

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

<b>ELECTRONIC APPLICATION OF</b>	)
<b>HARDIN COUNTY WATER</b>	)
<b>DISTRICT NO. 2 FOR A</b>	) <b>CASE NO. 2017-00264</b>
<b>CERTIFICATE OF PUBLIC</b>	)
<b>CONVENIENCE AND NECESSITY</b>	)

**SECOND SUPPLEMENT TO APPLICATION**

Hardin County Water District No. 2 (“Hardin District No. 2”), by counsel, supplements its Application to the Public Service Commission (“Commission”) with this filing to report the engineer’s Recommendation of Award Letters and the Resolutions accepting bids and awarding the contracts.

1. The project engineer, Mark A. Sneve of Stand Associates, Inc., prepared Recommendation of Award Letters regarding each of the four contracts on October 12, 2017. The letters are attached to this filing and designated **Exhibit 36** to the Application.

2. The Hardin District No. 2 Board of Commissioners adopted four Resolutions on October 17, 2017. Resolution No. 2017-10-01 awards Contract 1-2017 to Cumberland Pipeline, LLC; Resolution No. 2017-10-02 awards Contract 2-2017 to Cumberland Pipeline, LLC; Resolution No. 2017-10-03 awards Contract 3-2017 to Norris Bros Excavating, LLC; and Resolution No. 2017-10-04 awards

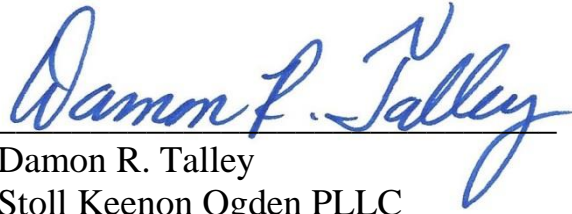
Contract 4-2017 to Twin States Utilities & Excavation, Inc. The award of each of the contracts is contingent upon the Commission granting Hardin District No. 2 a Certificate of Public Convenience and Necessity to construct the Proposed Facilities. The Resolutions are attached to this filing and designated **Exhibit 37** to the Application.

3. As it requested in its Application, Hardin District No. 2 respectfully requests that the Commission enter an order granting Hardin District No. 2 a Certificate of Public Convenience and Necessity to construct the Nolin River Watershed Wastewater Project by **November 1, 2017**.

**[Remainder of page intentionally left blank]**

Dated: October 23, 2017

Respectfully submitted,



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*Counsel for Hardin County Water District  
No. 2*

## CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that Hardin County Water District No. 2's electronic filing of this Second Supplement to Application is a true and accurate copy of the same document being filed in paper medium; that the electronic filing was transmitted to the Public Service Commission on October 23, 2017; that there are currently no parties that the Public Service Commission has excused from participation by electronic means in this proceeding; and that on or before October 25, 2017 an original and six copies in paper medium of this Second Supplement to Application will be delivered to the Public Service Commission.

  
Damon R. Talley

# **EXHIBIT 36**



Strand Associates, Inc.<sup>®</sup>  
Waterfront Plaza  
325 West Main Street, Suite 710  
Louisville, KY 40202  
(P) 502-583-7020  
(F) 502-583-7026

October 12, 2017

Mr. James Jeffries, General Manager  
Hardin County Water District No. 2  
360 Ring Road  
Elizabethtown, KY 42701

Re: Nolin River Watershed Sewer Infrastructure  
Contract No. 1-2017 - Pump Stations

Dear Mr. Jeffries:

Bids for the above-referenced project were opened on September 13, 2017. Six contractors bid on this lump sum contract.

Norris Brothers Excavating, LLC (Norris) of Crossville, TN was the apparent low bidder at \$2,328,000. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

Strand Associates, Inc.<sup>®</sup> has not had previous experience with Norris Brothers Excavating, LLC. We contacted seven engineers and associates as references. References offered mixed reactions.

HCWD2 staff contacted five project owner references. References offered mixed reactions.

HCWD2 visited a pump station that Norris constructed in Kingston TN about seven years prior and found the station to be operable and satisfactory in appearance. The project owner was asked if they would hire Norris again and they said they would not.

HCWD2 requested a list of pump stations constructed by Norris and they furnished a list of 15 projects but only two projects listed new pump stations. In conversation with Norris, they said they have built 10 to 15 pump stations.

HCWD2 reviewed the financials sent by Norris and found them to be adequate.

Norris owns the equipment needed to complete the project, based on their furnished list of equipment.

Award of the Contract is governed by Article 19 of the Instructions to Bidders, which is attached for reference.

In considering the award of this contract, HCWD2 must determine if the bidder is responsive and responsible. Norris was responsive to the bid requirements. HCWD2 will need to determine if Norris is responsible.

If a contract is to be awarded, a notice of award must be provided within 60 days of the bid opening, or by November 11, 2017.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>

Mark A. Sneve, P.E., BCEE  
Project Manager

Enclosure(s)

c: File



Strand Associates, Inc.<sup>®</sup>  
Waterfront Plaza  
325 West Main Street, Suite 710  
Louisville, KY 40202  
(P) 502-583-7020  
(F) 502-583-7026

October 12, 2017

Mr. James Jeffries, General Manager  
Hardin County Water District No. 2  
360 Ring Road  
Elizabethtown, KY 42701

Re: Nolin River Watershed Sewer Infrastructure  
Contract No. 2-2017 - Force mains

Dear Mr. Jeffries:

Bids for the above-referenced project were opened on September 13, 2017. Six contractors bid on this Unit Price contract.

Cumberland Pipeline, LLC (Cumberland) of Russell Springs, KY was the apparent low bidder at \$3,251,352.20. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

Strand Associates, Inc.<sup>®</sup> has previously worked with Cumberland on projects for Lexington-Fayette Urban County Government and the City of Somerset. Based on our previous experience with this contractor, we have found Cumberland Pipeline, LLC to be responsible.

We contacted four engineers as references. All references offered positive responses.

HCWD2 has familiarity with Cumberland and their management from past projects.

Cumberland furnished a list of completed projects which included 21 new pressure pipe (force main or water main) installation contracts.

HCWD2 reviewed the financials sent by Cumberland and found them to be adequate.

Cumberland owns the equipment needed to complete the project, based on their furnished list of equipment.

Award of the Contract is governed by Article 19 of the Instructions to Bidders, which is attached for reference.

In considering the award of this contract, HCWD2 must determine if the bidder is responsive and responsible. Cumberland was responsive to the bid requirements. HCWD2 will need to determine if Cumberland is responsible.

If a contract is to be awarded, a notice of award must be provided within 60 days of the bid opening, or by November 11, 2017.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>

Mark A. Sneve, P.E., BCEE  
Project Manager

Enclosure(s)

c: File



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325 West Main Street, Suite 710  
Louisville, KY 40202  
(P) 502-583-7020  
(F) 502-583-7026

October 12, 2017

Mr. James Jeffries, General Manager  
Hardin County Water District No. 2  
360 Ring Road  
Elizabethtown, KY 42701

Re: Nolin River Watershed Sewer Infrastructure  
Contract No. 3-2017 - Glendale Sewers

Dear Mr. Jeffries:

Bids for the above-referenced project were opened on September 13, 2017. Three contractors bid on this Unit Price contract.

Norris Brothers Excavating, LLC (Norris) of Crossville, TN was the apparent low bidder at \$3,524,062.40 for the base bid. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

Strand Associates, Inc.<sup>®</sup> has not had previous experience with Norris Brothers Excavating, LLC. We contacted seven engineers and associates as references. References offered mixed reactions.

HCWD2 staff contacted five project owner references. References offered mixed reactions.

Norris furnished a list of completed projects which included 15 new sewer installation contracts.

HCWD2 reviewed the financials sent by Norris and found them to be adequate.

Norris owns the equipment needed to complete the project, based on their furnished list of equipment.

Award of the Contract is governed by Article 19 of the Instructions to Bidders, which is attached for reference.

In considering the award of this contract, HCWD2 must determine if the bidder is responsive and responsible. Norris was responsive to the bid requirements. HCWD2 will need to determine if Norris is Responsible.

If a contract is to be awarded, a notice of award must be provided within 60 days of the bid opening, or by November 11, 2017.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>

Mark A. Sneve, P.E., BCEE  
Project Manager

Enclosure(s)

c: File





Strand Associates, Inc.<sup>®</sup>  
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325 West Main Street, Suite 710  
Louisville, KY 40202  
(P) 502-583-7020  
(F) 502-583-7026

October 12, 2017

Mr. James Jeffries, General Manager  
Hardin County Water District No. 2  
360 Ring Road  
Elizabethtown, KY 42701

Re: Nolin River Watershed Sewer Infrastructure  
Contract No. 4-2017 - Interchange Area

Dear Mr. Jeffries:

Bids for the above-referenced project were opened on September 13, 2017. Four contractors bid on this Unit Price contract.

Twin States Utilities & Excavation, Inc., LLC (Twin States) of Mount Hermon, KY was the apparent low bidder at \$3,164,570. The bid included a bid bond for 5 percent and Addendum No. 1 was acknowledged.

Strand Associates, Inc.<sup>®</sup> has not had previous experience with Twin States. Therefore, we are not able to comment in regard to their performance on other projects.

We contacted three engineers as references. All references offered positive responses.

HCWD2 has familiarity with Twin States from past projects.

Twin States furnished a list of completed projects which included six new gravity sewer and/or pressure pipe (force main or water main) installation contracts.

HCWD2 reviewed the financials sent by Twin States and found them to be adequate.

Twin States owns the equipment needed to complete the project, based on their furnished list of equipment.

Award of the Contract is governed by Article 19 of the Instructions to Bidders, which is attached for reference.

In considering the award of this contract, HCWD2 must determine if the bidder is responsive and responsible. Twin States was responsive to the bid requirements. HCWD2 will need to determine if Twin States is responsible.

If a contract is to be awarded, a notice of award must be provided within 60 days of the bid opening, or by November 11, 2017.

Sincerely,

STRAND ASSOCIATES, INC.<sup>®</sup>

Mark A. Sneve, P.E., BCEE  
Project Manager

Enclosure(s)

c: File

# COPY OF BID SET

## ARTICLE 17—OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement to Bid and, unless obviously nonresponsive, read aloud publicly. An abstract of the amounts of the base bids and major alternatives and components, if any, will be made available to Bidders after the opening of Bids.

## ARTICLE 18—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## ARTICLE 19—AWARD OF CONTRACT

19.01 OWNER reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete, nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be nonresponsive.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternatives, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bids, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

19.05.1 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals or entities to perform the Work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time. Bidder shall furnish to OWNER all such information and data for this purpose as OWNER may request. OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy OWNER that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.05.2 OWNER shall be satisfied that Bidder involved (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has



# COPY OF BID SET

a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.06.1 If a Contract for Contract 1-2017, 2-2017, and/or 4-2017 is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

19.06.2.1 If a Contract for Contract 3-2017 is to be awarded, it will be awarded to the responsive and responsible Bidder with either the lowest computed total base bid or the computed total base bid plus any alternative(s) selected by OWNER whose evaluation indicates to OWNER that the award will be in the best interest of the Project. Bid from the successful Bidder for the computed total base bid plus any alternative(s) selected by OWNER may not necessarily be lower in price than the bid or bids for other alternative combinations.

19.06.2.2 Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information as listed in Article 6.05 of the General Conditions, prior to the Notice of Award. If an alternative is selected by OWNER, the awarded Contract price will include the selected alternative(s).

19.06.2.3 Should the CONTRACTOR offer and the OWNER wish to consider a Combined Total Lump Sum Bid for the award any combination of contracts, the deductive amount shall be split proportionally between the various contracts awarded. This proportion will be based on the original bid amounts for the individual contracts. For contracts based on unit prices, this deductive amount will take the form of a deductive line item added to the end of the schedule of values.

19.06.3 Once all responsive and responsible Bidders have been determined and ranked, the residency of each Bidder will be identified. A preference equal to the preference given to or required by the state of the highest evaluated "nonresident bidders" will then be given to all responsive and responsible "resident bidders". The bids will then be rescored and re-ranked to account for any applicable preferences to determine lowest responsive and responsible Bidder. In awarding a contract, "resident bidders" shall only receive preference against "nonresident bidders" residing in a state that gives a preference to bidders from that state. The preference will not be applied against "nonresident bidders" residing in states that do not give preference against Kentucky bidders. If a preference evaluation results in a tie between a "resident bidder" and a "nonresident bidder", preference will be given to the "resident bidder". The application of this regulation will not result in a "nonresident bidder" receiving preference over another "nonresident bidder".

19.07 If a Contract is to be awarded, OWNER will give the successful Bidder a Notice of Award within 60 days after the time set for opening Bids.

## ARTICLE 20—CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment bonds and insurances. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment bonds and insurances.

## ARTICLE 21—SIGNING OF AGREEMENT

21.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with all other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter,

# **EXHIBIT 37**

**RESOLUTION NO. 2017-10-01**

**RESOLUTION OF HARDIN COUNTY WATER DISTRICT NO. 2  
ACCEPTING BEST BID AND AWARDING CONTRACT  
Contract 1-2017 – Pump Stations**

**WHEREAS**, Hardin County Water District No. 2 (the “District”) caused to be published in the August 25, 2017 edition of *The News Enterprise* an advertisement for bids on Contract 1-2017 – Pump Stations (the “Contract”) in accordance with the provisions of KRS Chapter 424;

**WHEREAS**, six (6) firms submitted bids on the Contract in accordance with the terms of the advertisement and the Bid Specifications;

**WHEREAS**, Norris Bros Excavating, LLC submitted the lowest of the six (6) bids with a bid of \$2,328,000.00;

**WHEREAS**, Cumberland Pipeline, LLC’s bid of \$2,506,788.00 was the second lowest bid of the six (6) bids;

**WHEREAS**, Strand Associates, Inc. has contacted numerous references provided by Norris Bros Excavating, LLC and Cumberland Pipeline, LLC;

**WHEREAS**, Strand Associates, Inc. has contacted numerous engineers concerning prior projects constructed by Norris Bros Excavating, LLC and Cumberland Pipeline, LLC;

**WHEREAS**, Strand Associates, Inc. has performed additional due diligence concerning prior projects constructed by Norris Bros Excavating, LLC and Cumberland Pipeline, LLC;

**WHEREAS**, Strand Associates, Inc. has declined to recommend that the District award the Contract to Norris Bros Excavating, LLC;

**WHEREAS**, District Staff has contacted numerous utility references provided by Norris Bros Excavating, LLC and Cumberland Pipeline, LLC and made on-site visits to inspect prior projects constructed by Norris Bros Excavating, LLC and Cumberland Pipeline, LLC; and

**WHEREAS**, District Staff has recommended that Contract 1-2017 – Pump Stations be awarded to Cumberland Pipeline, LLC;



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 AS FOLLOWS:**

**Section 1.** The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

**Section 2.** The Board of Commissioners hereby acknowledges the information provided by Strand Associates, Inc.

**Section 3.** The Board of Commissioners hereby acknowledges the information provided by District Staff and accepts the recommendation of District Staff.

**Section 4.** Based upon the information provided by Strand Associates, Inc. and District Staff, the Board of Commissioners hereby makes the following findings and determinations:

- A. The bid of Cumberland Pipeline, LLC in the amount of \$2,506,788.00 is the best evaluated bid for the Contract; and
- B. It is in the best interest of the District and in the best interest of the Nolin Watershed Wastewater Project to award the Contract to Cumberland Pipeline, LLC.

**Section 5.** Cumberland Pipeline, LLC is awarded the Contract for Contract 1-2017 – Pump Stations in the amount of \$2,506,788.00, contingent upon the Kentucky Public Service Commission granting a Certificate of Public Convenience and Necessity to construct the Proposed Facilities.


**Section 6.** The Chairman is authorized and directed as follows: (a) to execute the Notice of Award; (b) to execute the Agreement; (c) to execute the Notice to Proceed; and (d) to take any and all other actions reasonably necessary to implement the award of the Contract to Cumberland Pipeline, LLC, including the execution of any and all other documents necessary for such purpose.

**Section 7.** This Resolution shall take effect upon its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 at a meeting held on October 17, 2017, signed by the Chairman, and attested by the Secretary.**

**HARDIN COUNTY WATER DISTRICT NO. 2**

BY:   
\_\_\_\_\_  
**Michael L. Bell, Chairman**

ATTEST:   
\_\_\_\_\_  
**Morris L. Miller, Secretary**

**RESOLUTION NO. 2017-10-02**

**RESOLUTION OF HARDIN COUNTY WATER DISTRICT NO. 2  
ACCEPTING LOWEST BID AND AWARDING CONTRACT  
Contract 2-2017 – Force Mains**

**WHEREAS**, Hardin County Water District No. 2 (the “District”) caused to be published in the August 25, 2017 edition of *The News Enterprise* an advertisement for bids on Contract 2-2017 – Force Mains (the “Contract”) in accordance with the provisions of KRS Chapter 424;

**WHEREAS**, six (6) firms submitted bids on the Contract in accordance with the terms of the advertisement and the Bid Specifications;

**WHEREAS**, Cumberland Pipeline, LLC submitted the lowest of the six (6) bids with a bid of \$3,251,352.20; and

**WHEREAS**, Strand Associates, Inc. has recommended that the District award the Contract to Cumberland Pipeline, LLC;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 AS FOLLOWS:**

**Section 1.** The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

**Section 2.** The Board of Commissioners hereby accepts the recommendation of Strand Associates, Inc.

**Section 3.** The Board of Commissioners hereby declares the bid of Cumberland Pipeline, LLC in the amount of \$3,251,352.20 to be the lowest and best bid for the Contract.

**Section 4.** Cumberland Pipeline, LLC is awarded the Contract for Contract 2-2017 – Force Mains in the amount of \$3,251,352.20, contingent upon the Kentucky Public Service Commission granting a Certificate of Public Convenience and Necessity to construct the Proposed Facilities.

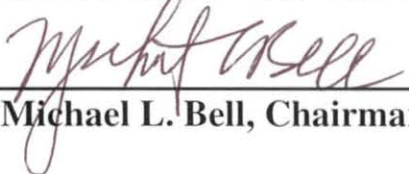



**Section 5.** The Chairman is authorized and directed as follows: (a) to execute the Notice of Award; (b) to execute the Agreement; (c) to execute the Notice to Proceed; and (d) to take any and all other actions reasonably necessary to implement the award of the Contract to Cumberland Pipeline, LLC, including the execution of any and all other documents necessary for such purpose.

**Section 6.** This Resolution shall take effect upon its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 at a meeting held on October 17, 2017, signed by the Chairman, and attested by the Secretary.**

**HARDIN COUNTY WATER DISTRICT NO. 2**

BY:   
\_\_\_\_\_  
**Michael L. Bell, Chairman**

ATTEST:   
\_\_\_\_\_  
**Morris L. Miller, Secretary**

**RESOLUTION NO. 2017-10-03**

**RESOLUTION OF HARDIN COUNTY WATER DISTRICT NO. 2  
ACCEPTING LOWEST BID AND AWARDING CONTRACT  
Contract 3-2017 – Glendale Gravity Sewers**

**WHEREAS**, Hardin County Water District No. 2 (the “District”) caused to be published in the August 25, 2017 edition of *The News Enterprise* an advertisement for bids on Contract 3-2017 – Glendale Gravity Sewers (the “Contract”) in accordance with the provisions of KRS Chapter 424;

**WHEREAS**, three (3) firms submitted bids on the Contract in accordance with the terms of the advertisement and the Bid Specifications;

**WHEREAS**, the base bid submitted by Norris Bros Excavating, LLC in the amount of \$3,524,062.40 was the lowest base bid submitted by the three (3) bidders on this contract; and

**WHEREAS**, Strand Associates, Inc. has recommended that the District award the Contract to Norris Bros Excavating, LLC without awarding any of the alternative lines;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 AS FOLLOWS:**

**Section 1.** The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

**Section 2.** The Board of Commissioners hereby accepts the recommendation of Strand Associates, Inc.

**Section 3.** The Board of Commissioners hereby declares the base bid of Norris Bros Excavating, LLC in the amount of \$3,524,062.40 to be the lowest and best base bid for the Contract.


**Section 4.** Norris Bros Excavating, LLC is awarded the Contract (base bid only - no alternative lines) for Contract 3-2017 – Glendale Gravity Sewers in the amount of \$3,524,062.40, contingent upon the Kentucky Public Service Commission granting a Certificate of Public Convenience and Necessity to construct the Proposed Facilities.


**Section 5.** The Chairman is authorized and directed as follows: (a) to execute the Notice of Award; (b) to execute the Agreement; (c) to execute the Notice to Proceed; and (d) to take any and all other actions reasonably necessary to implement the award of the Contract to Norris Bros Excavating, LLC, including the execution of any and all other documents necessary for such purpose.

**Section 6.** This Resolution shall take effect upon its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 at a meeting held on October 17, 2017, signed by the Chairman, and attested by the Secretary.**

**HARDIN COUNTY WATER DISTRICT NO. 2**

BY:   
\_\_\_\_\_  
**Michael L. Bell, Chairman**

ATTEST:   
\_\_\_\_\_  
**Morris L. Miller, Secretary**

**RESOLUTION NO. 2017-10-04**

**RESOLUTION OF HARDIN COUNTY WATER DISTRICT NO. 2  
ACCEPTING LOWEST BID AND AWARDING CONTRACT  
Contract 4-2017 – Interchange Area Work**

**WHEREAS**, Hardin County Water District No. 2 (the “District”) caused to be published in the August 25, 2017 edition of *The News Enterprise* an advertisement for bids on Contract 4-2017 – Interchange Area Work (the “Contract”) in accordance with the provisions of KRS Chapter 424;

**WHEREAS**, four (4) firms submitted bids on the Contract in accordance with the terms of the advertisement and the Bid Specifications;

**WHEREAS**, Twin States Utilities & Excavation, Inc. submitted the lowest of the four (4) bids with a bid of \$3,164,570.00; and

**WHEREAS**, Strand Associates, Inc. has recommended that the District award the Contract to Twin States Utilities & Excavation, Inc.;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 AS FOLLOWS:**

**Section 1.** The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

**Section 2.** The Board of Commissioners hereby accepts the recommendation of Strand Associates, Inc.

**Section 3.** The Board of Commissioners hereby declares the bid of Twin States Utilities & Excavation, Inc. in the amount of \$3,164,570.00 to be the lowest and best bid for the Contract.

**Section 4.** Twin States Utilities & Excavation, Inc. is awarded the Contract for Contract 4-2017 – Interchange Area Work in the amount of \$3,164,570.00, contingent upon the Kentucky Public Service Commission granting a Certificate of Public Convenience and Necessity to construct the Proposed Facilities.

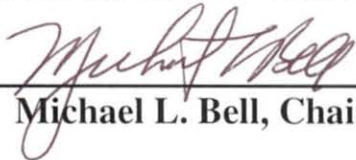


**Section 5.** The Chairman is authorized and directed as follows: (a) to execute the Notice of Award; (b) to execute the Agreement; (c) to execute the Notice to Proceed; and (d) to take any and all other actions reasonably necessary to implement the award of the Contract to Twin States Utilities & Excavation, Inc., including the execution of any and all other documents necessary for such purpose.

**Section 6.** This Resolution shall take effect upon its adoption.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF HARDIN COUNTY WATER DISTRICT NO. 2 at a meeting held on October 17, 2017, signed by the Chairman, and attested by the Secretary.**

**HARDIN COUNTY WATER DISTRICT NO. 2**

BY:   
\_\_\_\_\_  
**Michael L. Bell, Chairman**

ATTEST:   
\_\_\_\_\_  
**Morris L. Miller, Secretary**