
Item (J)(3) - Facility Plan Contract with Cochran Engineering

From Jesse Stephens <JStephens@bcrsd.com>

Date Fri 7/17/2026 9:40 AM

To Jesse Stephens <JStephens@bcrsd.com>

Dear Board of Trustees,

I'm seeking a motion to allow the executive director to execute a contract with Cochran Engineering in the amount of \$55,120 for the Brown Station and Richardson Acres Facility Plan update and lagoon sludge evaluation. Cochran previously was evaluated and received the highest overall rating for the firms that submitted qualification statements for this project.



Jesse Stephens, P.E., Executive Director

Boone County Regional Sewer District (BCRSD)

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AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, 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, dba Cochran. (herein “Engineer” or “Cochran”).

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: **Brown Station and Richardson Acres Facility Plan Amendment**, which generally consists of the following described work: Evaluation and update of the District’s existing Facility Plan Amendment 2 prepared by HDR dated May 10, 2021. Based on the review, Cochran will amend the Facility Plan to align with the District’s current regionalization planning and other aspects of the project as more fully described in this agreement. Design services are not included in this scope of work.

2. **Facility Plan Amendment** – Unless otherwise provided for in this agreement, services shall include those as stated in “Attachment A”.

3. **Additional Services** - Services not referenced in “Attachment A” of this agreement or referred to on Attachment A as “Services Not Included” 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 (Exhibit ‘3’), or as otherwise mutually agreed upon in writing by way of amendment or addendum or attachment 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 enumerated in this agreement or not, for which the Engineer shall be entitled to no additional compensation.

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

4.1 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.

4.2 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.

4.3 The Owner hereby designates the Owner’s Engineering Manager to be the Owner’s representative. The Engineering 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.

4.4 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.

4.5 The Owner shall be responsible for furnishing services of outside consultants which are 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.

5. **Compensation** - The Engineer shall be compensated for services under this agreement on the basis of a lump sum fee. A rate schedule is attached and identified as Exhibit '3' and incorporated herein by reference with the overall total for professional hourly services for a lump sum of \$55,120.00 for the performance of tasks shown on Attachment "A". Monthly payment of invoices shall be made in proportion to the progress of work in the absence of a specific payment schedule. Payment shall be due and payable within thirty days after invoice and if unpaid thereafter, shall bear interest at the rate of nine percent (9%) per annum; 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. In the event services under this agreement are not completed within 18 months from the date hereof due to no fault of the Engineer, then payment for services required of the Engineer may be equitably adjusted but, in no event, in excess of the hourly rates set forth in the attached exhibit outlining the hourly rates for additional services of the Engineer and/or the actual cost of outside consultants approved by the Owner.

6. **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.

7. **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 Engineering Manager or 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.

8. **Termination or Suspension** - This agreement may be terminated by the Owner for any reason upon at least fifteen days written notice to the Engineer. 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 **\$55,120.00**. 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. This agreement may also be terminated by either party upon not less than seven days written notice in the event the other party shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the party initiating termination.

9. **Engineer Instruments of Service** - The Owner acknowledges the Engineer's completed Facility Plan Amendment documents as instruments of professional services. Nevertheless, the completed Facility Plan Amendment 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 final Facility Plan Amendment documents in usable and reproducible electronic form (upon receipt of the Engineer's electronic file disclaimer). The Engineer shall be permitted to retain reproducible copies of the Facility Plan Amendment 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 Facility Plan Amendment documents.

10. **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 \$3,547,658.00 per claim and general liability insurance shall have a minimum amount of coverage of \$3,547,658.00 per occurrence unless otherwise authorized by special condition to this agreement or amendment or addendum to this agreement. The Engineer shall include Owner as an additional insured on all liability insurance policies required by this agreement, and Engineer shall provide certificates of insurance to Owner evidencing compliance with the insurance requirements stated herein. 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.

11. **Indemnification** - To the fullest extent permitted by law, Engineer shall indemnify, hold harmless and defend the Owner, its directors, trustees, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of the Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the Engineer or a subcontract for part of the services), of anyone directly or indirectly employed by the Engineer or by any subcontractor, or of anyone for whose acts the Engineer or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the Engineer to indemnify, hold harmless, or defend the Owner from its own negligence.

12. **Governmental Immunity** - No provision of this agreement shall be construed as a waiver of any governmental immunity of the Owner, its officials nor any of its employees in the course of their official duties, which governmental immunity is expressly reserved by Owner.

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

13.1 *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.

13.2 *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.

13.3 *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.

13.4 *Assignment or Delegation of Duties* - It is understood and agreed that the Engineer may not assign or otherwise transfer its rights under this Agreement in whole or in part, 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.

13.5 *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.

13.6 *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.

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

14.1 *Modification of Basic Services* – NOT USED

14.2 *Time of Completion* - All tasks enumerated in Attachment "A" under this contract shall be completed no later than ninety (90) calendar days from the date of the notice to proceed under the engineering service contract. Cochran will not, however, be responsible for delays caused by events beyond our control.

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

LOR ENGINEERING, LLC, dba Cochran

BOONE COUNTY REGIONAL SEWER DISTRICT

By:

By:



David Van Leer, P.E., Engineering Manager|Partner

Jesse Stephens, P.E., Executive Director

ATTEST:

William Watkins, Assistant Secretary

APPROVED AS TO FORM:

Christopher Pieper, General Counsel

Attachment “A”

ENGINEERING SERVICES Brown Station and Richardson Acres Facility Plan Amendment BOONE COUNTY, MISSOURI

Task A—Facility Plan Amendment:

Cochran will evaluate the District’s existing Facility Plan prepared by HDR dated May 10, 2021. Based on our review, we will amend the Facility Plan to align with the District’s current regionalization planning. The Facility Plan Amendment will include the following:

1. Updates will be focused on the Richardson Acres and Brown Station facilities.
2. Update of background information and report scope.
3. Update of flow data and population.
4. Update of existing facility description.
5. Update alternatives analysis and recommendations.
6. Facility Plan Amendment will include an alignment study and evaluation of gravity sewer versus forcemain in certain locations.
7. We understand the intent is to close the Richardson Acres and Brown Station facilities and convey the flow to the City of Columbia for treatment. Connection point to the City of Columbia will be near the intersection of Highway HH and Brown Station Road.
8. Perform sludge survey and sludge sampling of the Richardson Acres two-cell lagoon. Sludge survey data will be included in the Facility Plan Amendment and allow for the determination of lagoon closure requirements.
9. We anticipate coordinating the plan with the City of Columbia.
10. Prepare cost estimates for the evaluated alternatives.
11. All aspects of the Facility Plan Amendment will be prepared to comply with SRF Funding.
12. Complete all necessary agency forms associated with the Facility Plan Amendment.
13. Procure all necessary clearance letters from local, state and federal agencies.
14. Present the Facility Plan Amendment to District Staff for adoption and address any comments.

The Facility Plan Amendment will be submitted to MoDNR for final review and approval. Cochran will address any comments received from MoDNR. Cochran will assist in Public Hearings as needed.

We anticipate design and permitting services will be provided under a separate contract.

SERVICES NOT INCLUDED:

(All of which can be provided under a separate contract)

1. Environmental/Geotechnical/Wetlands Studies or Reports
2. Review Fees
3. Design or Evaluation of New Treatment Systems
4. Construction Documents and Specifications
5. Topographic, Utility, and Boundary Survey
6. Construction Administration/Inspection
7. Operating Permit Modification
8. Construction Permitting
9. Plant Closure Plans
10. Flow Monitoring/Flow Measurement
11. Inflow and Infiltration Studies

EXHIBIT '1'

**DRAWING AND DOCUMENT DELIVERABLES FOR AGREEMENT FOR ENGINEERING SERVICES
BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND
LOR ENGINEERING LLC DBA COCHRAN
FOR THE
Brown Station and Richardson Acres Facility Plan Amendment**

The Engineer shall furnish the Owner the following documents:

1. One (1) original copy of the Facility Plan Amendment on standard 8 1/2-inch x 11-inch paper, and one (1) copy electronically transmitted as an e-mail attachment as a PDF document.

EXHIBIT '2'

**REIMBURSEABLE EXPENSE SCHEDULE FOR AGREEMENT FOR ENGINEERING SERVICES
BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND
LOR ENGINEERING LLC DBA COCHRAN
FOR THE
Brown Station and Richardson Acres Facility Plan Amendment**

No reimbursable expenses at the request of the Sewer District.

EXHIBIT '3'

LOR ENGINEERING LLC DBA COCHRAN HOURLY FEE SCHEDULE FOR AGREEMENT FOR ENGINEERING SERVICES BETWEEN BOONE COUNTY REGIONAL SEWER DISTRICT AND LOR ENGINEERING LLC DBA COCHRAN

FOR THE

Brown Station and Richardson Acres Facility Plan Amendment

COCHRAN FEE SCHEDULE (JANUARY 1, 2026 – DECEMBER 31, 2026)

2026 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.

Effective January 1, 2026, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Regional Manager	\$ 215.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Special Inspector	\$ 175.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Registered Geologist	\$ 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	\$ 130.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Administration	\$ 80.00
One Man Survey Crew	\$ 140.00
Laboratory Tech 1	\$ 80.00
Laboratory Tech 2	\$ 65.00

Note: Overtime rate of 1.5 times the regular rate will be charged for hours worked before 6AM, after 4PM, Saturdays, Sundays, or Holidays.