher than iterat) CODE W9124D CODE W9124D SENDECOMM ECONTRACTOR PROVINCEING CODE W9124D CODE W9124D PGN INCKY W02502 PROVINCEING PROVINCEING CODE W9124D PGN INCKY W02502 PROVINCEING PROVINCEING PROVINCEING CODE W9124D PGN INCKY W02502 PROVINCEING | AMENDMENT OF SOLICE | IAHOIWMODI | leanon of contract | | J | - | 1 3 |
| a. ISSUED BY CODE W124D 7. COUNNETTEED BY (Induce that items) CODE Y2. COUNNETTEED BY (Induce that items) CODE Y2. COUNT W225-S20 Y2. COUNT W25-S20 Y2. CO | | | | | | 5, PROJECT | NO.(Ifapplicable) |
| 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. |
| CODE 101009 ILL THIS TEM ONLY APPLIES TO AMENDMENTS OF SOLICIT ATTONS ILL THIST TEM ONLY APPLIES TO AMENDMENTS OF SOLICIT ATTONS The above numberd solicitation is amended as set this fine in it. Thebar and date specified for except of Dire is contained as set that item is a method in the our and as expecified in the solicitation are annealed source of the Solucing methods. (6) By complexing them S and 15 and terming | CODE 210/0 | EL OU ITAL CO | | x | | (SEE ITEM | 13) |
| □ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified in receipt of OfEr: □ is not excended. ○ Offer must acknowledge receipt of this amendment prior to the low and date specified in the solicitation or an annual of blowing methods: (a) by complicing limes 3 and 15 and returning (c) offer offer administration or accended prior the offer administration or accended prior to the opening hour and date specified in the solicitation and an annument mathers. FAILURE OF YOUR ACROWLEDGMENTTO BE RECEIVED AT VIE FLACE DESCRIPTOR TO THE RECEIPT OF OFFER RECEIPT OF DESCRIPTION DATA (if required) 26. ACCOUNTING AND APPROPRIATION DATA (if required) See Schedule 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 DESCRIPED IN ITEM 14. 14. THIS CHANGE GRADE ADVERTING DATA (if required) See Schedule 15. THIS SITEM APPLIES ONLY TO MODIFICATION OF DER ECT THE ADMINIST RATIVE CHANGES (such as changes in paying office, approprintion date, eic.) SET FORTH IN ITEM 14., PURSUANT TO AUTHORITY OF FAR 43.103 (B). 15. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED | | | | 2653 | | | |
| 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 |
| See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT SORDERS. IT MODIFIES THE CONT RACT/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, ecc.) 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 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 OPENATION OF THE WASTE WATER AND STORM WATER UTLITY SYSTEMS AT FORT KNOX, KENTUCKY (continued) Except as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as hereofore changed, remains unchanged and in full fore and effect. ISA, NAME AND TITLE OF SIGNER (Type or print) I6A, NAME AND TITLE OF SIGNER (Type or print) I6A, NAME AND TITLE OF SIGNER (Type or print) I6A, NAME AND TITLE OF SIGNER (Type or print) I6A, NAME AND TITLE OF SIGNER (Type or print) | or (c) By separate letter or telegram which includes RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. Ifby virtue of thi provided each telegramor letter makes reference to | a reference to the solicitation THE RECEIPTOFOFFERS s amendment you desire to ch the solicitation and this amen | and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIEI ange an offer already submitted, such change may h | ACK D M/ | NOWLEDGMENT A Y RESULT IN ade by telegramor le | TO BE | |
| | | DATA (If required) | | | | | |
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| 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 |
| 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, remains unchanged and in fail fore and effect: 15A. NAME AND TITLE OF SIGNER (Type or print) 16B. CONT RACT OR/OFFEROR (Signature of person authorized to sign) EXCEPTION TO SF 30 30-105-04 | office, appropriation date, etc.) SET FC | RTH IN ITEM 14, PUR | SUANT TO THE AUTHORITY OF FA | | | as changes ir | n paying |
| 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 | D. OT HER (Specify type of modification a | nd authority) | | - | | | |
| 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 | |
| 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 | (contaited) | | | | | | |
| 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//22/24/24/24/24/24/24/24/24/24/24/24/2 | | | | | | | |
| 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) | | | | | | | | |
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| | | 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 | |
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| | | | 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- |

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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*.



2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

C.3.4 Energy and Water Efficiency and Conservation

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

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

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

C.3.5 Energy/Water Commodity Supply

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

C.4 Service Area

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

C.4.1 Temporary Connections

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

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

Name of Contractor/customer

Expected duration of the connection

Description of the connection, including route and type of material

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

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

C.4.3 Joint Use

C.4.3.1 Government Use:

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

C.4.3.2 Commercial Use:

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

C.5 Utility System Ownership, Employees, and Security

C.5.1 Utility System Ownership

C.5.1.1 Transfer of Title

A general description of the utility system(s) assets to be transferred is included in the 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*.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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

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

C.8 Repair Response Notification Procedures

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

C.9 Coordination of Work

C.9.1 Routine Work

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

C.9.2 Service Requests

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

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

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

C.9.3 Connections and Disconnections

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

C.9.4 Scheduled Utility Service Interruptions

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

C.9.5 Excavation Permits

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



C.9.6 Underground Utility Location

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

C.9.7 Coordination Meetings

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

C.9.8 Exercises and Crisis Situations Requiring Utility Support

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

C.10 Environmental Compliance

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

C.10.1 Permit Compliance

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

C.10.2 Work in Environmentally Sensitive Areas

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

8

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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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PUBLIC SERVICE

COMMISSION OF KENTUCKY

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

C.10.7 Common Hazardous Material

The following HAZMAT may be found on the Installation:

<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.

10

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

PUBLIC SERVICE COMMISSION OF KENTUCKY

C.11.2.6 Renewals and Replacements

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

C.11.2.7 Requirements and Standards

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

C.11.2.8 Connections and Disconnections

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

C.12 Operations and Maintenance

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

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

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

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

C.12.1 Quality Management Plan

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

C.13 Operational Transition Plan

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

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

C.13.1 Performance Start Date

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

C.13.2 Connection Requirements

The Operational Transition Plan shall include a plan and schedule for the construction of new connections, if identified in the utility-specific attachments (Section J), or any new 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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|---------------------|------------------------------------------------------------------|--------------------|-------------------------------------------------|-------------|--------------------------------------------------|
| | 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 |
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| 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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| 2 AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ NO | | S PROJECT | NO.(Ifoppficable) | | |
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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.

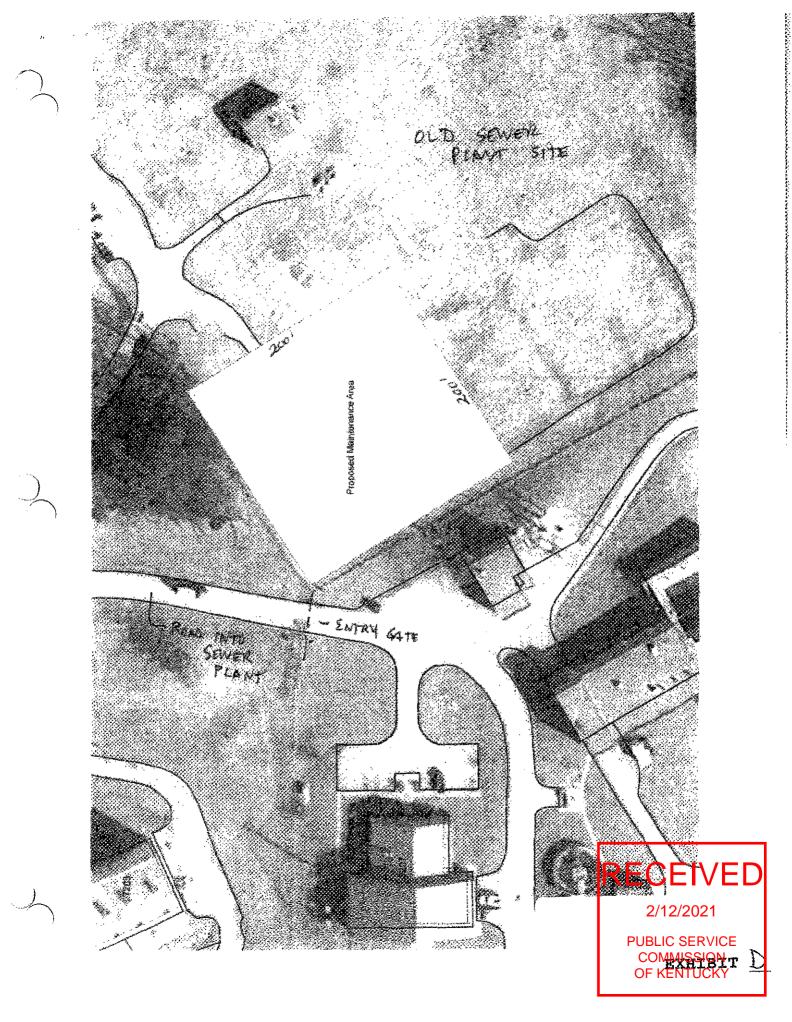
DEPARTMENT OF THE ARMY MICHAEL GEARTER Chief, Real Estate Division Louisville District, Corps of Engineers Louisville, Kentucky

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

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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

\$S

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

SS

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 | | | | | |
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| 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

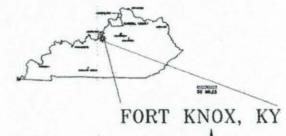
ACCOUNTING AND APPROPRIATION DATA

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

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



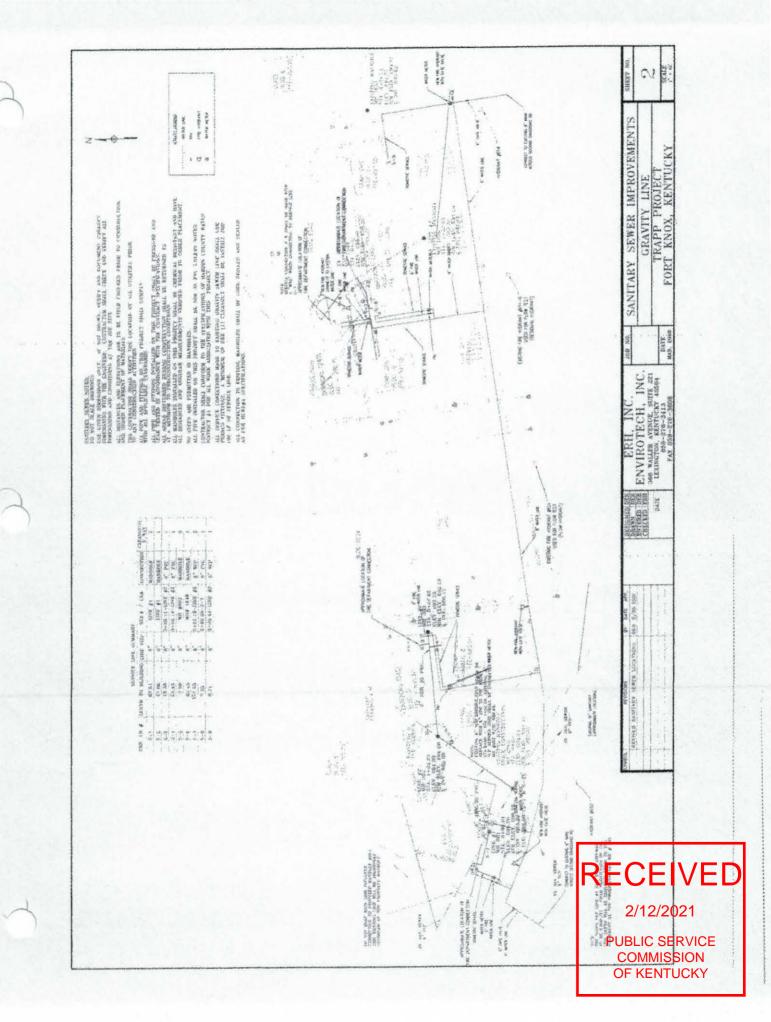
HARDIN COUNTY WATER DISTRICT #1 TRAPP PROJECT SANITARY SEWER IMPROVEMENTS FORT KNOX, KENTUCKY

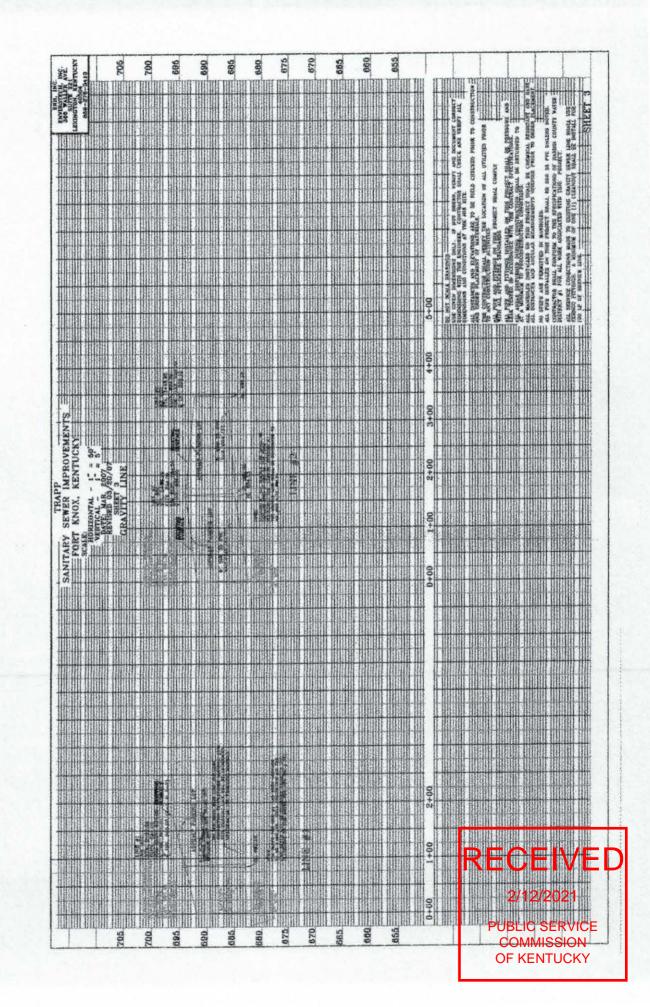


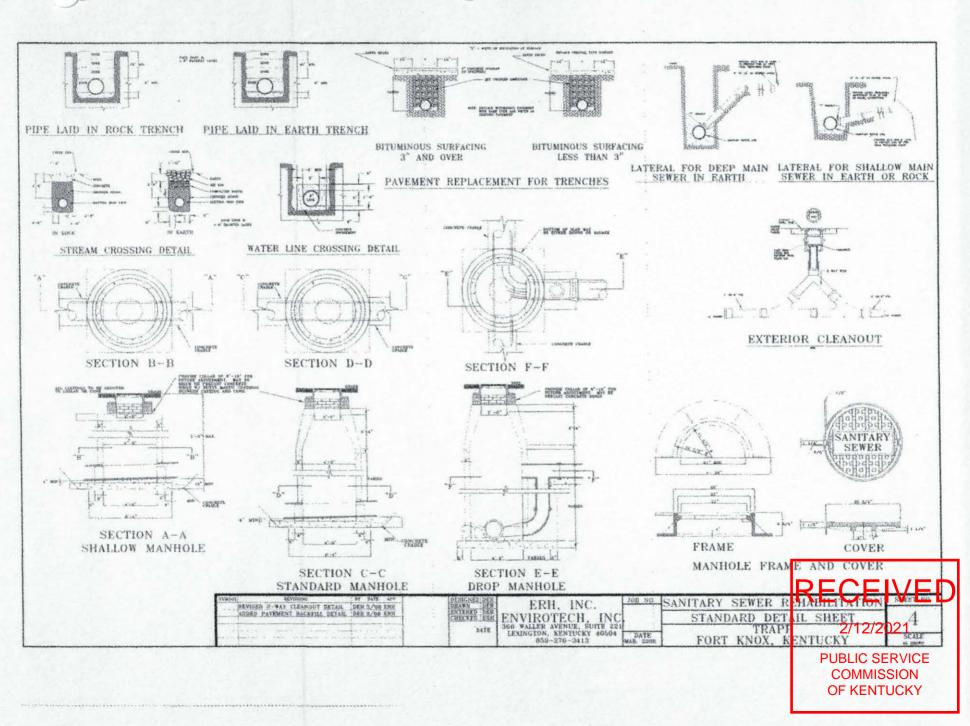
PREPARED FOR: HARDIN COUNTY WATER DISTRICT #1 1400 ROGERSVILLE ROAD RADCLIFF, KENTUCKY TEL. NO. 1-270-351-3222

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 | |
| | IN ITEM 14 ARE MADE IN THE |
| CONTRACT ORDER NO. IN ITEM 10A. | IN ITEM 14 ARE MADE IN THE |
| CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIV | /E CHANGES (such as changes in paying |
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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 | | | |

W9124D-05-C-0017 P00017 Page 4 of 6

| 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 | | | |



W9124D-05-C-0017 P00017 Page 5 of 6

| 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 | | | | |
| A. THIS CHANGE ORDER IS ISSUED CONTRACT ORDER NO. IN ITEM | W 10A. | | | | | | |
| | T FORTH IN ITEM | 14, PURSU | JANT TO THE AUTHORITY OF FAI | | | as chunges i | n paying |
| 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. | |
| DESCRIPTION OF AMENDMENT A where feasible.) Modification Control Number: bow OPERATION OF WASTE WATER AND \$ (confir | v mans081920 STORM WATER UTL | 0 0 | | at at in | n/contract sub | ect matter | |
| 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 | | |

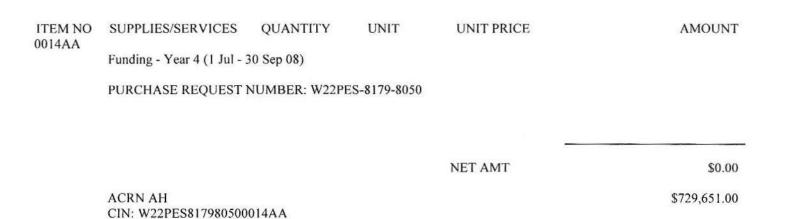


W9124D-05-C-0017 P00018 Page 4 of 5

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) | | | | | | |
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| 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 | |
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| | | 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-

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

(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---

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

(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-



W9124D-05-C-0017 P00021 Page 6 of 14

(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



W9124D-05-C-0017 P00021 Page 11 of 14

| 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 |

2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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|-----------------|------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------|----------------------|--------------------------|
| 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 | | | |

PUBLIC SERVICE COMMISSION OF KENTUCKY

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



W9124D-05-C-0017 P00021 Page 14 of 14

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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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PUBLIC SERVICE COMMISSION

OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

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

This contract does not include the purchase of commodities.

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

C.3.2 Performance Standards

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

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

C.3.3 Metering

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

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

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

C.3.3.1 Future Meters

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

2/12/2021

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.

> PUBLIC SERVICE COMMISSION OF KENTUCKY

C.5.2.2 Employee Certification

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

C.5.2.3 National Agency Check

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

C.5.2.4 Controlled Access Areas

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

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security 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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

C.10.9 Hazardous Material Spills

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

C.10.10 Hazardous Waste

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

C.10.11 Interface with Environmental Regulatory Agencies

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

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

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

C.10.12 Environmental Regulatory Compliance

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

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

C.10.13 Citations

Because the Government and the Contractor are co-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



2/12/2021

PUBLIC SERVICE COMMISSION

OF KENTUCKY

C.3 Requirement

C.3.1 Utility Service Requirement

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

This contract does not include the purchase of commodities.

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

C.3.2 Performance Standards

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

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

C.3.3 Metering

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

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

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

C.3.3.1 Future Meters

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

PUBLIC SERVICE 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

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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

C.5.1.4 Contractor Facilities

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

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

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

C.5.1.5 Record Drawings

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

C.5.1.6 Disposition of Removed or Salvaged Materials

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

C.5.2 Employees

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

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

C.5.2.1 Personnel Appearance and Identification

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

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

> PUBLIC SERVICE COMMISSION OF KENTUCKY

C.5.2.2 Employee Certification

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

C.5.2.3 National Agency Check

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

C.5.2.4 Controlled Access Areas

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

C.5.2.5 Listing of Employees and Subcontractors

The Contractor shall maintain a current list of employees, subcontractors, and employees of subcontractors. The list will include employee names, social security numbers, and security clearance levels. This list shall be validated by the Contractor's security 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

points of 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 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.

2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

C.10.9 Hazardous Material Spills

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

C.10.10 Hazardous Waste

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

C.10.11 Interface with Environmental Regulatory Agencies

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

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

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

C.10.12 Environmental Regulatory Compliance

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

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

C.10.13 Citations

Because the Government and the Contractor are co-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.

PUBLIC SERVICE COMMISSION OF KENTUCKY

C.11.2.6 Renewals and Replacements

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

C.11.2.7 Requirements and Standards

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

C.11.2.8 Connections and Disconnections

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

C.12 Operations and Maintenance

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

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

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

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

C.12.1 Quality Management Plan

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

C.13 Operational Transition Plan

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

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

C.13.1 Performance Start Date

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

C.13.2 Connection Requirements

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

PUBLIC SERVICE COMMISSION OF KENTUCKY

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

C.13.3 New Meter Requirements

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

C.13.4 Permits and Procedures

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

C.13.5 Inventory and Transfer Requirements

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

C.13.5.1 Inventory and Transfer of Facilities and Fixed Equipment

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

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

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

C.13.5.3 Transfer of Manuals and Records

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

C.13.5.4 Joint Inventory

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

C.13.6 Initial Meter Readings

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

C.14 Contractor Required Notifications

C.14.1 Sewage Releases

The contractor shall notify Fort Knox Officials within 4 hours of ceasing, and 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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OF KENTUCKY

15

<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) | | | | | |
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| | | | | | |
| 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 | | | |
| CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation datc, C. THIS SUPPLEMENTAL A D. OTHER (Specify type of m DFAR 252 232-7007 | IN ITEM 10A. CONTRACTA stc.) SET FOR GREEMENT 1 | ORDER IS MODIFIE TH IN ITEM 14, PUI S ENTERED INTO P I authority) | authority) THE CHANGES SET FORT O TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF F | H IN I IVE C AR 43 | TEM 14 ARE MADE | anges in j | | |
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| CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation date, i C. THIS SUPPLEMENTAL A D. OTHER (Specify type of m DFAR 252.232-7007 E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDI where feasible.) Modification Control Number OPERATION OF THE WASTE W | IN ITEM 10A. CONTRACT/ etc.) SET FOR GREEMENT 1 hodification and X is not, MENT/MODIF r: bow mans /ATER AND ST | ORDER IS MODIFIEI TH IN ITEM 14, PUR SENTERED INTO P d authority) is required to si PICATION (Organize 092518 | authority) THE CHANGES SET FORT O TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF F URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including sol | H IN I IVE C AR 43 | TEM 14 ARE MADE HANGES (such as cha .103(B). | anges in j | | |
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| CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation date, I C. THIS SUPPLEMENTAL A D. OTHER (Specify type of m DFAR 252.232-7007 E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDI where feasible.) Modification Control Number OPERATION OF THE WASTE W (continued) Except as provided herein, all terms and o | IN ITEM 10A. CONTRACT/ etc.) SET FOR GREEMENT 1 modification and X is not, MENT/MODIF r: bow mans /ATER AND ST) conditions of the d GNER (Type of | ORDER IS MODIFIEI THIN ITEM 14, PUI SENTERED INTO P d authority) is required to si PICATION (Organize 092518 FORM WATER UTILITY | authority) THE CHANGES SET FORT D TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including sol (SY STEMS, FORT KNOX, KENTUCKY 19A or 10A, as hereto fore changed, remains unch 16A. NAME AND TITLE OF C STEPHANIE A BOYMAN / CONTRACTIN TEL: 502-624-4947 ED 16B. UNITED STATES OF AMI | HINT IVE C COP icitation | IANGES (such as cha 103(B). ics to the issuing offic on/contract subject m and in full force and effect. ACT ING O FISED E EMAIL: STEP JANIE BOW | anges in j | | |
| CONTRACT ORDER NO. B. THE ABOVE NUMBERED office, appropriation date, C. THIS SUPPLEMENTAL A D. OTHER (Specify type of m DFAR 252.232-7007 E. IMPORTANT: Contractor 14. DESCRIPTION OF AMENDI where feasible.) Modification Control Number OPERATION OF THE WASTE W (continued) Except as provided herein, all tenns and of 15A. NAME AND TITLE OF SIC | IN ITEM 10A. CONTRACT/ etc.) SET FOR GREEMENT 1 odification and X is not, MENT/MODIF r: bow mans (ATER AND ST) | ORDER IS MODIFIEI THIN ITEM 14, PUI SENTERED INTO P 1 authority) is required to si PICATION (Organize 092518 FORM WATER UTILITY form WATER UTILITY | authority) THE CHANGES SET FORT D TO REFLECT THE ADMINISTRAT RSUANT TO THE AUTHORITY OF URSUANT TO AUTHORITY OF: gn this document and return d by UCF section headings, including sol (SY STEMS, FORT KNOX, KENTUCKY SY STEMS, FORT KNOX, KENTUCKY 16A. NAME AND TITLE OF C STEPHANIE A BOWMAN / CONTRACTIN TEL: 502-624-4947 | HINI IVE C AR 43 cop icitation icitation contra g offic ERICA | IANGES (such as cha 103(B). its to the issuing offic on/contract subject m ind in full brea and effect. ACT ING O E EMAIL: STEP JANIE BOW | anges in j ccc. atter | paying | |

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) | | | | | |
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| | | | | | |
| | | | | | |
| 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) | | | | | |
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| | | | | | |
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| | | | | | |
| | | | | 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) | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| 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 | | | | | | | |
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| | | | | | | | | |
| 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) | | | | | | | | |
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| | | | _ | | | | | |
| 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) | | | | | | | |
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| | | | | | | | |
| 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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| So Item 6 So Control | AMENDMENT MODIFICATION NO. P00037 | a line - state | and the second | | 5. PRC | DECTNO (Happlicable) |
| | 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 | | | | | |
| CONTRACT ORDER NO. IN ITEM 104. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43, 103(B). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF. FAR 52, 214-7, Change in Rates/Terms & Conditions of Service(Regulated Svcs) D. OTHER (Specify type of modification and authority) IMPORTANT: Contractor is not, 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 mans102360 SPERATION OF THE WASTE WATER AND STORM WA TER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued) | | | A State of the second | | | |
| collice, appropriation date, etc.) SET FORTH IN TIEM 14, PURSUANT TO THE AUTHORITY OF FAR 43, 103(B). C. THIS SUPPLEMENTAL ACREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF. FAR 52, 214-7, Change in Rates/Terms & Conditions of Service(Regulated Svcs) D. OTHER (Specify type of modification and authority) IMPORTANT: Contractor is not, is not, is required to sign this document and return copies to the issuing office. 1. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: bow mans 102360 DEPERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued) rept as provided herein, all terms and conditions of the document preferenced in Item 9A or 10A, as heretofise changed, tensing auchanged and in fail bree and effective for function Control Number: bow mans 102360 DEFERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KENTUCKY (continued) A. NAME AND TITLE OF SIGNER (Type or print) JAMAES BRULE - GENERAM MANAGEM MAKES BRULE - GENERAM MANAGEM BE. CONTRENCTOR/OFFERGY ISC. DATE SIGNED May Muttor 16A. INTER DIFTED STATES OF AMERICA Way Muttor 9-23-26 10 BY Gignature of Contracting Officer) | CONTRACT ORDER NO. IN ITEM 1 | 0A. | | | | |
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| BE. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA BY Authorized Signature of Contracting Officer) 16C. DATE SIGNED 16C. DATE SIGNED 16C. DATE SIGNED 16B. UNITED STATES OF AMERICA Signature of Contracting Officer) 16C. DATE SIGNED 16C. DA | A. NAME AND TITLE OF SIGNER (Typ | be or print) | 16A. NAMSTEPHATISEA BO | WH | RACTING OFFICEL | |
| (Signature of person authorized to sign) 9-23-2010 BY Aughanie a. Barman PUBLIC. (Signature of Contracting Officer) PUBLIC. | | and the second | 1 | _ | the state of the second s | 2/12/2021 |
| (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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W9124D-05-C-0017 P00037 Page 2 of 7

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

W9124D-05-C-0017 P00037 Page 3 of 7

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.



W9124D-05-C-0017 P00037 Page 4 of 7

| 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.

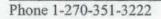
Sincerely,

; 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;

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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 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)

1. **Rates and Charges:** All the terms, services provided, rates, responsibilities of District and process for future rate adjustments have been negotiated and agreed to in the Contract signed and executed on September 30, 2004. The revised rate, agreed to rates for the Government, to be effective November 1, 2010, are as follows;

(T) (R)

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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 | | | | | |
| INSURD BY CODE | W9124D | 7. ADMINISTERED BY (Ifother than item 6) | 1. | | ODE | | |
| 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) | |
| DDE 316V9 | FACILITY CO | | X | 30-Sep-2004 | | | |
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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 |
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| | Replacement of Approxim Cured-in-Place Pipe to Ap Line at Brooks Field | | and Application | | |
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ACCOUNTING AND APPROPRIATION DATA

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> 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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| | | PRIOR TO THE HOUR AND DATE SPECIFIED inge an offer already submitted, such change may b | | letter. | | |
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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.



W9124D-05-C-0017 (azzarel1111477) Page 3 of 8

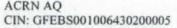
| ITEM NO 0027 | SUPPLIES/SERVICES | QUANTITY 3 | UNIT Months | UNIT PRICE \$230,057.00 | AMOUNT \$690,171.00 |
|-----------------|---------------------------------------------------------------------|--------------------|----------------|----------------------------|------------------------|
| 0027 | 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

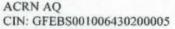
| ITEM NO 0028 | SUPPLIES/SERVICES | QUANTITY 3 | UNIT Months | UNIT PRICE \$38,840.00 | AMOUNT \$116,520.00 |
|-------------------|---------------------------------------------------------------------|--------------------|----------------|---------------------------------------|------------------------|
| | 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 |





W9124D-05-C-0017 (azzarell111477) Page 5 of 8

| 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 |





W9124D-05-C-0017 (azzarell111477) Page 6 of 8

| 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



W9124D-05-C-0017 (azzarell111477) Page 7 of 8

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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| Description See Item 6 Series to be series and be series to be series and be series to be series and bere do bere do be seri | P00040 | 14-Jul-2011 | SEESCHEDULE | | | |
| See Item 0 See I | SSUED BY CODE | W9124D | 7. ADMINISTERED BY (Ifother than item 6) |) | CODE | |
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| ANE AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) 9A. AMENDMENT OF SOLICITATION WRDN COUNT WATER OUTFOUT 9B. DATED (SEE IT EM 11) WRDN COUNT WATER OUTFOUT 9B. DATED (SEE IT EM 11) X WRDN COUNT ACT/ORDER NO. | 199 6TH AVE | | | | | |
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| RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPTOR OFFERS PLOR TO THE HOUR AND DATE SPECIFIED AVERAGE. RECEITOR OF VOUROFFER, BY, White of this amendance you dealet or damage and brained you damage made by degrame of tester, provided each degram or later makes reference to the solicitation and this amendament, and is received prior to the opening hour and date specified. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERES IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. THIS CHANGE ORDER NO. IN ITEM 10. THIS CHANGES CADER NO. IN ITEM 10. THIS CHANGES SET FORTH IN ITEM 14. PURCES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10. THIS CHANGES (such as changes in paying office, appropriation date, etc.). STAN DAME AND TITLE OF ONT RACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.). STAN DAME AND TITLE OF ONT RACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.). THIS STANDARD FORM JA (CHANGES LINE) THIS STANDARD TIS ENT ERED INTO PURSUANT TO AUTHORITY OF: AR52.435.141, (Changes-Fixed Price OTHER (Specify type of modification and authority) MPORT ANT: Contractor is not, is is required to sign this document and return iconformation contract subject matter where facility. Modification Control Number: azzarel111657 ERATION OF THE WASTER AND STORM WATER UTLITY SYSTEMS, FORT KNOX, KY. (CONTINUED) As a provided herein, all terms and conditions office document referenced in Item9A or 10A, so herefore changed, remins anchanged and in full force and effect. NAME AND TITLE OF SQNER (Type or print) AM AS 5 SUCCE CENTER AND STORM WATER UTLITY SYSTEMS, FORT KNOX, KY. (CONTINUED) As a provided herein, all terms and conditions office document referenced in Item9A or 10A, so herefore changed, remins anchanged and in full force and effect. NAME AND TITLE OF SQNER (Type or p | (a) By completing Items 8 and 15, and returning | | | | | i |
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| where feasible.) Modification Control Number: azzarell111657 ERATION OF THE WASTE WATER AND STORM WATER UTILITY SYSTEMS, FORT KNOX, KY. (CONTINUED) At 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. NAME AND TITLE OF SIGNER (Type or print) AMES BRUCE - CENERAL MANABSR, HOW) THE 502-624-86448 (Signeture of person authorized to sign) (Signeture of Person authorized to s | DESCRIPTION OF AMENDMENT/MOD | FICATION (Organized | by LICE section headings including solid | itation/ | contract subject matter | |
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| (CONTINUED) As as provided herein, all terms and conditions of the document referenced in Item9A or 10A, as heretofore changed, remains unchanged and in full force and effect. NAME AND TITLE OF SIGNER (Type or print) AMES BRUCE - GENERA MANASSR How) TEL:502-L24-S048 EMAIL: do use MANE AND TITLE OF CONTRACTING OFFICER (Type or print) TEL:502-L24-S048 EMAIL: do use MANE AND TITLE OF SIGNER (Type or print) TEL:502-L24-S048 EMAIL: do use MANE AND TITLE OF SIGNER (Type or print) TEL:502-L24-S048 EMAIL: do use MANE AND TITLE OF SIGNER (Type or print) TEL:502-L24-S048 EMAIL: do use TEL:502-L24-S048 EMAIL: do | | | SYSTEMS FORT KNOY KY | | | 33 |
| At as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. NAME AND TITLE OF SIGNER (Type or print) AMES BRUCE - GENERAM MANABSR, HOW) TEL: 503-629-8048 CONTRACTOR/OFFEBOR (Signature of person authorized to sign) ISC. DATE SIGNED ISC. DATE S | | | | | | |
| At as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. NAME AND TITLE OF SIGNER (Type or print) AMES BRUCE - GENERAM MANABSR, HOW) TEL: 503-629-8048 CONTRACTOR/OFFEBOR (Signature of person authorized to sign) ISC. DATE SIGNED ISC. DATE S | | | | | | |
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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 |
| ROVED BY OIRM 11-84 FAR (48 CFR) 53.243 COMMISSI | | | (aguature of Contracting Off | ncer) | STANDARD P | OPM 20 (Pm 10.021 |
| 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.



W9124D-05-C-0017 P00040 Page 3 of 10

| 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



W9124D-05-C-0017 P00040 Page 4 of 10

| | | | | | 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



W9124D-05-C-0017 P00040 Page 8 of 10

| 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

W9124D-05-C-0017 P00040 Page 10 of 10

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.



W9124D-05-C-0017 P00041 Page 3 of 4

| 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 |
| | | | |

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W9124D-05-C-0017 (azzarell121977) Page 4 of 6

| | | | | | 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 |
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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 | | | | | | |
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| 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 |

W9124D-05-C-0017 (azzarell131077) Page 2 of 9

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

W9124D-05-C-0017 (azzarell131077) Page 3 of 9

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:



W9124D-05-C-0017 (azzarell131077) Page 5 of 9

| 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 | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 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 | | | |
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| 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. | | | | | |
| | | | | | | | | |
| | | | | | | | | |
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| 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 | (|) | : |
|---|---|---|---|---|
| | | | | |

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DELIVERY DATE

QUANTITY

SHIP TO ADDRESS

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

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

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



W9124D-05-C-0017 P00055 Page 3 of 4

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 |

W9124D-05-C-0017 (torres15622) Page 2 of 10

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.

RECEIVED 2/12/2021 PUBLIC SERVICE COMMISSION OF KENTUCKY

W9124D-05-C-0017 (torres15622) Page 3 of 10

| 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 |

W9124D-05-C-0017 (torres15622) Page 6 of 10

| 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

W9124D-05-C-0017 (torres15622) Page 7 of 10

| 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 |

W9124D-05-C-0017 P00057 Page 3 of 8

| | | | | 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:



W9124D-05-C-0017 P00057 Page 4 of 8

| | 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:



W9124D-05-C-0017 P00057 Page 6 of 8

| | | | | | | 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 |

W9124D-05-C-0017 P00058 Page 2 of 11

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:



W9124D-05-C-0017 P00058 Page 4 of 11

- 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 |

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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 | |
| 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 | |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, K) FARS 252.204-7012, S DUSD memo for Cyber me. | (afeguarding Covered Defense Informa Security dated 21 September 2017. | : ation and Cyber Incident Report | |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber me. | 9A or 10A, as heretofore changed, remains unch | ation and Cyber Incident Report anged and in full fo <mark>rce and effect.</mark> | ing |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber me. | 9A or 10A, as heretofore changed, remains unch | ation and Cyber Incident Report anged and in full force and effect. ONT RACT ING CIPP (CPN (Pype | ing |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, K) FARS 252.204-7012, S DUSD memo for Oyber me. | 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF CO KERRY A. ST JOHN / CONTRACTING OFF | ation and Cyber Incident Report anged and in full force and effect. ONTRACTING OFFICER (Fyre | |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, KN FARS 252.204-7012, S DUSD memo for Cyber me. | Afeguarding Covered Defense Informa Security dated 21 September 2017. 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF CO KERRY A ST JOHN / CONTRACTING OFF TEL: 502.624.1493 | ation and Cyber Incident Report anged and in full force and office. ONT RACT ING CONTOCON (Control) ICER EMAIL: for yasijon.civ@mai.m | |
| 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 All other terms and conditions remain the sa | FICATION (Organized 2212 Contract, Fort Knox, K) FARS 252.204-7012, S DUSD memo for Cyber me. | afeguarding Covered Defense Informa Security dated 21 September 2017. 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF O KERRY A ST JOHN / CONTRACTING OFF TEL: 502.624.1493 D 16B. UNITED ST AT ES OF AME | ation and Cyber Incident Report anged and in full force and effect. ONT RACTING OFFICER EMAIL: ler ya sijon civ@mail.m RICA | |
| 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 O All other terms and conditions remain the sa all other terms and conditions remain the sa Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type STEMPS N. Hagen 15B. OFTERACTOROR TERMS | FICATION (Organized 2212 Contract, Fort Knox, K) FARS 252.204-7012, S DUSD memo for Oyber me. | afeguarding Covered Defense Informa Security dated 21 September 2017. 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF O KERRY A ST JOHN / CONTRACTING OFF TEL: 502524.1493 D 16B. UNITED ST AT ES OF AME BY | anged and in full force and offect. ONT RACT ING OFFICER EMAIL: ler yassjohnciv@rrai.rr RICA | ing PTP (11)/E (5/2078) SIGN 07-Mar-2019 |
| 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 O All other terms and conditions remain the sa all other terms and conditions remain the sa Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type STEPHEN MARGEN 15B. OFTERACTOR/OFTER/R (Signature of person authorized to sign) | FICATION (Organized Operator of the second s | 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF CO KERRY A ST JOHN / CONTRACTING OFF TEL: 502524.1493 D 16B. UNITED ST AT ES OF AME BY (Signature of Contracting C | anged and in full force and effect. ONT RACTING OFFICER EMAIL: ler ya sijon civ@mai.m RICA 2/1 Officer) PUBLI | |
| 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 O All other terms and conditions remain the sa all other terms and conditions remain the sa Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type STEMPS N. Hagen 15B. OFTERACTOROR TERMS | FICATION (Organized Operator of the second s | afeguarding Covered Defense Informa Security dated 21 September 2017. 9A or 10A, as heretofore changed, remains unch 16A. NAME AND TITLE OF O KERRY A ST JOHN / CONTRACTING OFF TEL: 502524.1493 D 16B. UNITED ST AT ES OF AME BY | anged and in full force and effect. ONT RACTING OFFICER EMAIL: ler ya sijon civ@mai.m RICA 2/1 Officer) PUBLI | |

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 | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| 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 |

W9124D-05-C-0017 (stjohnk2163) Page 2 of 4

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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W9124D-05-C-0017 (stjohnk2163) Page 4 of 4

Total: \$5,835.07

Cost Code: A60TE

