

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

**THIS AMENDMENT** entered into this \_\_\_\_\_ day of May, 2018 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, on November 14, 2017, the Parties amended the Agreement with a supplemental agreement ("First Amendment") for additional services for roadway and guardrail design for bridge H-119;

WHEREAS, the Parties wish to amend the Agreement to add additional plan preparation services related to channel, bridge, and pay item 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 channel, bridge, and pay item improvements on bridge H-119:
  - Design of new steel sheet pile abutments for the remodel of the existing timber abutments to accommodate required scour protection measures and new channel grading through the bridge location.
  - Updating final plans with Lancaster County requested pay items and specifications for uniform, updated bidding practices.
2. Section VI.A.1 of the Agreement shall be amended by:
  - a. inserting a lump sum fee of \$7,000.00 for the additional plan preparation services added to the Agreement pursuant to this Second Amendment;
  - b. revising the total fee for all services under the Agreement, as amended by the First Amendment and Second Amendment, from \$33,150.00, to \$40,150.00; and
  - c. inserting the following language at the end of Section VI.A.1:
    - i. The \$7,000.00 lump sum fee for the additional plan preparation services added to the Agreement pursuant to the Second Amendment will be full and complete compensation for the successful completion of the services provided for in the Second Amendment. This fee will be considered due and payable upon completion of all the services provided for in the Second 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 16th day of May, 2018, by the ENGINEER.

By: 

Name: Steven W. Arens, PE, SE

Title: Project Manager

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the COUNTY.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chair, Lancaster County Board of Commissioners

APPROVED AS TO FORM  
this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Deputy County Attorney  
for Joe Kelly  
County Attorney