THIRD AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

This Second Amendment to Agreement for Engineering Services (the "Amendment") is made as of _____, 20__ (the "Effective Date") by and between Boone County Regional Sewer District, a common sewer district organized and operated under the provisions of Chapter 204 RSMo., (herein "Owner"), and LOR Engineering, LLC, dba Cochran, a Missouri limited liability company, (herein "Engineer").

Recitals:

A. Project Name and BCRSD Project No.: Highfield Acres Sewer Interconnection & Lagoon Abandonment (LOR15-062)

B. Engineer and Owner previously entered into that certain Agreement for Engineering Services dated April 3, 2017 (the "Original Agreement").

C. Engineer and District entered into that certain Contract Amendment dated January 30, 2024, amending the Original Agreement ("Amendment No. 2," and, collectively with the Original Agreement, the "Agreement" and "Amendment No. 1").

D. Engineer and District desire to amend the Agreement as stated herein.

Agreement:

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and agreements herein set forth, the parties hereto hereby stipulate, covenant, and agree as follows:

1. The Agreement is hereby amended by providing additional construction administration/Contractor adjusted alignment/As-Built Plan Changes within the scope of work of Task G:

Task G -- Construction Services

G-1. Conduct the pre-construction conference.

G-2. Owner shall be primarily responsible for construction observation. Owner shall be primarily responsible for change order preparation, prevailing wage documentation review, and pay estimate review. Engineer shall provide support to the Owner for this task.

G-3. Review contractor submittals and shop drawings on material and equipment and provide written approval of contractor submittals and shop drawings on material and equipment.

G-4. 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.

G-6. 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.

G-7. 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.

* The Engineer is requesting additional compensation for engineering services required beyond the original contract timeline due to the extended project duration, additional SRF assistance, Clearance letters for environmental impacts, SRF paperwork, additional bidder requirements including continued project administration, coordination, meetings, construction support, and related services necessary through project completion.

> **Compensation** – In addition to the compensation contemplated by the Agreement, the Engineer shall be compensated for the performance of engineering services beyond the original contract timeline due to the extended project duration for Task G, in Attachment A of the original Agreement as described herein, on the basis of an hourly fee as set forth in a mutually agreeable rate schedule with the overall total for professional hourly services associated with Task G not to exceed $15,000.

2. **Ratification** - Except as expressly amended hereby, the Agreement shall remain in full force and effect and is hereby ratified and confirmed in all respects.

3. **Arm's Length -** The parties hereto agree that this Amendment was negotiated at arm's length and that for the purposes of interpretation neither party shall be deemed the drafter of this Amendment.

4. **Applicable Law -** This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri without regard to any choice of law or conflict of law provision or rule.

5. **Counterparts -** This Amendment may be executed in two or more counterparts, and each such counterpart may be delivered electronically. Each such counterpart shall be deemed an original but all of which taken together shall constitute a single agreement. This Amendment may be delivered by facsimile or electronic transmission and documents delivered in such manner shall be binding as though an original Amendment had been delivered.

[*Remainder of Page Intentionally Blank; Signature Page(s) Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

ENGINEER:

LOR Engineering, LLC dba Cochran

By: _____

Name: David Van Leer, P.E.

Title: Engineering Manager|Partner

BOONE COUNTY REGIONAL SEWER DISTRICT

By: _____
Jesse Stephens, PE, Executive Director

ATTEST:

By: _____
Assistant Secretary

APPROVED AS TO FORM:

By: _____
Christopher Pieper, General Counsel