AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, 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" or "District"), 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 Regionalization Design**, which generally consists of the following described work: Design and permitting of a new regional lift station located at the Richardson Acres site and associated force main from Richardson Acres to Brown Station, and new gravity sewer from Brown Station to the City of Columbia to facilitate the conveyance of wastewater flows to the City of Columbia. Design also includes closure of the Richardson Acres Lagoon and Brown Station Sand Filter and other aspects of the project as more fully described in "Attachment A" of this agreement and the Facility Plan Amendment prepared by Cochran titled ***"Brown Station and Richardson Acres Facility Plan Amendment #3", Project No. LOR26-424***.

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 for outside of the Engineer's firm and such work shall be paid for 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 **Final Design and Construction Contract Document Phase** - Upon acceptance by the Owner of the preliminary design documents and estimated cost of construction as prepared by the Engineer under this contract, 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 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 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, 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 as well as any forms required by the funding provider(s). 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 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 from red lined plans provided by the Owner and/or Contractor. 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 services 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 himself 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.

3. **Additional Services** - Services not referenced in "Attachment A" of this agreement and services that are 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 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 Owner's 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 insuring 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 services for a lump sum of **$252,210.00** 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 one and one-half percent (1.5%) 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 24 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 or no 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 **$252,210.00**. 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. The Owner may immediately terminate this agreement in the event Engineer materially breaches the agreement. In the event sufficient budgeted funds are not available for a new fiscal period, the Owner shall notify the Engineer of such occurrence and the agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Owner.

9. **Engineer Instruments of Service** - The Owner acknowledges the Engineer's completed Facility Plan Amendment #3 documents as instruments of professional services. Nevertheless, the completed Facility Plan Amendment #3 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 #3 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 #3 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 #3 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, automobile liability shall have a minimum amount of coverage of $3,547,658.00 combined single limit for any one occurrence, 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. Engineer shall cause each subcontractor, if any, to purchase and maintain insurance in the types and coverage amounts specified in this paragraph.

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 or other immunity of the Owner, its officials nor any of its employees in the course of their official duties, which governmental or other 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 inure 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* - Basic services are modified as follows:

14.1.3 *Final Design and Contract Document Phase* - In addition to the requirements of Paragraph 2.1 the Engineer shall prepare final design and construction contract documents 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.

14.1.4 *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 "A" of Attachment "A".

14.1.5 *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 "D" of Attachment "A".

14.1.6 *Scope of Basic Services* - In addition to the provisions of Paragraph 3 Scope of Basic Services is further limited to exclude appraisal, services of a qualified real estate abstractor for obtaining up to date title information on affected properties, acquisition of right-of-way and 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 or that may be required due to obtaining geotechnical engineering services for subsurface investigations, but may include retaining and supervising, if needed, the services of an archeologist for obtaining a cultural resources survey, as an additional service. Design work for replacement or repairs to utilities shall be performed, if authorized, as additional services. Drawings and documents prepared as items described in Exhibit '1' and attached shall be considered part of the not to exceed amount. The services of a qualified real estate abstractor for obtaining up to date title information on affected properties shall be obtained by the Owner, if the Owner determines it is necessary. The services of an archaeologist for obtaining a cultural resources survey shall be reimbursed at actual cost and shall not be considered part of the not to exceed amount, should those services become necessary.

14.2 *Time of Completion* - All preliminary design work, easement documents and construction contract documents enumerated in Attachment "A" under this contract shall be completed no later than one hundred eighty (180) calendar days 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 thirty (30) calendar days from the written approval and acceptance by the Owner of the preliminary design work.

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

LOR ENGINEERING, LLC, dba Cochran

By:

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

BOONE COUNTY REGIONAL SEWER DISTRICT

By:

_____
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 Regionalization
BOONE COUNTY, MISSOURI

Task A—Design & Permitting:

SCOPE OF WORK

1. Provide typical project management duties including weekly staff review meetings, status reporting, financial tracking, schedule reporting and quality control/assurance. Hold regular meetings with client to review project status, confirm project direction, and discuss project developments.
2. Topographic survey for the Brown Station and Richardson Acres Regionalization project as depicted on Alternative No. 2 – Proposed Alignment in the District's Facility Plan Amendment #3. Work shall include surveying monumentation for establishment of properties, locating utilities, locating improvements and obtaining ground elevations along the designated route.
3. Design (1) new duplex lift station at Richardson Acres generally located as depicted on Alternative No. 2 – Proposed Alignment in the District's Facility Plan Amendment #3. Lift Station design to include wet well, valve vault, pumps, controls, piping, and associated appurtenances. The new lift station will discharge into the new force main.
4. Design approximately 8,100 lineal feet of new force main. Design will include Plan and Profile Sheets, Typical Details, and other project specific Construction Details. Forcemain alignment shall generally follow the alignment shown on Alternative No. 2 – Proposed Alignment in the District's Facility Plan Amendment #3.
5. Design approximately 2,400 lineal feet of new gravity sewer main. Design will include Plan and Profile Sheets, Typical Details, and other project specific Construction Details. Gravity sewer main alignment shall generally follow the alignment shown on Alternative No. 2 – Proposed Alignment in the District's Facility Plan Amendment #3.
6. Prepare closure plans for the Richardson Acres Lagoon and Brown Station Sand Filter.
7. Prepare 30%, 60%, and 90% plans for owner review and approval. Plans will be prepared in accordance with Missouri Department of Natural Resources and Owner requirements.
8. Permitting of project with the Missouri Department of Natural Resources to obtain a Construction Permit. Cochran will prepare the MoDNR construction permit application for signature by Owner. Permitting will include treatment plant closure plan and operating permit termination for the Richardson Acres Lagoon and Brown Station Sand Filter.
9. Coordination and permitting with applicable utility and regulatory agencies including MoDNR, road and highway authorities and Colt Railroad.
10. Acquire necessary clearance letters from State and Federal agencies and tribes as required by funding agencies.
11. Prepare Project Manual for use in bidding and construction. The project manual will contain contract documents (front end documents), including those documents required by the funding provider(s) and technical specifications.
12. Prepare final engineer's cost estimate.
13. Perform general bid administration. Answer Bidder's questions and assist with issuing addendums as necessary.
14. Participate and assist in pre-bid meeting, bid openings, contractor selection, and pre-construction meeting. Cochran will also prepare a bid tabulation and contractor recommendation letter. We anticipate one (1) bid letting.

FEE:

The total amount of fee to be paid for the professional services outlined in **Task A** of this Engineering Agreement shall be a lump sum fee of **$184,100.00**. This fee is good for an agreement with an effective date within a period of thirty (30) days from the date of this proposal.

Task B – Easement Exhibits

SCOPE OF WORK

1. Prepare Easement Exhibits and easement area calculations for each parcel along the sewer main. We have assumed approximately three (3) exhibits will be required. Actual alignment of sewer main may cause number of easements to vary.

FEE:

The total amount of fee to be paid for the professional services outlined in **Task B** of this Engineering Agreement shall be **$550.00 per parcel**. Approximately three (3) exhibits will be required totaling **$1,650.00**. This fee is good for an agreement with an effective date within a period of thirty (30) days from the date of this proposal.

Task C – Subsurface Exploration

SCOPE OF WORK

1. Field/Geotechnical – Borings every 200 lineal feet along the centerline of the force main and at each manhole on the new gravity sewer main in order to provide a summary report of rock depth. We anticipate +/- 52 borings.

2. Field staking of bore hole locations. Fee includes staking points one time.

3. Cochran will be on site during the subsurface investigation to observe and document rock depth.

FEE:
The estimated fee to be paid for the professional services outlined in **Task C** of this Engineering Agreement is **$26,800.00**. Estimated fee is based on $18,000 drilling expense. Actual expense for drilling will be submitted to District prior to completing the work. This fee is good for an agreement with an effective date within a period of thirty (30) days from the date of this proposal.

Expenses for clearing are not included in this fee and will be contracted directly through the District.

Task D – Construction Administration

SCOPE OF WORK

Services provided will not make Engineer responsible for the construction methods and procedures used by Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. Conduct the preconstruction conference and prepare the Notice to Proceed.

2. The Engineer will accompany District representatives on visits to the project site as requested. We have budgeted for (10) site visits.

3. Prepare change orders for issuance by the District as necessary and assure that proper approvals are made prior to work being performed.

4. Review shop drawings, submittals, certified payrolls, and pay applications.

5. Participate in final inspection and provide Punchlist.

FEE:

The total amount of fee to be paid for the professional services outlined in **Task D** of this Engineering Agreement shall be a lump sum fee of **$39,660.00**. This fee is good for an agreement with an effective date within a period of thirty (30) days from the date of this proposal.

SERVICES NOT INCLUDED:

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

1. Environmental/Wetlands/Archeological Studies or Reports
2. Recording and Permit Fees
3. Titlework Fees
4. Appraisal Fees
5. Bid Advertisement Fees
6. Easement Acquisition
7. Construction Inspection/Stakeout
8. I&I Investigations or Reports
9. Planning & Zoning Approvals
10. Clearing for Subsurface Investigation
11. Improvements to serve Hillcrest Residential Care or Oak Ridge Mobile Home Park
12. Improvements to or analysis of receiving sewer
13. Elimination of STEP Collection Systems
14. Design of Improvements to STEP Collection Systems

TOTAL FEE:

The total amount of fee to be paid for the professional services outlined in this proposal shall be as summarized in the following table. This fee is good for an agreement with an effective date within a period of thirty (30) days from the date of this proposal.

TASK A: DESIGN & PERMITTING	$ 184,100.00
TASK B: EASEMENT EXHIBITS	$ 1,650.00
TASK C: SUBSURFACE EXPLORATION	$ 26,800.00
TASK D: CONSTRUCTION ADMINISTRATION	$ 39,660.00
TOTAL	**$ 252,210.00**

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 Regionalization

The Engineer shall furnish the Owner the following documents:

1. One (1) original copy of the Project Manual printed on standard 8 1/2 inch x 11 inch paper, one (1) original copy of the "For Construction" Plans printed on 24 inch x 36 inch paper, and one (1) copy electronically transmitted as an e-mail attachment in PDF format of both the Project Manual and "For Construction" Plans.

EXHIBIT ‘2’

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

No reimbursable expenses at the request of the 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 Regionalization
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.

Title	Charge-Out
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.