

**FIRST AMENDMENT
TO ENGINEERING AGREEMENT
FOR SCOUR MITIGATION PLANS
OF LANCASTER COUNTY BRIDGE H-119**

THIS AMENDMENT entered into this _____ day of November, 2017, by and between the firm of **JEO**, hereinafter referred to as the "**ENGINEER**", and Lancaster County, hereinafter referred to as the "**COUNTY**". Collectively the County and the Engineer may be referred to as "the Parties."

WHEREAS, on March 28, 2017, the Parties previously entered into a contract for scour mitigation plans for County bridge H-119, under County Contract No. C-17-0241 ("the Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to add additional plan preparation services related to road improvements on bridge H-119;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. The Agreement shall be amended by requiring the Engineer to perform the following additional plan preparation services related to road improvements on bridge H-119:

-Design of NDOT standard Midwest Guardrail System approach section at all four corners of the bridge. NDOT special plans may be included to address any design constraints due to restrictive site conditions.

-Remodel of the existing concrete bridge rails at the buttress ends to accept the NDOT standard Midwest Guardrail System approach section connection.

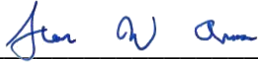
-Plans for associated grading required for implementation of the NDOT standard Midwest Guardrail System approach section.

2. Section VI.A.1 of the Agreement shall be amended by:

- a. inserting a lump sum fee of \$5,000.00 for the additional plan preparation services added to the Agreement pursuant to this First Amendment;
- b. revising the total fee for all services under the Agreement, as amended, from \$28,150.00, to \$33,150.00; and
- c. inserting the following language at the end of Section VI.A.1:
 - i. The \$5,000.00 lump sum fee for the additional plan preparation services added to the Agreement pursuant to the First Amendment will be full and complete compensation for the successful completion of the services provided for in the First Amendment. This fee will be considered due and payable upon completion of all the services provided for in the First Amendment.

3. All other terms and conditions of the Agreement not in conflict with this Amendment, shall remain in full force and effect.
4. This Amendment shall be binding upon the Parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTED this 9th day of November, 2017, by the ENGINEER.

By: 

Name: Steven W. Arens, PE, SE

Title: Project Manager

EXECUTED this _____ day of _____, 2017, by the COUNTY.

By: _____

Name: _____

Title: Chair, Lancaster County Board of Commissioners

APPROVED AS TO FORM
this _____ day of _____, 2017

Deputy County Attorney
for Joe Kelly
County Attorney