

AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the Boone County Regional Sewer District, a common sewer district organized pursuant to Chapter 204 RSMo, through the Boone County Regional Sewer District Board of Trustees (herein “Owner”), and LOR Engineering, LLC, d/b/a Cochran. (herein “Engineer”).

IN CONSIDERATION OF the performance of the engineering services rendered under this agreement and payment for such services, the parties agree to the following:

1. **Project Description** - The Engineer agrees to provide engineering services as enumerated in this agreement and any amendments thereto with respect to the project known as the Rocheport Trailside Lift Station Upgrades, which generally consists of the following described work: Design upgrades to the existing pump station, which existing station consists of a duplex 4.5 horsepower pump with a pumping rate of 75 gpm, a 6-foot diameter, 14-foot deep concrete wet well, concrete valve vault and elevated platform to prevent flooding of controls and electrical service. The upgrades shall include pump replacement, mechanical rehabilitation, discharge piping replacement, electrical upgrades, improvements to address flooding and clogging issues, and other aspects of the project as more fully described in this agreement and Attachment A attached hereto.

2. **Basic Services** - The Engineer shall provide as basic services all engineering services for the project, which shall include, unless separately identified as to service and costs in this agreement, all necessary field work and surveying and the services of outside consultants. Unless separately identified and agreed upon in this agreement, the Engineer’s basic services shall include work contracted outside of the Engineer’s firm and such work shall be paid out of Engineer’s fees for basic services. Unless otherwise provided for in this agreement, basic services shall include the following phases of work:

2.1 **Design Phase** – The design phase shall consist of (a) a preliminary design phase and (b) a final design and construction contract document phase, more specifically described as follows:

2.1.1 **Preliminary Design Phase** - Upon written acceptance by the Owner of the Facility Plan (when applicable), Owner selection of recommended engineering solutions, and approval of any changes in the scope of work or design requirements for the project, together with written authorization to proceed, the Engineer shall prepare preliminary design documents consisting of preliminary drawings with outlined specifications. The preliminary design documents shall identify any additional reports, data or information or services needed for completion of engineering work on the project, and the Engineer shall assist the Owner in obtaining all such reports, data or other information or services necessary in order to prepare final design documents for the project. The preliminary design documents shall include updated and revised cost estimates based on the final design criteria selected and qualified within the categories identified in the Facility Plan, if applicable, as well as any additional categories mutually agreed upon by the Owner and Engineer based on final design criteria. The Engineer shall provide preliminary design documents to the Owner for review and written approval and acceptance.

2.1.2 **Final Design and Construction Contract Document Phase** - Upon acceptance by the Owner of the preliminary design documents and estimated cost of construction, together with any Owner required changes in the scope of work or design for the project and upon written authorization to proceed, the Engineer shall prepare final design and construction contract documents necessary for bidding. Final design work which shall include preparation of final plans and drawings defining the scope, extent and character of the work to be performed and furnished to the contractor under the general contract for construction, as well as written specifications prepared in a format generally accepted and used by engineers and contractors performing similar work. Drawings and specifications shall contain sufficient detail and technical information to permit prospective contractors to comprehensively estimate cost of the work for bidding purposes and shall meet all regulatory requirements with respect to obtaining permits and meeting technical standards necessary for regulatory compliance by and through government agencies having jurisdiction over the project. The Engineer shall also familiarize him or herself with the Owner’s contracting requirements and, to the greatest extent practicable, shall comply with the Owner’s contracting requirements in preparation of final plans and specifications for bidding by the Owner. When practicable and as deemed mutually appropriate, the Engineer and the Owner shall exchange the contract specifications and

documents in electronic format. All contract documents, including final plans and specifications, shall be reviewed by the Owner or the Owner's designee, and shall include contract agreement forms, general conditions and supplementary conditions, plans, specifications, request for bid and bid forms, instructions to bidders, prevailing wage determinations and prevailing wage documents and bond forms. All such documents, drawings and specifications shall be reviewed and approved by the Owner prior to issuance for bidding. The Engineer shall also finalize the cost estimates for the project for approval by the Owner; all such cost estimates shall be categorized in accordance with those categories previously provided for in the preliminary design phase plus such additional categories as are identified for use for the project during the construction phase.

2.2 Bidding Phase - Upon acceptance by Owner of the final construction contract documents prepared by the Engineer and upon determination by the Owner to proceed with the project, the Engineer shall assist the Owner as mutually agreed upon in advertising and marketing the project for bids or negotiated proposals when the project does not require competitive bidding. Services shall include conducting a pre-bid meeting, answering inquiries of prospective contractors and issuance of necessary or desirable addenda authorized by the Owner and assisting the Owner in evaluating bids or proposals. Services for this phase shall conclude upon issuance of the notice to proceed to the contractor and commencement of construction work.

2.3 Construction Phase - After award of the construction contract and upon issuance of the notice to proceed, the Engineer shall visit the site of the work at intervals appropriate for the various phases of construction as the Engineer deems necessary in order to observe progress and quality of the contractor's work in order to determine generally that the work is in conformity with the construction contract documents, to certify progress payments requested by the contractor and to render interpretations of the construction contract documents as needed to facilitate the progress of the work. Unless otherwise provided for herein, such visits and observations by the Engineer shall occur on a periodic basis and are not intended to be exhaustive or extend to daily or detailed inspection of the work, but are instead intended to consist of spot checks and selective visits for specific purposes as are necessary in the Engineer's professional judgment to determine on the basis of general observation that the work is generally in accordance with the construction contract documents. The Engineer shall not be required to supervise, direct or control the contractor's work or have or exercise authority or responsibility for the construction means, methods, techniques, sequences or procedures of construction employed by the contractor or for safety precautions or for programs connected with the contractor's work or for determining whether the contractor is complying with all applicable rules, regulations, ordinances, codes or other laws applicable to the performance of the work. The Engineer shall be responsible for disapproving or rejecting the contractor's work which is found to be defective based upon the Engineer's general observations during site visits or test reports required in the construction contract documents and for issuing directives for correction of such work found to be defective. The Engineer shall also provide the necessary clarifications and interpretations of the construction contract documents necessary to the orderly completion of the work and for issuance of field orders authorizing minor variations in the construction contract documents when deemed appropriate in the Engineer's professional judgment. The Engineer shall also be responsible for providing the engineering services for the preparation of change orders and work change directives for the Owner's review and approval as well as for review and approval of shop drawing and samples and other data the contractor is required to submit in accordance with the construction contract documents. The Engineer shall also evaluate and determine the acceptability of substitutes or "approved equals" with respect to materials and equipment proposed by the contractor and shall review the results of special inspections or tests required by the construction contract documents. The Engineer's review of the inspection and test reports and certificates shall be limited to determining whether the results indicate compliance with the construction contract documents and such review does not extend to or require an independent evaluation by the Engineer. The Engineer shall also certify when the project has been substantially completed and shall be responsible for the preparation of "as-built" plans. The Engineer shall also be required to conduct a final inspection of the work, issuance of a task or punch lists necessary for final approval and issuance of the final notice of acceptance of the work on behalf of the Owner and for the last inspection of work to determine the completed work on the project is in conformity with the construction contract documents.

3. Scope of Basic Services - It is understood and agreed that the Engineer shall provide all basic service described in this agreement including the services of special consultants not identified as the responsibility of the Owner or as additional services as is necessary to complete the project within the budget approved by the Owner. However, it is understood and agreed that the Engineer shall not be required to provide alternative designs which significantly change the

scope of work for cost estimating or bid purposes after the preliminary design phase nor shall the Engineer be required to make revisions in drawings, specifications or other documents which are inconsistent with approvals or instructions previously given by the Owner and necessitated by Owner-directed changes in the project or project budget unless such revisions are compensated as additional services as herein prescribed. The Engineer shall familiarize with the Owner's budgetary requirements in connection with the project and during each phase shall advise the Owner with respect to the budgetary requirements for the design or design alternatives proposed by the Engineer and any adjustments in the Owner's budget that are necessary with respect to each budgetary category of the project. In addition, the Engineer shall not be required to revise drawings, specifications or other documents due to the Owner's failure to render decisions in a timely manner or due to Owner initiated changes in the scope of the project, which include significant changes in the size, quality or complexity of the design. However, it is agreed that the Engineer shall endeavor to design the project and prepare plans and specifications so that the combined average of all acceptable bids received shall not exceed the approved project budget as is mutually agreed upon by the Owner and the Engineer.

4. **Additional Services** - Services not normally or customarily included within basic engineering services as described in this agreement shall be considered additional services entitling the Engineer to additional compensation as set forth in the attached schedule of rates for the Engineer and the Engineer's business affiliates and employees on Exhibit 3 hereto, or as otherwise mutually agreed upon in writing by way of amendment or addendum to this agreement. No compensation shall be paid for any service rendered by the Engineer considered an additional service unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Engineer prior to such authorization by the Owner shall be deemed a part of basic engineering services, whether or not enumerated in this agreement as a basic service or excluded service, for which the Engineer shall be entitled to no additional compensation.

5. **Owner Responsibilities** - The Owner shall be responsible for the following:

5.1 The Owner shall provide the Engineer with all known and available information and data pertaining to the Owners requirements for the project including design objectives and restraints, criteria for users (when applicable), as well as any special requirements known to the Owner.

5.2 The Owner shall be responsible for financing the project and ensuring adequate funding within the overall budget and specific budget categories established for the project.

5.3 The Owner hereby designates the Owner's Project Manager to be the Owner's representative. The Project Manager has been authorized and directed to act as project manager responsible for the day-to-day management of the project who shall be responsible for making all day-to-day decisions concerning management of the project, except those decisions requiring appropriation of additional funds for the project and those decisions reserved by the Board of Trustees for their review and approval.

5.4 The Owner shall be responsible for examining all documents submitted by the Engineer and rendering decisions as necessary in a prompt manner to avoid unreasonable delays in the progress of the Engineer's work or in actual construction itself.

5.5 The Owner shall be responsible for furnishing the services of outside consultants necessary for completion of the Engineer's work, but only when the services of such consultants are identified in writing by the Engineer and are not normally provided as basic services and only when the Owner agrees to pay for such services prior to the rendition. The Engineer shall be responsible for specifying the services necessary for the project and assisting the Owner in preparation of consultant proposal requests, consultant selection and coordination and administration of Owner contracted consultant services for purposes of preparation of contract documents.

6. **Compensation** - The Engineer shall be compensated for basic services under this agreement on the basis of an hourly fee as set forth in the attached rate schedule identified as Exhibit 3 and incorporated herein by reference. Engineer's compensation for services performed in the design phase described in paragraph 2.1 and Task A on Attachment A shall not exceed \$25,995.00. Engineer's compensation for services performed in the bidding phase described in paragraph

2.2 and Task B on Attachment A shall not exceed \$4,380.00. Engineer's compensation for services performed in the construction phase described in paragraph 2.3 and Task C on Attachment A shall not exceed \$6,595.00. The overall total for professional services shall not exceed the sum of \$36,970 for the performance of tasks described herein, including those shown on Attachment "A". All hourly work shall be documented for each person whose services are billed by project name, task and date in increments not greater than one-half hour. Engineer shall submit progress payment invoices to Owner monthly for services rendered. Payment shall be due and payable within forty-five (45) days after invoice and if unpaid thereafter, shall bear interest at the rate of one and one-half percent (1.5%) per month; provided, however, that the Owner shall not be liable for payment of interest on account of billing errors on the part of the Engineer or for disputed amounts which are resolved in favor of the Owner.

7. **Reimbursable Expenses** - The Owner shall not be responsible or liable for payment to the Engineer for reimbursable expenses unless such expenses are identified in a written itemized schedule attached to this agreement. Only those reimbursable expenses identified in such schedule may be reimbursed; any other reimbursable expenses, which are anticipated but not described in such a schedule, shall be pre-approved by the Owner in writing prior to those expenses being incurred; any reimbursable expenses incurred prior to such preapproval shall be non-compensable. All authorized reimbursable expenses shall be paid within thirty days of receipt by the Owner of itemized statements or invoices for such expenses. The Engineer and his consultants shall retain receipts and documentation for all reimbursable expenses, copies of which shall be submitted with each billing. The Owner reserves the right to decline payment on undocumented reimbursable expenses and to establish reasonable conditions and limits on reimbursable expenses as deemed appropriate by the Owner. Reimbursable expenses shall not exceed the amount specified in the reimbursable expense schedule Exhibit 2 attached to this agreement or otherwise approved by the Owner in writing.

8. **Owner Authorization** - When the term Owner is used in this agreement it shall mean the Boone County Regional Sewer District Board of Trustees. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Regional Sewer District Board of Trustees. It is further understood and agreed that no person or party is authorized to bind the Owner to any agreement without having obtained prior approval of the Boone County Regional Sewer District Board of Trustees by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Engineer shall not be entitled to rely upon verbal or written representations by any agent or employee of the Boone County Regional Sewer District Board of Trustees in deviation to the terms and conditions of this agreement, or as authorization to provide any additional services except as may be approved by recorded vote of the Boone County Regional Sewer District Board of Trustees. When the term Owner's representative is used, it shall mean the duly appointed Executive Director or other designee as specified in writing by general policy or resolution of the Boone County Regional Sewer District Board of Trustees or by special appointment. It is understood and agreed that the Owner's representative has only that authority which has previously been authorized by the recorded majority vote of the Boone County Regional Sewer District Board of Trustees or established by written policy or order of the said Boone County Regional Sewer District Board of Trustees. The Owner's representative shall have authority to act on behalf of the Owner. The Boone County Regional Sewer District Board of Trustees shall articulate such authority in terms of decision-making powers and limitations. In the absence of written articulation of decision-making powers and limitations, it shall be presumed that such representative shall have all necessary decision-making authority with respect to the project except such representative shall have no authority to make decisions concerning the Engineer's compensation or reimbursement or with respect to aspects of the project which involve or affect project cost, expense or budgetary allowances.

9. **Termination or Suspension** - This agreement may be terminated by the Owner for any reason upon at least fifteen days written notice to the Engineer. This agreement may be terminated by the Owner without cause, in whole or in part, at any time, by providing the other party thirty (30) calendar days advance written notice of the termination. The agreement may be suspended by the Owner without cause, in whole or in part, by providing the Engineer thirty (30) calendar days advance written notice of the suspension. The Owner may terminate or suspend this agreement, in whole or in part, upon ten (10) days advance written notice if the Engineer breaches any duty, obligation, or service required pursuant to this agreement, and if the agreement is terminated by the Owner for such breach, the Engineer shall be liable for damages, including any additional costs of procuring similar goods or services from another source. If the termination results from acts or omissions of the Engineer, including but not limited to misappropriation or nonperformance of required goods, the Engineer shall return to the Owner immediately any funds, misappropriated or unexpended, that have been paid to the Engineer by the Owner. If expected or actual funding is withdrawn, reduced, or limited in any way prior to completion of

the project, included but not limited to the funding described in Paragraph 14 herein, the Owner may, upon ten (10) days advance written notice to the Engineer, terminate or suspend this agreement in whole or in part. If the agreement is terminated or suspended due to such funding withdrawal, reduction or limitation: (1) the Owner will be liable only for payment in accordance with the terms of this agreement for goods delivered prior to the effective date of termination or suspension; and (2) the Engineer shall be released from any obligation to provide such further goods pursuant to the agreement as are affected by the termination or suspension.

Upon termination, the Engineer shall immediately discontinue services and deliver to the Owner a final invoice for all services rendered to the termination date. Upon payment of this invoice, the Engineer shall deliver any and all drawings, plans and specifications or other documents prepared as instruments of service under this agreement whether complete or in progress. It is further agreed that if services are terminated the Engineer shall be compensated for all services rendered through the date of termination not to exceed \$36,970. If the Owner questions the extent of work on the final invoice, the Engineer shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Engineer prior to payment. If the project is suspended by the Owner for a period of more than thirty consecutive days and the Engineer's services have not been terminated, the Engineer shall be entitled to claim compensation from the Owner for any reasonable expenses he has incurred which can be documented which were a direct result of such suspension and not otherwise compensated under this agreement.

10. **Engineer Instruments of Service** - The Owner acknowledges the Engineer's completed construction contract documents as instruments of professional services. Nevertheless, the completed construction contract documents prepared under this agreement shall become the property of the Owner upon payment of all amounts rightfully owed by the Owner to the Engineer whether the project for which they are prepared is executed or not. The Engineer shall deliver to the Owner updated construction contract documents upon final completion of the project in usable electronic form as well as reproducible copies of same as they exist at the date of final completion or termination, whichever occurs earlier. The Engineer shall be permitted to retain reproducible copies of the contract documents for information, reference or other uses, as it deems appropriate without written authorization of the Owner. The Owner agrees to make no claims against the Engineer for losses arising out of any reuse of the contract documents.

11. **Insurance** - The Engineer shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to parties and approved by the Owner or Owner's representative in writing within 30 days of the commencement of work under this agreement as well as general liability insurance. Professional liability insurance shall have a minimum amount of coverage of \$3,448,710.00 per claim and general liability insurance shall have a minimum amount of coverage of \$3,448,710.00 per occurrence unless otherwise authorized by special condition to this agreement or amendment or addendum to this agreement. In addition, the Engineer shall maintain statutory coverage for workers' compensation insurance on all employees of the Engineer. Failure of the Engineer to obtain or maintain such insurance or to provide proper proofs thereof shall not diminish, waive or otherwise reduce the Engineer's obligation to provide and maintain such insurance coverage as specified above.

12. **Miscellaneous Provisions** - The following miscellaneous provisions shall be applicable to this agreement:

12.1 *Governing Law* - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to this agreement.

12.2 *Entire Agreement* - This agreement constitutes the entire agreement between the Owner and Engineer and supersedes any prior negotiations, representations or agreements, whether written or oral, and may only be amended by written and dated instrument signed by both the Owner and the Engineer.

12.3 *Binding Effect* - This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors, assigns or legal representatives and neither party shall sign or otherwise subcontract or delegate their obligations under this agreement except as may be authorized herein or authorized by the Owner in writing prior to such subcontract or delegation.

12.4 *Delegation of Duties* - It is understood and agreed that the Engineer may not retain a consultant or delegate performance of any of its duties under this agreement without first obtaining the written authorization of the Owner. In addition, the Owner shall be authorized to direct the Engineer to remove any consultant from the project when there are reasonable grounds to believe that such consultant is insolvent or if the consultant's performance is deficient due to professional errors, omissions, unreasonable delays in performance or such other causes which result in the Owner incurring unforeseen or unnecessary additional construction costs or other additional expenses.

12.5 *Records* - The Engineer agrees to maintain all records pertaining to payments received from and debts incurred on behalf of the Owner in accordance with generally accepted accounting principles and in accordance with this agreement and make such records available for inspection and review by the Owner's auditor, subject to any applicable proprietary rights or other privilege or confidentiality authorized or required by law.

12.6 *Standard of Care* - The Engineer shall perform the services described in this agreement with a degree of care, skill and diligence ordinarily exercised under similar conditions and in the performance of similar services with respect to projects of a similar nature to those services contemplated by this agreement by competent members of the engineering profession practicing in the area of the location of the project.

12.7 *Non-Waiver of Rights* - Nothing herein shall limit, waive or extinguish any right or remedy provided by this agreement or by law or equity that either party may have if any of the obligations, terms, or conditions set forth in this agreement are breached by the other party.

12.8 *Compliance with Law* - In performing all services under this agreement, Engineer shall comply with all applicable local, state, and federal laws, ordinances, rules and regulations regardless of whether such laws, ordinances, rules and regulations are specifically referenced in this agreement.

13. **Special Conditions** - The following special conditions shall be applicable to this agreement:

13.1 *Modification of Basic Services* - Basic services are modified as follows:

13.1.1 *Design Phase* - In addition to the requirements of Paragraph 2.1 the Engineer shall prepare preliminary design in conformity with Task A of Attachment A. All contract documents shall be prepared in compliance with Boone County Regional Sewer District Standards and Missouri Clean Water Commission rules and regulations.

13.1.3 *Bidding Phase* - In addition to the requirements of Paragraph 2.2 the Engineer shall perform the items that are specified in items of work in Task B of Attachment A.

13.1.4 *Construction Phase* - In addition to the requirements of Paragraph 2.3 the Engineer shall perform the items that are specified in items of work in Task C of Attachment A.

13.1.5 *Scope of Basic Services* - In addition to the provisions of Paragraph 3, Scope of Basic Services is further limited to exclude appraisal or acquisition of right-of-way or easements, and shall not include design of replacement or repairs to utilities except coordination of relocations that may be required due to possible conflicts with new facilities, but shall include retaining and supervising, if needed, the services of a qualified real estate abstractor for obtaining up to date title information on affected properties and shall include geotechnical engineering services for obtaining subsurface investigations, if needed, and shall include the services of an archeologist for obtaining a cultural resources survey, if needed. Design work for replacement or repairs to utilities shall be performed if authorized as additional services. The services of a qualified real estate abstractor for obtaining up to date title information on affected properties, shall be reimbursed at actual cost and shall be considered part of the not to exceed amount. The services of a qualified geotechnical engineering firm for obtaining subsurface investigations shall also be reimbursed at actual cost and shall be considered part of the not to exceed amount. Additional services which are excluded from the scope of this agreement are specifically listed as "Excluded Tasks" on Attachment A.

13.2 *Time of Completion* - All design work and construction contract documents enumerated in Attachment “A” under this contract shall be completed no later than five (5) months from the date of the notice to proceed under the engineering service contract. All final design work and contract documents enumerated in Attachment “A” under this contract shall be completed no later than five (5) months from the written approval and acceptance by the Owner of the preliminary design work.

14. **Federally Funded Project** – Engineer acknowledges that the project described herein is funded, in whole or in part, by federal funding. Specifically, through that certain Agreement for ARPA Funding by and between Owner and Boone County, Missouri dated July 11, 2024, the project, including payment for the services to be performed by Engineer described herein, is funded by American Rescue Plan Act funding in the form of the Coronavirus State and Local Fiscal Recovery Fund funding. Engineer shall prepare all documents and do all work in accordance with Boone County, Missouri requirements. The parties to this agreement agree as follows:

14.1 *E-Verify* – Engineer agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall require each subcontractor to affirmatively state in its contract with the Engineer that the subcontractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall provide a sworn affidavit attesting to the fact that the Engineer’s employees are lawfully present in the United States in substantially the same form as attached hereto as Exhibit 4, and Engineer shall also require each subcontractor to provide a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

14.2 *Debarment* – Engineer represents, and shall verify such representation by completing the certification attached hereto as Exhibit 5, that none of the Engineer, Engineer’s principals as defined by 49 CFR 29.995, or Engineer’s affiliates as defined by 49 CFR 29.905 are excluded or disqualified as defined by 49 CFR 29.940 and 29.945. By entering into this agreement Engineer acknowledges that this clause is a material representation of fact relied upon by Owner. If it is later determined that the Engineer knowingly rendered an erroneous certification, in addition to remedies available to Owner, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. Engineer agrees to comply with 49 CFR 29, Subpart C, and shall include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction or subcontract that it enters into.

14.3 *Byrd Anti-Lobbying Amendment* - Engineer certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee or a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Engineer shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.

14.5 *Equal Employment Opportunity* – The Engineer hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of the contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

- including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Engineer further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the party so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Engineer agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and sub contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Engineer further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility

for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14.4 *Procurement of Recovered Materials* - Where applicable, within the performance of this agreement involving the use of materials, the Engineer shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired. Engineer agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14.5 *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment* - Engineer agrees to comply with all requirements of 2 CFR 200.216 regarding prohibition on certain telecommunications and video surveillance services or equipment. Engineer asserts that this agreement does not relate to such prohibited telecommunications and video surveillance services or equipment.

14.6 *Domestic Preference* - Engineer should, to the greatest extent practicable under federal award, provide a preference of the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant with 2 CFR § 200.322. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this agreement.

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IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year first above written.

LOR ENGINEERING, LLC
d/b/a Cochran

By:

[NAME], [TITLE]

BOONE COUNTY REGIONAL SEWER DISTRICT

By:

Daniel Cunningham, Project Manager

ATTEST:

William Watkins, Assistant Secretary

APPROVED AS TO FORM:

Christopher Pieper, General Counsel

Attachment A

ENGINEERING SERVICES ROCHEPORT TRAILSIDE LIFT STATION UPGRADES BOONE COUNTY, MISSOURI

Task A—Design Phase:

After all field data has been obtained and plotted, the Engineer shall prepare preliminary plans. The preliminary plans will include the following:

- A-1. Cover sheet with location map, sheet index and legend of symbols.
- A-2. Preliminary plan and profile sheets at a scale of no greater than 1"=50' horizontal and 1" = 10' vertical, showing all survey data, topography, existing utilities, and proposed improvements including preliminary construction limits and existing and proposed contours of the land.
- A-3. Depict preliminary horizontal and vertical alignments of the mains, sediment and erosion control components, and preliminary permanent and temporary easements on the plans.
- A-4. Conduct a field check walk-through of the project.
- A-5. Assist in identifying and acquiring all applicable governmental approvals.
- A-6. Submit preliminary plans to the utilities for their review.
- A-7. Following the field check, the Engineer will proceed to prepare final plans for the project. These plans will be suitable for seeking bids, awarding a contract, and supervising construction of the Project. Final plans, cost estimate, contract documents, and specifications will be submitted to the Owner for their review.
- A-8. Identify applicable governmental permits necessary for execution of the project and obtain such permits (Such as a land disturbance and a construction permit from the Missouri Department of Natural Resources (MDNR), Boone County Stream Buffer permit, United States Army Corp of Engineers (COE) permit, Missouri Department of Transportation (MDOT) Right of Way permit, Boone County Public Works (BCPW) Right of Way permit, Boone County Land Disturbance permit, Wetland permits, and cultural permits). This service includes the acquisition of a construction permit and a land disturbance permit from the MDNR. The Engineer shall be required to respond to agency (such as MDNR, COE, MDOT, BCPW, etc.) comments until all permits are received. This service also includes the review and approval of the final plans, specifications, and contract documents by any applicable governmental agency.
- A-9. Prepare an engineer's opinion of probable construction cost for the project.
- A-10. Add comments received from the Owner. Prepare and furnish sufficient numbers of copies of the plans, specifications, and other documents as required for the Owner(s), bidding contractors, utility owners, and other affected parties. Contract documents shall be the Owner's standard, or some other commonly used format such as Engineers Joint Contracts Documents Committee, Construction Specifications Institute, or some other industry standard approved by the Owner.
- A-11. Provide vertical and horizontal control points with x, y, and z coordinates on the final plans sufficient to allow the contractor to provide his or her own construction staking.
- A-12. To the extent not already specifically provided for in the Engineering Services Agreement of this Attachment A, the scope of work to be provided by the Engineer for the Design Phase shall also include:
 - a. Provide limited topographic survey in the immediate vicinity of the lift station.

- b. Verify lift station is within the public right-of-way.
- c. Establish site benchmark for determination of base flood elevation.
- d. Evaluate flow data for existing lift station to confirm/determine flow rates.
- e. Hydraulic analysis of system and pump selection.
- f. Assist with coordination of electric service upgrades with Boone Electric.
- g. Prepare plans for lift station improvements including wet well, valve vault, discharge piping, valves, fittings, new pumps, pump accessories, controls and electrical upgrades.
- h. Determine phasing of work and provide plans for bypass pumping during construction.
- i. Evaluate raising lift station above the base flood elevation and design of associated improvements.
- j. Prepare project manual for use in bidding and construction. The project manual will include contract documents (front end documents) and technical specifications.
- k. Prepare final engineers estimate.
- l. Coordination of ARPA funding requirements with Boone County. All documents will be prepared in accordance with Boone County requirements.

Task B -- Bidding Services:

- B-1. Engineer will draft an Advertisement For Bid to a plan distribution company designated by the Owner.
- B-2. Engineer will submit Project plans, Project manuals and addenda in an electronic format to a plan distribution company designated by the Owner.
- B-3. Conduct the pre-bid conference.
- B-4. Answer questions or provide information for prospective bidders during the time they are preparing their bids and issue Owner approved desirable addenda.
- B-5. Attend the opening of bids and analyze the bids received. Evaluate the bids.
- B-6. The Engineer shall prepare from the Project Manual the construction contract documents for execution by the Owner and the Contractor.
- B-7. To the extent not already specifically provided for in the Engineering Services Agreement of this Attachment A, the scope of work to be provided by the Engineer for the Bidding Phase shall also include:
- a. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting.
 - b. Prepare a bid tabulation and contract recommendation letter.

Task C -- Construction Services

- C-1. Conduct the pre-construction conference.
- C-2. Review contractor submittals and shop drawings on material and equipment and provide written approval of contractor submittals and shop drawings on material and equipment.
- C-3. Provide one-time staking of vertical and horizontal control sufficient to allow the contractor to provide his or her own staking. Staking shall consist of a 5/8" by 30" long rebar with cap and two T-posts, one on each side, per manhole.
- C-4. Field check the horizontal and vertical control and provide an as-built plan after construction is complete, if requested by Owner. Work under this Task will be considered a reimbursable expense.
- C-5. Replace any land survey monuments disturbed, damaged or destroyed by construction, if requested by Owner. Work under this Task will be considered a reimbursable expense.

C-7. To the extent not already specifically provided for in the Engineering Services Agreement of this Attachment A, the scope of work to be provided by the Engineer for the Construction Phase shall also include:

- a. Serve as Owner's representative for administering the terms of the construction contract between Owner and their contractor.
- b. Engineer will endeavor to protect the Owner against defects and deficiencies in workmanship and materials in work by the Contractor.
- c. Provide site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents.
- d. Accompany Owner representatives on visits to the project site as requested.
- e. Reject work not conforming to the project documents.
- f. Prepare change orders for issuance by Owner as necessary and assure that proper approvals are made prior to work being performed.
- g. Review shop drawings, submittals, certified payrolls, pay applications, and other related items called for in the contract documents.
- h. Participate in final inspection and provide Punchlist.

Excluded Tasks:

Pursuant to Paragraphs 3 and 13.1.5, the following services are not included in the scope of the services to be provided pursuant to the agreement:

1. Environmental/Geotechnical/Wetlands Studies or Reports
2. Recording and Permit Fees
3. Boundary Survey
4. Full-Time Construction Inspection
5. Easement Document Preparation and Acquisition
6. Construction Stakeout
7. Emergency Storage Chamber Design
8. Stand-By Generator Design
9. Collection System Evaluation/Improvements
10. Wastewater Treatment Plant Improvements

EXHIBIT 1

**DRAWING AND DOCUMENT DELIVERABLES FOR AGREEMENT FOR ENGINEERING SERVICES
BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND
LOR ENGINEERING, LLC D/B/A COCHRAN
FOR THE
ROCHEPORT TRAILSIDE LIFT STATION UPGRADES**

The Engineer shall furnish the Owner the following drawings and documents:

1. Four (4) sets of prints of the preliminary plans.
2. Four (4) copies of the contract documents for review.
3. One (1) complete set of the fully checked, original design drawing of the final plans, size 22 inch x 34 inch, on mylar or standard form reproducible sheets, and four (4) sets of prints.
4. One (1) typed original and one (1) copy of the contract documents on standard 8 1/2 inch x 11 inch paper, and one (1) copy electronically transmitted as an e-mail attachment as a Microsoft Word document.
5. Digital files of all drawings in AutoCAD format.
6. Two (2) legible copies of engineering calculations and analyses in a bound volume.
7. One (1) typed original which is signed and sealed and one (1) copy of the legal descriptions for easements on standard 8 1/2 inch x 11 inch paper, and one (1) copy electronically transmitted as an e-mail attachment as a Microsoft Word document.

EXHIBIT 2

**REIMBURSEABLE EXPENSE SCHEDULE FOR AGREEMENT FOR ENGINEERING SERVICES
BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND
LOR ENGINEERING, LLC D/B/A COCHRAN
FOR THE
ROCHEPORT TRAILSIDE LIFT STATION UPGRADES**

Mileage

Long Distance Telephone Calls

Courier

In-House Printing Charges

Out-of-House Printing Charges

EXHIBIT 3

HOURLY FEE SCHEDULE FOR AGREEMENT FOR ENGINEERING SERVICES BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND LOR ENGINEERING, LLC D/B/A COCHRAN FOR THE ROCHEPORT TRAILSIDE LIFT STATION UPGRADES

Title	Charge-Out
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.

*Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

EXHIBIT 4

E-Verify

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530, RSMo.

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the Owner to verify "lawful presence" of individuals when the Owner contracts for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The Owner is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to: <https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an **Individual/Proprietorship**, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form Affidavit.

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal work authorization
program for all employees working in connection with services provided to the County. This business does not
knowingly employ any person that is an unauthorized alien in connection with the services being provided.
Documentation of participation in a federal work authorization program is attached hereto.
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they
are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty
of perjury that all employees are lawfully present in the United States.

Affiant Signature

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

EXHIBIT 5

Debarment Certification

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 1916019211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date