

**PENDLETON COUNTY FISCAL COURT
SEPTEMBER TERM
SEPTEMBER 17, 2019
SPECIAL CALL MEETING
COURT MET PURSUANT TO ADJOURNMENT WITH
HONORABLE DAVID S. FIELDS, COUNTY JUDGE EXECUTIVE
PRESIDING**

Members Present: Magistrates Whaley, Plummer, Gregg and Mineer

Members Absent: None

County Attorney: Honorable Stacey Sanning

Invocation was given by Magistrate Whaley with the Pledge of Allegiance being led by Judge Fields.

In Re: Agenda

Judge Fields presented the agenda for this special called meeting.

In Re: First Reading of Occupational Tax Increase Ordinance

Judge Fields gave the first reading of the Occupational Tax Increase Ordinance. No action taken.

**OCCUPATIONAL LICENSE TAX
OF
COUNTY OF PENDLETON**

ORDINANCE NO. 430.02

AN ORDINANCE RELATING TO AND AMENDING SECTION 3 OF PENDLETON COUNTY ORDINANCE NO. 430.0 RELATING TO A INCREASE TO ONE (1 %) PERCENT OF THE OCCUPATIONAL LICENSE TAX UPON ALL PERSONS ENGAGED OR EMPLOYED IN ANY TRADE, OCCUPATION OR PROFESSION WITHIN THE COUNTY OF PENDLETON, COMMONWEALTH OF KENTUCKY FOR THE HEALTH, EDUCATION, SAFETY, WELFARE AND CONVENIENCE OF THE INHABITANTS OF PENDLETON COUNTY, COMMONWEALTH OF KENTUCKY, INCLUDING BUT NOT LIMITED , AMBULANCE, FIRE, POLICE, DISPATCH CENTER, JAIL COST, PARKS, AND RECREATION.

Be it ordained by the fiscal court of County of Pendleton, Commonwealth of Kentucky, as follows:

WHEREAS, Pendleton County Fiscal Court, like many local governments, is experiencing reduction in state and federal monies, and as a result is experiencing a growing budgetary shortfall;

WHEREAS, Pendleton County Fiscal Court is experiencing growing financial difficulties in its general fund toward maintaining the services it has undertaken for the Pendleton County community including but not limited to its ambulance service, quality fire protection, improved police protection, animal control, senior services, mandatory jail, capital improvements, improved parks and related recreational services;

WHEREAS, Pendleton County Fiscal Court has determined that the most feasible method for obtaining additional revenue would be through an increase in the county occupational license tax rate;

WHEREAS, in order for the shortfall to be addressed, the Pendleton County Fiscal Court has determined that the annual occupational license tax must be increased to the rate of one percent (1%) and imposed on any wage, salary, commissions, or any other form of remuneration paid or payable by an employer for services performed in Pendleton County, Kentucky;

NOW THEREFORE

BE IT ORDAINED BY THE FISCAL COURT, COUNTY OF PENDLETON, as follows:

Section 3 of Pendleton County Ordinance 430.0 as adopted on November 8, 2005 is hereby repealed in full. A new Section 3 is hereby adopted in its place and incorporated by reference into Ordinance 430.0 to read as set forth herein below:

§ 3 - Occupational License Tax Payment Required

- (1) Except as provided in subsection (2) of this section, every person or business entity with employees shall be required to file and pay to the county an occupational license tax for the privilege of engaging in such activities within the county. Commencing on January 1, 2020 the occupational license tax shall be measured by one percent (1%) of all compensation paid or payable in the county for work done or services performed or rendered in the county by every resident and nonresident who is an employee.
- (2) If any business entity dissolves, ceases to operate, or withdraws from the county during any taxable year, or if any business entity in any manner surrenders or loses its charter during any taxable year, the dissolution, cessation of business, withdrawal, or loss or surrender of charter shall not defeat the filing of returns and the assessment and collection of any occupational license tax for the period of that taxable year during which the business entity had business activity in the county.
- (3) The occupational license tax imposed in this section shall not apply to the following persons or business entities:
 - (a) Any compensation received by members of the Kentucky National Guard for active duty training, unit training assemblies and annual field training;
 - (b) Any compensation received by precinct workers for election training or work at election booths in state, county, and local primary, regular, or special elections;

THE SOLE PURPOSE OF THIS ORDINANCE IS TO INCREASE THE OCCUPATIONAL TAX RATE AS SET FORTH IN SECTION 3 OF PENDLETON COUNTY ORDINANCE 430.0 IN ALL OTHER RESPECTS ORDINANCE 430.0 REMAINS IN FORCE

Notice and Publication of the first reading of this Ordinance shall be by summary; publication upon passage of this Ordinance shall be by summary; the full text of the Ordinance is available at the office of the Pendleton County Judge Executive, 233 Main Street, Falmouth, Kentucky, during ordinary business hours.

ADOPTED BY THE PENDLETON COUNTY FISCAL COURT ON _____

David S Fields
Pendleton County Judge/Executive

Attest:

Marianne Roseberry
Pendleton County Court Clerk

First Reading: 9-17-19
Second Reading: _____
Passage: _____
Publication: _____

In Re: Budget Line Transfers for the Sheriff

Judge Fields presented a request from the Sheriff requesting budget line transfers. Magistrate Plummer made a motion, seconded by Magistrate Whaley to approve the budget line transfers for the Sheriff, motion carried.



PENDLETON COUNTY SHERIFF'S
OFFICE
202 CHAPEL STREET • FALMOUTH, KENTUCKY 41040
Office (859) 654-4511 Fax (859) 654-5974
Dispatch Center (859) 654-3300
www.sheriff.pendletoncounty.ky.gov



Edwin D. Quinn, *Sheriff*

Marty Hart, *Chief Deputy*

September 16, 2019

Pendleton County Fiscal Court
David Fields, Judge Executive

Re: Line item budget amendment

Based on the Sheriff's Office operating under a line item budget, I'm requesting to transfer funds from the following line items. This based on the fact, they may contain unspent funds. The total amount of potential monies to be transferred is \$8200.00.

Monies will be deducted as followed:

Accreditation (\$2700.00)
Ammunition (\$2000.00)
Convention & Training (3500.00)

The following line items as of September 16, 2019, will be reallocated to the Overtime line item, as it is already over budget at this time.

Thanks,


Edwin D. Quinn, Sheriff

In Re: Contract with Terracon for Slip Site Drilling

Judge Fields presented the contract from Terracon for Slip Site Drilling. Magistrate Gregg made a motion, seconded by Magistrate Plummer to approve the contract, motion carried.

September 10, 2019

Pendleton County Fiscal Court
233 Main Street
Falmouth, Kentucky 41040

Attn: Mr. David Fields, Pendleton County Judge Executive
P: (859) 654 4321
E: pendletoncountyjudgeexec@gmail.com

Re: Proposal for Geotechnical Engineering Services
Pendleton County Landslide Sites
Multiple Locations
Pendleton County, Kentucky
Terracon Proposal No. PN1195268

Dear Mr. Fields:


We appreciate the opportunity to submit our proposal to Pendleton County Fiscal Court to provide Geotechnical Engineering services for eleven (11) landslide sites. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Locations

Our base fee to perform the Scope of Services described in this proposal is \$16,900. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.


Nancy Dendramis, P.E.
Geotechnical Project Engineer


Craig M. Davis, P.E.
Geotechnical Department Manager

Terracon

Terracon Consultants, Inc. 611 Lunken Park Dr Cincinnati, Ohio 45226
P (513) 321 5815 F (513) 321 0294 terracon.com

Environmental Facilities Geotechnical Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Pendleton County Fiscal Court ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Pendleton County Landslide Sites project ("Project"), as described in Consultant's Proposal dated 09/10/2019 ("Proposal"), including but not limited to the Project information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g. mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are rejected. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii)

commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services, however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform those Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **9/10/2019**
Name/Title: **Craig M. Davis / Geotechnical Department Manager**
Address: **611 Lunken Park Dr Cincinnati, OH 45226-1813**
Phone: **(513) 321-5816** Fax: **(513) 321-0294**
Email: **Craig.Davis@terracon.com**

Client: **Pendleton County Fiscal Court**
By: _____ Date: _____
Name/Title: **David Fields / Judge Executive**
Address: **233 Main Street Falmouth, KY 41040**
Phone: **(859) 654-4321** Fax: **(859) 654-5047**
Email: **pendletoncountyjudgetxec@gmail.com**



EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Pendleton County and the expected subsurface conditions as described below. We have visited the project sites to confirm the information provided. Working cooperatively with FEMA, Pendleton County has acquired funding to correct existing landslides located in 11 different areas on 8 county roads by use of the Rail and Cribbing method. We will use the guidelines provided by KYTC to provide these recommendations. As requested, our scope of services provided herein does not include slope stability or structural analysis of the proposed repair.

Site Location and Anticipated Conditions

Item	Description
	The project includes Multiple Locations in Pendleton County, Kentucky. Approximate Latitude/Longitude of each site are as follows:
Approximate Site Coordinates of Landslide Location	<ul style="list-style-type: none">■ Milford Road (2 sites): 38.66339°, -84.26581°■ Wyatts Bend Road (2 sites): 38.61488°, -84.25203°■ Grimes Road: 38.69308°, -84.32339°■ Gene Snyder Airport Road: 38.70073°, -84.39458°■ Airport Road: 38.69564°, -84.39695°■ Turner Ridge Road: 38.68749°, -84.39042°■ Straightshoot Road: 38.70981°, -84.44465°■ Hogback Road (2 sites): 38.77651°, -84.35384°
Approximate Length of Area Affected by Landslide	<ul style="list-style-type: none">■ Milford Road (2 sites): 240 feet/91 feet■ Wyatts Bend Road (2 sites): 140 feet/75 feet■ Grimes Road: 75 feet■ Gene Snyder Airport Road: 120 feet■ Airport Road: 68 feet■ Turner Ridge Road: 58 feet■ Straightshoot Road: 105 feet■ Hogback Road (2 sites): 72 feet/135 feet
Existing Improvements	Existing roadways, buried utilities, overhead utilities
Current Ground Cover	Asphalt, roadway shoulder aggregate, bare ground, weedy vegetation

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EXHIBIT A - PROJECT UNDERSTANDING 1 of 2



Item	Description
Existing Topography (from GoogleEarth Pro TM)	<ul style="list-style-type: none">■ Milford Road (2 sites): Elevations range from a high elevation of about 740 feet (at the road surface) to a low elevation of about 570 feet (at the river to the south of the site)■ Wyatts Bend Road (2 sites): Elevations range from a high elevation of about 780 feet (at the road surface) to a low elevation of about 610 feet (at the river to the west of the site)■ Grimes Road: Elevations range from a high elevation of about 675 feet (at the road surface) to a low elevation of about 580 feet (at the river to the west of the site)■ Gene Snyder Airport Road: Elevations range from a high elevation of about 900 feet (near the airport runway) to a low elevation of about 875 feet (west of the roadway)■ Airport Road: Elevations range from a high elevation of about 920 feet (at the road surface) to a low elevation of about 880 feet (east of the roadway)■ Turner Ridge Road: Elevations range from a high elevation of about 900 feet (at the road surface) to a low elevation of about 840 feet (east of the roadway)■ Straightshoot Road: Elevations range from a high elevation of about 685 feet (at the road surface) to a low elevation of about 650 feet (at the river to the east of the site)■ Hogback Road (2 sites): Elevations range from a high elevation of about 560 feet (at the road surface) to a low elevation of about 550 feet (at the railroad tracks to the east of the roadway)
Site Access	Exploration points will be selected based on our ability to access the locations with our track-mounted drill rig.
Expected Subsurface Conditions	Our experience and geologic maps indicate subsurface conditions consisting of cohesive overburden (fill and/or native soils) underlain by interbedded limestone and shale bedrock (sloping/undulating surface).

Planned Construction

Item	Description
Information Provided	<ul style="list-style-type: none">■ Approximate landslide length and locations (undated)■ Bids Notice - Test Drilling Services■ RFQ Pendleton Co Fiscal Court
Project Description	The study will investigate the subsurface conditions and provide a summary of our findings with remediation recommendations including spacing of rails along the entire length of the slide based on KYTC guidelines. Slope stability or structural analysis is not included in our scope of services.

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EXHIBIT A - PROJECT UNDERSTANDING 2 of 2

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program, recommended in the RFP, consists of the following:

Number of Borings	Planned Boring Depth (feet)	Planned Location
1		Edge of Roadway (Milford Road Site 1)
1		Edge of Roadway (Milford Road Site 2)
1		Edge of Roadway (Wyatts Bend Road Site 1)
1		Edge of Roadway (Wyatts Bend Road Site 2)
1	Boring will terminate at competent shale/limestone bedrock	Edge of Roadway (Grimes Road)
1		Edge of Roadway (Gene Snyder Airport Road)
1		Edge of Roadway (Airport Road)
1		Edge of Roadway (Turner Ridge Road)
1		Edge of Roadway (Straightshoot Road)
1		Edge of Roadway (Hogback Road Site 1)
1		Edge of Roadway (Hogback Road Site 2)
1	Below ground surface	
2	Boring to terminate at auger refusal on bedrock, rock coring is beyond the scope of this proposal.	
3	Boring locations will be selected based on safe access to our track-mounted drill rig	
4	Site clearing is beyond the scope of this proposal.	

Boring Layout and Elevations: We plan to use survey-grade GPS equipment to locate borings with an estimated accuracy of +/- 1 foot. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a track-mounted drill rig using continuous flight augers (hollow-stem). Four samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

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EXHIBIT B - SCOPE OF SERVICES 1 of 5

Upon encountering bedrock or refusal-to-drilling conditions, we will attempt to overdrive the spoon to obtain a sample. Rock coring is beyond the scope of this proposal.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, will represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready-mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes and patching existing pavements. We will take reasonable efforts to minimize site disturbance; however, some disturbance should be expected particularly if the ground surface is soft and/or wet. Excess auger cuttings will be dispersed in vegetated areas in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Kentucky 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating, if needed. The detection of underground

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EXHIBIT B - SCOPE OF SERVICES 2 of 5

utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service by Terracon would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

We have not included costs associated with traffic control for borings in the roadway in our fees. **Safety for our drill team is paramount to our exploration. Traffic control must be provided during drilling operations and during mobilization to and from the marked locations. Our budget is based on Pendleton County providing traffic control and/or shutting down the roadway while we perform our field exploration for each site.**

Laboratory Testing

The project engineer will review field data and assign limited laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Atterberg limits
- Unconfined compressive strength
- Grain size analysis

Our laboratory testing program includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Rock classification will be conducted using locally-accepted practices for engineering purposes. Boring log rock classification is determined using Terracon's the Description of Rock Properties which will be provided in our final report(s).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary, and develop repair recommendations by use of the *Rail and Cribbing* method (KYTC Guidelines for Use of Railroad Rails as Piling). Stability analysis or structural analysis of the proposed repair is beyond the scope of this proposal.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a

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EXHIBIT B – SCOPE OF SERVICES 3 of 5

listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning –Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil and rock classification
- Depth to bedrock at each location
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommendations for slope restoration including spacing of rails along the entire length of the slide based on the KYTC Guidelines for Use of Railroad Rails as Piling.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely-spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials

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EXHIBIT B – SCOPE OF SERVICES 4 of 5

testing, and for the construction of the remediation. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ^{1,2}
Subsurface Exploration, Laboratory Testing, Geotechnical Summary Report for the 11 listed sites	\$16,900
1. Our fee considers one mobilization to Pendleton County to perform the requested borings.	
2. Our subsurface exploration considers that Pendleton County will provide traffic control during drilling at each project site.	

This fee/schedule is valid for 60 days from the date of the proposal. We will invoice you monthly for the percentage of our fee for services completed at that time and the remainder upon completion of our report.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee
Private Utility Locate Service	TBD
Construction Materials Testing Services	TBD
Development of Engineering Drawings	TBD

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Days from Notice to Proceed ^{1, 2} (Business Days)
Project Planning	2-5 days
Site Characterization and Laboratory Testing	10-15 days
Geotechnical Engineering and Reporting	20-30 days

¹ Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.

² We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

Hiring Antasia Crabtree – Part-time Dispatcher

Magistrate Mineer made a motion, seconded by Magistrate Gregg to approve the hiring of Antasia Crabtree as a part time dispatcher, motion carried.

In Re: Adjournment

Magistrate Whaley made a motion, seconded by Magistrate Mineer that this meeting be adjourned to meet again on September 24, 2019 in regular session subject to any special called meetings, motion carried.

ATTEST:

Pendleton County Judge/Executive

Pendleton County Fiscal Court Clerk