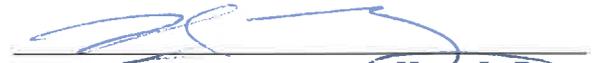


**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2013-041**

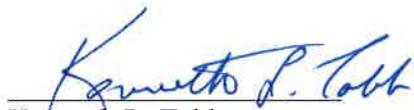
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve Tetra Tech Work Orders Nos. 5, 6, and 7 representing environmental monitoring and general consultations at the Pearl Hollow and Springfield Road landfills, and waste density surveys at the Pearl Hollow Landfill.

ADOPTED, by Hardin County Fiscal Court in its regular meeting on 26 March, 2013.



Harry L. Berry
Hardin County Judge/Executive

ATTEST



Kenneth L. Tabb
Hardin County Clerk



**WORK ORDER NO. 5
AS ATTACHMENT A UNDER
TETRA TECH PROFESSIONAL SERVICES AGREEMENT NO. A-WOC344-01-12 FOR
ENGINEERING SERVICES DATED JANUARY 1, 2012**

CONSULTANT

CLIENT

Name	<u>Tetra Tech, Inc.</u>	<u>Hardin County Fiscal Court</u>
Street Address	<u>800 Corporate Drive, Suite 200</u>	<u>P.O. Box 568</u>
City, State, Zip	<u>Lexington, Kentucky 40503</u>	<u>Elizabethtown, Kentucky 42702-0568</u>
Contact Person	<u>Roger Blair, P.E., BCEE</u>	<u>Robert L. Hall</u>
Telephone	<u>859.223.8000</u>	<u>270.360.9207</u>
Fax	<u>859.224.1025</u>	<u>270.360.9207</u>
E-Mail	<u>roger.blair@tetrattech.com</u>	<u>bobh.hcgo@hckv.org</u>

Date Work Order Prepared: January 14, 2013

Project Identification: Name: Environmental Monitoring

Tt Project No: TBD **Location:** Hardin County, Kentucky

SCOPE OF WORK

Consultant will perform services outlined in Implementation and Management of Environmental Monitoring Programs, dated June 14, 2004, and as modified by various permit modifications. These services include:

- Field collection of groundwater samples at the Pearl Hollow landfill, and surface water and leachate samples at the Pearl Hollow and Springfield Road landfills
- Laboratory analyses of samples
- Statistical Analyses of Groundwater data
- Associated reports required by Division of Waste Management and Division of Water
- Data review for compliance and the need for re-sampling

SCHEDULE OF WORK (attach sheet if necessary to describe)

Consultant will perform the above-referenced work on an as-needed basis commencing July 1, 2013, and continuing through June 30, 2014.

FEE

Consultant will perform the scope of work outlined above for a lump sum fee of \$86,650. Monthly invoices will be prepared for the percentage of work completed.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Roger Blair, P.E., BCEE
Senior Project Manager



Client's Authorized Signature
Harry L. Berry

Printed Name
Hardin County Judge/Executive

Title
March 26, 2013

Date Executed

Two originals of this work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.



**WORK ORDER NO. 6
AS ATTACHMENT A UNDER
TETRA TECH PROFESSIONAL SERVICES AGREEMENT NO. A-344-01-12 FOR
ENGINEERING SERVICES DATED JANUARY 1, 2012**

CONSULTANT

CLIENT

Name	<u>Tetra Tech, Inc.</u>	<u>Hardin County Fiscal Court</u>
Street Address	<u>800 Corporate Drive, Suite 200</u>	<u>P.O. Box 568</u>
City, State, Zip	<u>Lexington, Kentucky 40503</u>	<u>Elizabethtown, Kentucky 42702-0568</u>
Contact Person	<u>Roger Blair, P.E., BCEE</u>	<u>Robert L. Hall</u>
Telephone	<u>859.223.8000</u>	<u>270.360.9207</u>
Fax	<u>859.224.1025</u>	<u>270.360.9207</u>
E-Mail	<u>roger.blair@tetratech.com</u>	<u>bobh.hcgo@hcky.org</u>

Date Work Order Prepared: January 14, 2013

Project Identification: Name: General Consultation

Tt Project No: TBD **Location:** Hardin County, Kentucky

SCOPE OF WORK

Consultant will provide general consulting services including but not limited to preparing quarterly reports, assisting with air pollution related issues, assisting with groundwater and surface water issues, interfacing with Federal and State environmental regulatory agencies, interfacing with landfill's waste management and electrical generating facility operators, coordinating maintenance and repair activities for methane gas collection system, and performing other tasks as assigned.

SCHEDULE OF WORK (attach sheet if necessary to describe)

Consultant will perform the above-referenced work on an as-needed basis commencing July 1, 2013, and continuing through June 30, 2014.

FEE

Consultant will perform the scope of work outlined above on a time and expense basis with charges for services billed according to the fee schedule in effect at the time the work is performed. The estimated fee for Consultant's services is \$202,530.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Roger Blair, P.E., BCEE
Senior Project Manager



Client's Authorized Signature

Harry L. Berry

Printed Name
Hardin County Judge/Executive

Title
March 26, 2013

Date Executed

Two originals of this work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.



**WORK ORDER NO. 7
AS ATTACHMENT A UNDER
TETRA TECH PROFESSIONAL SERVICES AGREEMENT NO. A-344-01-12 FOR
ENGINEERING SERVICES DATED JANUARY 1, 2012**

CONSULTANT

CLIENT

Name	<u>Tetra Tech, Inc.</u>	<u>Hardin County Fiscal Court</u>
Street Address	<u>800 Corporate Drive, Suite 200</u>	<u>P.O. Box 568</u>
City, State, Zip	<u>Lexington, Kentucky 40503</u>	<u>Elizabethtown, Kentucky 42702-0568</u>
Contact Person	<u>Roger Blair, P.E., BCEE</u>	<u>Robert L. Hall</u>
Telephone	<u>859.223.8000</u>	<u>270.360.9207</u>
Fax	<u>859.224.1025</u>	<u>270.360.9207</u>
E-Mail	<u>roger.blair@tetrattech.com</u>	<u>bobh.hcgo@hcky.org</u>

Date Work Order Prepared: January 14, 2013

Project Identification: Name: Waste Density Surveys

Tt Project No: TBD **Location:** Hardin County, Kentucky

SCOPE OF WORK

Based on aerial mapping, to be conducted in early January, the Consultant will determine the waste density achieved by the landfill operator during the previous calendar year. Using the same aerial mapping, the Consultant will prepare the annual volume survey in accordance with the requirements of the Kentucky Division of Waste Management's regulatory requirement for an annual survey.

SCHEDULE OF WORK (attach sheet if necessary to describe)

Consultant will perform the above-referenced work on an as-needed basis commencing July 1, 2013, and continuing through June 30, 2014.

FEE

Consultant will perform the scope of work outlined above on a time and expense basis with charges for our services billed according to the fee schedule in effect at the time the work is performed. The estimated fee for Consultant's services is \$15,325.

ACCEPTED BY:

AUTHORIZED BY:

Consultant's Authorized Signature

Roger Blair, P.E., BCEE
Senior Project Manager

Client's Authorized Signature

Harry L. Berry

Printed Name

Hardin County Judge/Executive

Title

March 26, 2013

Date Executed

Two originals of this work order shall be executed by the Client and returned to Tetra Tech, Inc. A fully executed copy will be returned to the Client.



Tetra Tech, Inc.
Professional Services Agreement for Design and Construction Services
A-WOC344-01-12

This Agreement is made and becomes effective this 1st day of January, 2012, between **Hardin County Fiscal Court (Client)** and **Tetra Tech, Inc. (Consultant)**, a Delaware corporation.

Client hereby retains Consultant to perform design and construction services for Client as described in individual work orders that shall be issued for each engagement or Project. Work orders issued under this Agreement shall contain a description of the services (the Scope of Work) and shall state the compensation (the Fee) to be paid to Consultant by Client, and shall include a Schedule for completing the services. Each work order so issued shall become a part of this Agreement. Client acknowledges that Consultant will develop the Scope of Work, Fee, and Schedule for each engagement or Project based on available information and various assumptions. Client further acknowledges that adjustments to the schedule and compensation may be agreed upon by both parties, as deemed necessary by both the Client and the Consultant, and that such adjustment to the schedule and/or compensation shall be done by written agreement of both parties. Consultant agrees to perform the services in consideration of the compensation described in each work order and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A – Work Orders issued under this Agreement, any attachments referenced therein, and the attached Standard Terms and Conditions. This agreement between the Client and Consultant supersedes all prior written and oral understandings. This agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

Period of Service This Agreement shall become effective on the date written above and shall continue in full force and effect through December 31, 2016, unless earlier terminated by either party as set forth in the Termination provision of this Agreement. This Agreement may be renewed for additional one (1) year terms upon agreement in writing by both parties.

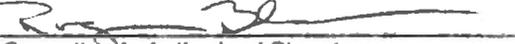
In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Hardin County Fiscal Court
 100 Public Square
 Elizabethtown, Kentucky 42701

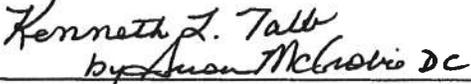
Tetra Tech, Inc.
 800 Corporate Drive, Suite 200
 Lexington, Kentucky 40503
 859.223.8000

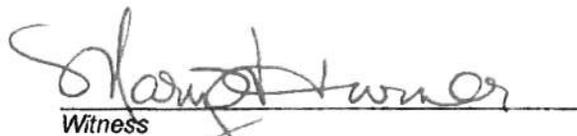
By 
 Client's Authorized Signature

By 
 Consultant's Authorized Signature

Harry L. Berry
 Judge Executive

Roger Blair, P.E.
 Senior Project Manager


 Witness Kenneth L. Tabb, County Clerk


 Witness