

**SUPPLEMENTAL AGREEMENT NO. 3
TO
ENGINEERING SERVICES CONTRACT**

RCR

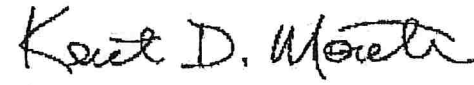
This Supplemental Agreement is made part of an agreement date October 15, 2021 between the County of Jackson and OWN, Inc. (formerly Anderson Engineering, Inc.) for design and construction inspection of the Stoenner Road Bridge Replacement project (MoDOT Project No. BRO-B048 (059) / Jackson County Project No. 3247). The purpose of this Supplemental Agreement is to compensate the Engineer for the additional hydraulic modeling (HEC-RAS) to demonstrate to the property owner that the proposed stream conditions will not change significantly beyond the existing stream condition with respect to erosion and stream velocity. These additional services shall be in an amount not to exceed Five Thousand Thirty-seven Dollars and Five Cents (\$5,037.05). The total design phase services shall be in an amount not to exceed One Hundred Nineteen Thousand, Five Hundred Thirty-seven Dollars and Five Cents (\$119,537.05). Attachment A outlines the chronological progression of the additional scope and cost breakdown.


This Supplemental Agreement is contingent upon approval by the Federal Highway Administration (FHWA) and the Missouri Department of Transportation (MoDOT). Supplemental Agreement No. 3 accepted as defined herein:

OWNER: JACKSON COUNTY

ENGINEER: OWN, INC.

BY: 
Bob Crutsinger
Director of Finance & Purchasing

BY: 

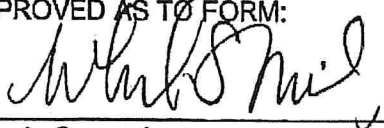
BY: 
Brian Gaddie, PE
Director of Public Works

DATE: 03/20/2024

ATTEST:

BY: 
Project Coordinator

Executed by the County on the 30th day of September, 2024.

APPROVED AS TO FORM:

County Counselor

ATTEST:

Clerk of the County Legislature

FILED

FIG. VI-4 (rev)

SEP 30 2024

MARY JO SPINO
COUNTY CLERK

O. 5848

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable, and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to provide for the obligation of \$5,038.00 which is herein authorized.

9-30-2024
Date



Director of Finance and Purchasing
Account No. 004-1507-56030
SCON-10000835 DM

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES



March 15, 2024

Jackson County Public Works
 Ric Johnson-Director of Public Works
 303 W Walnut
 Independence, MO 64050

Re: OWN Amendment #3 to Contract for Professional Services dated 10/11/2021 Engineering Design Services for BRO-B048(059) Jackson County Project #3247 Stoenner Road Bridge over Fire Prairie Creek Tributary

Dear Ric,

This Amendment is hereby attached to and made part of the Contract for Professional Services dated 10/11/2021 and Additional Work dated 10/3/2022 between Jackson County Public Works ("Client") and OWN, Inc. (formerly Anderson Engineering, Inc.). All Terms and Conditions remain the same unless specifically modified herein. OWN's scope of services for this Amendment is as follows:

ADDITIONAL HEC-RAS MODELING \$5,037.05

- Performed additional HEC-RAS modeling to illustrate channel velocities and shear stress calculations for concerned property owners.
- Prepared exhibits from modeling results.
- Held various property owner meetings and phone conversations regarding HEC-RAS modeling results and easement concerns.
- Coordinated easement revisions as requested by property owners and obtained easement signatures.

Name	Date	Hours	Billing Amount	Comment
Jonathan Daldalian	03/29/23	1.5	\$159.00	Model SearchProp. Model Revision
Jonathan Daldalian	03/30/23	4	\$424.00	Channel velocity and shear stress calculations
Kent Monter	04/04/23	0.25	\$44.38	Project coordination
Jonathan Daldalian	05/10/23	0.5	\$53.00	Revised Hydraulic Data Table
Jonathan Daldalian	06/08/23	3	\$318.00	Meeting PrepEx Conditions Model CheckPro Conditions Model CheckExhibit Prep
Jonathan Daldalian	06/08/23	1	\$106.00	Coordination Meeting
Kent Monter	06/08/23	1	\$196.50	property easements, owner concerns - erosion
Scott Edgar	06/08/23	1	\$177.50	review HEC-RAS output with Jon/Kent
Jonathan Daldalian	06/09/23	1	\$106.00	Cross Section Review
Kent Monter	06/23/23	0.25	\$49.13	Project discussions
Kent Monter	07/11/23	0.25	\$49.13	property owner coordination attempt
Kent Monter	07/21/23	0.25	\$49.13	Property owner coordination
Kent Monter	07/25/23	0.75	\$147.38	Property owner meeting coordination
Kent Monter	07/27/23	0.75	\$147.38	Property owner mtg prep
Mitch Gibler	07/27/23	1	\$113.50	discussion with Kent about an owner meeting
Jonathan Daldalian	07/31/23	3.5	\$371.00	Site VisitClient MeetingTravel Time
Kent Monter	07/31/23	2	\$393.00	Property owner meeting
Mitch Gibler	07/31/23	3	\$340.50	Land Owner meeting at site
Kent Monter	08/14/23	0.75	\$147.38	property owner correspondence
Mitch Gibler	08/14/23	2	\$227.00	updated easements
Kent Monter	08/16/23	0.75	\$147.38	property owner correspondence
Naomi Daldalian	08/16/23	1.5	\$159.00	Stoenner Rd Redlines / Revisions
Naomi Daldalian	08/17/23	4	\$424.00	Stoenner Rd Redlines / Revisions
Kent Monter	09/07/23	0.25	\$49.13	Property owner communication - easement signatures
Kent Monter	09/08/23	0.25	\$49.13	Property owner communication - easement signatures
Kent Monter	09/13/23	0.5	\$98.25	Property easements
Kent Monter	09/14/23	0.5	\$98.25	property easement
Kent Monter	09/18/23	1	\$196.50	Property owner easement negotiations
Kent Monter	09/22/23	1	\$196.50	property owner negotiations
		37.5	\$5,037.05	

TOTAL AMENDMENT FEE \$5,037.05

AMENDMENT TO CONTRACT FOR PROFESSIONAL SERVICES



TOTAL REVISED CONTRACT FEE

Original Contract:	\$98,000.00
Amendment #1:	\$16,500.00
Amendment #2:	\$0.00
<u>Amendment #3:</u>	<u>\$5,037.05</u>
NEW TOTAL CONTRACT FEE:	\$119,537.05

Special Note: Provided below is a page from the Negotiator Report which shows the contacts that were made with the property owners in an attempt to obtain their signatures on the required easements. These are considered to be over and above the typical number of attempts needed.

***See Negotiator Report Attached.**

Compensation

These amended services add **\$5,037.05** from our original Agreement plus additional reimbursable expenses. Additional services will be invoiced in accordance with the terms of the original Agreement unless otherwise stated herein.

This Amendment, along with any other previous Amendments to the original Agreement, represents the entire understanding between Client and OWN with respect to the Project and may only be modified in writing signed by both parties.

If this Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to OWN. Client warrants that it is either the legal owner of the property to be improved by this project or that Client is acting as the duly authorized agent of the legal owner.

Sincerely,

OWN, Inc.

Kent D. Monter, P.E.
Public Infrastructure Department Manager

By signing below, you acknowledge that you have full authority to bind Client to this Amendment. Your signature indicates authorization to proceed and that you have reviewed and accepted this Amendment.

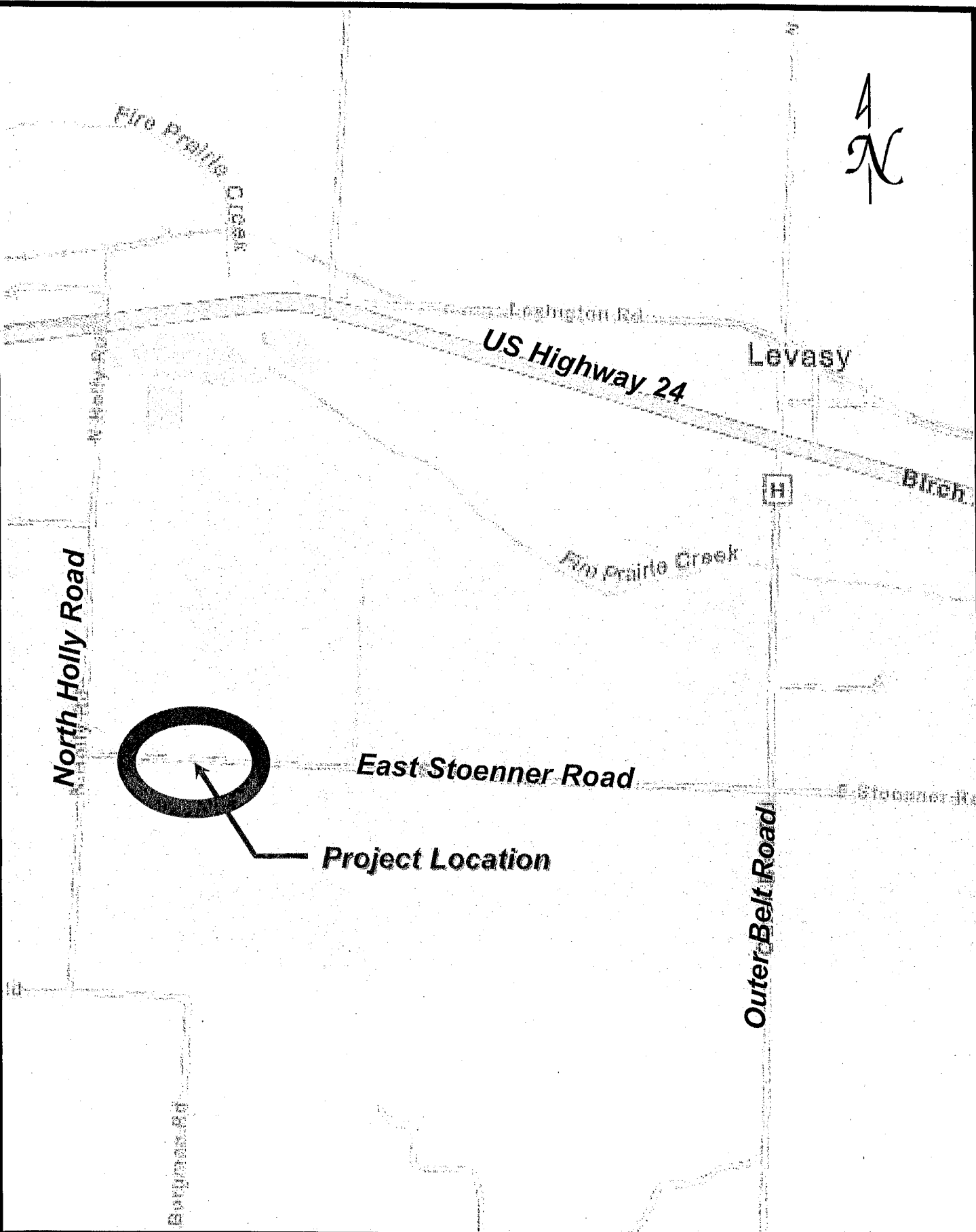
Jackson County Public Works


Project #21KC40005- Amendment #3

Signature: _____
Name: _____
Title: _____
Date: _____
Client Representative (if different from above): _____

3/20/23: Call to set up virtual meeting with land owner.
6/22/23: response from land owner stating he will be out of country until 7/1/23 and presenting questions and requesting information to confirm concerns are not warranted.
6/20/23: email from 3/24/23 meeting acknowledging land owners concerns about erosion.
7/11/23: follow up email to schedule meeting to discuss concerns.
7/19/23: Response from land owner stating they had just received surgery and will be in touch soon.
7/20/23: Acknowledge email of response. Response from land owner reiterating concerns.
7/24/23: Follow up email stating attempts to coordinate meeting with county staff and consultant, response email stating a meeting at the site is preferred.
7/26/23: Email attempting to coordinate site meeting for 7/31/23, response email verifying date of site meeting.
7/26/23: Email setting meeting at site 7/31/23 @2pm.
7/31/23: Site meeting with Don Borgman and Brad Mershon discussing concerns and fielding questions from land owners. Persons present: Don Borgman, Brad Mershon and Son, AE (Kent Monter, Jon Daldalian, Mitch Gilber), Jackson County (Ric Johnson).
8/12/23: Email from land owner nothing changes needed to easements.
8/16/23: AE response email with updated easements. Response from land owner stating they are traveling and won't be able to sign until returning 8/28/23.
9/6/23: Email to land owner giving direction on where to send signed easements.
9/7/23: Response email from land owner stating easements are in the mail.
9/14/23: Call to discuss status of easements, no answer.
10/5/23: Called and emailed land owner in regards to resign easements after alterations.
11/3/23: Call regarding ownership agreement for D&C Farms LLC
11/3/23: Call and in person meeting for the collection of ownership agreement.

Signed: Kent D. Monte 14 Nov 2023
Negotiator Date

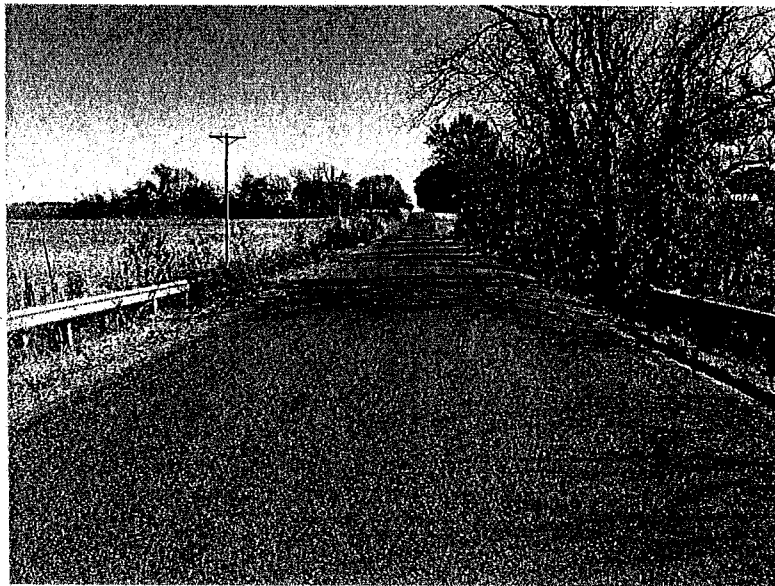


	PROJECT:	Stoenner Road Bridge
	DRAWING:	genlocation.pptx
	DATE:	November 4, 2020
	DESIGN:	ELJ CHKD:
	DETAIL:	ELJ APD:

STOENNER ROAD BRIDGE RECONSTRUCTION

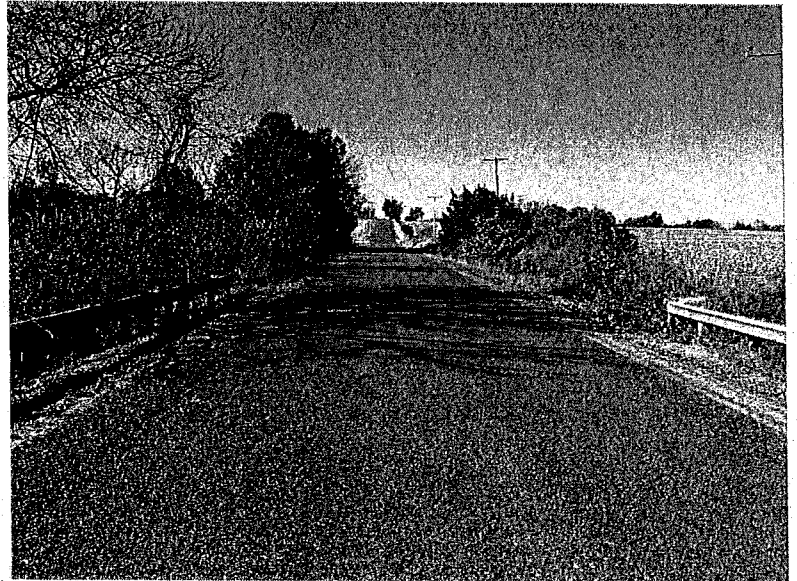
General Location Map

C1



Looking east along Stoenner Road from the structure. The roadway is chip sealed with minimal grass shoulders. Roadside ditches get steeper as they approach the structure. Guardrail has been installed.

Looking west along Stoenner Road from the structure. The roadway is chip sealed with minimal grass shoulders. Roadside ditches get steeper as they approach the structure. Guardrail has been installed.



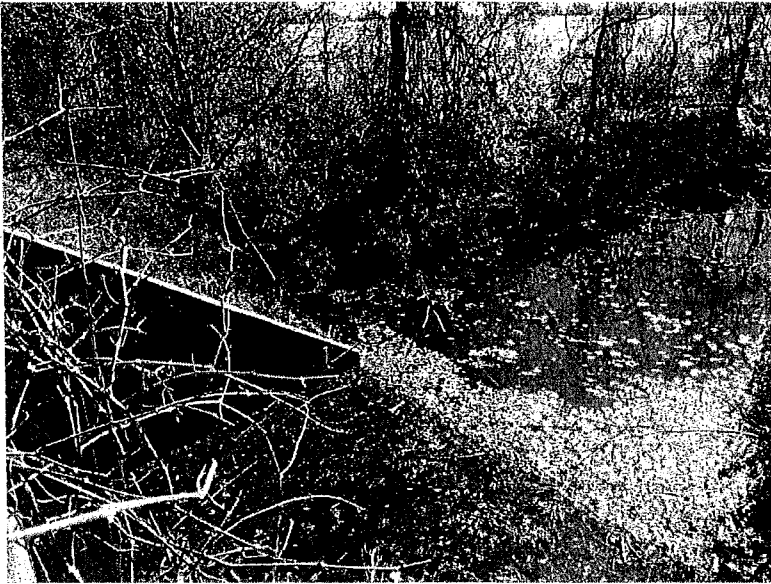
Looking upstream from the double cell RCB. The stream banks are very well defined and extend outside the wingwalls of the structure.



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STOENNER ROAD BRIDGE RECONSTRUCTION

General Project Photos



Upstream end of the structure. No center wingwall was constructed. Note the erosion of the roadside ditch at the end of the southeast wingwall. Rock blanket should be considered for each of the locations where the roadside ditches enter the streamway to prevent erosion.

Looking downstream from the double cell RCB. The stream banks are very well defined and extend outside the wingwalls of the structure. Note the erosion around the base of the trees immediately downstream of the structure. These should be removed to prevent blockage of the stream if they were to fall during a major storm event.



Looking at the downstream end of the structure. There is a significant drop from the end of the apron to the actual stream bottom.



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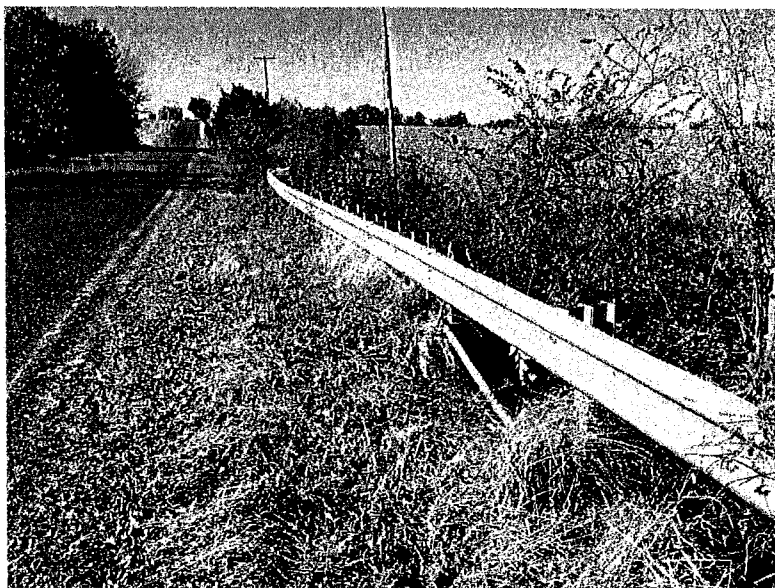
STOENNER ROAD BRIDGE RECONSTRUCTION

General Project Photos



The downstream toewall has degraded to the point that the reinforcing steel is exposed. Note the roadside ditch entering streamway behind the northwest wingwall.

Northeast corner of the structure taken from the roadside. Note the steepness of the grade to the roadside ditch.



Looking west along the north side of Stoenner Road at the structure. Note the underground utility that crosses over the double cell RCB (assumed fiber optic). During the field visit we noted overhead power and telephone on the poles. We did not see any markers for gas or water at this time. Need to review the County records for private easements.



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General Project Photos