

**FIRST AMENDMENT TO
COOPERATIVE AGREEMENT FOR SHARED USE PATHWAY AND OTHER
TRANSPORTATION IMPROVEMENTS IN THE VICINITY OF THE ROCK
ISLAND CORRIDOR**

This First Amendment to the Cooperative Agreement is made as of April 28, 2020, between Jackson County, Missouri (the "County") and the City of Lee's Summit, Missouri (the "City").

Recitals

A. County and City entered into a Cooperative Agreement dated April 18, 2018 to cover the County's installation of a shared use pathway along the Rock Island Corridor ("Corridor") within the City of Lee's Summit and the City's improvements to Chipman Road ("Project") which includes removal of the Chipman Road railroad bridge and payment by the City to County of the sum of \$2 Million Dollars in complete satisfaction of the City's obligation with respect to the Chipman Road Project, and the County agreeing among other items of performance, to build an accessory bridge for which payment has been made.

B. City is funding the removal of the existing Chipman Road railroad bridge as part of the Project and County is funding the design and construction of a new pedestrian bridge to accommodate the shared use pathway over Chipman Road.

C. In order to eliminate construction delays, coordination conflicts, and a prolonged need for an at grade crossing at Chipman Road during the removal of the existing railroad bridge and installation of the new pedestrian bridge, City and County have agreed to include the construction of the new bridge as an alternate bid in the City's Project.

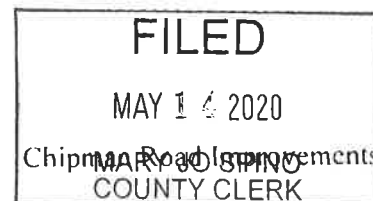
D. County agrees to select Wilson & Company, the design firm for the City's Project, as the design firm for the new pedestrian bridge.

E. County agrees to make payment to City in advance for overseeing design work for the new pedestrian bridge.

F. This First Amendment to the Cooperative Agreement covers the design work of the new pedestrian bridge. A separate amendment will be negotiated in the future if County accepts the alternate bid for construction of the bridge. The separate amendment is necessary to cover the cost of construction and inspections of the bridge, which will be paid by the County to the City before construction begins.

G. Wilson & Company was selected by the City as the most qualified firm for the Project through a qualification based selection process.

First Amendment, Cooperative Agreement



Therefore, the parties agree as follows:

A. The following sections are hereby amended as indicated:

Sec. 4. Chipman Road Bridge. Subsection d is amended as follows:

d. Design and construction of new pedestrian bridge over Chipman Road.

The design and construction of the new pedestrian bridge over Chipman Road will be included in the City's Project as an alternate bid. The County will be responsible for the cost of the design and construction (if alternate bid is acceptable) of the new pedestrian bridge.

i. Obligations of County. County agrees to:

Expend only local dollars in this project including the funds to be remitted to the City or used to pay the contractor. In no event shall federal funds received by the County be used for this project.

Remit to City, upon approval of this agreement by County Executive, the sum of \$15,000.00 (fifteen thousand dollars) for the design of a new pedestrian bridge over Chipman Road, provided however that if City fails to fulfill its obligations as set forth in this Cooperative Agreement, County shall be entitled to withhold in full, or recover in full if already remitted to City, County's contribution.

Remit to City, the approved alignment and design criteria for the new pedestrian bridge in a timely manner and in general accordance with the adopted Project design schedule.

Review and approve plans and specifications submitted by City in a timely manner and in general accordance with the adopted Project design schedule.

Negotiate separate amendment with City, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new bridge.

If the alternate bid is unacceptable, the County would have the right to re-bid the bridge construction as a separate project utilizing the design produced by Wilson & Company.

Comply with all other requirements applicable to County as set forth in this Cooperative Agreement.

ii. Obligations of City. City agrees to:

Accept the sum of \$15,000.00 (fifteen thousand dollars) from County and maintain the same intact to be spent exclusively on the design of the new

pedestrian bridge set forth in this Cooperative Agreement and none others.

Exercise general supervision over the design of the new pedestrian bridge. The design year shall be 2020.

Ensure that all plans, drawings, and specifications for the pedestrian bridge conform to County's standards for structures, subject to County's right to issue variances to these standards as it deems necessary.

Provide to County the new pedestrian bridge plans and specifications at key milestones for County's review, comments and final approval. Ensure final approval is received from County prior to project advertisement. Deliverable plans and specifications will include Preliminary plans, Final Plans and Project Manual (technical specifications) for the Project.

Bid the City's Project through the City's standard bidding procedures, anticipated for 2021, with the costs for the construction of the pedestrian bridge as an alternate bid on the City's bid form, which will ensure costs to construct bridge are evident.

Negotiate separate amendment with County, upon acceptance of alternate bid for new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new pedestrian bridge.

Provide to County an accounting sufficient to satisfy County that the funds contributed by County herein were spent in accordance with the terms of this Cooperative Agreement, and provide such additional supporting documentation as may be required by County to establish City's compliance with all other terms and conditions of this Cooperative Agreement.

Comply with all other requirements applicable to City as set forth in this Cooperative Agreement.

B. Sections not Amended. All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.

C. Execution Documents. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

JACKSON COUNTY, MISSOURI

By: [Signature]
Frank White Jr.

Title: Jackson County Executive

Date: 5/12/2020

ATTEST:

By: [Signature]
Mary Jo Spino
Title: Clerk of the Legislature

Approved As to Form:

[Signature]
County Counselor

LEE'S SUMIT, MISSOURI

By: [Signature]
William A. Baird

Title: Mayor

Date: 4-30-2020

ATTEST:

By: [Signature]
Trisha Fowler Arcuri
Title: City Clerk
Ord No. 8856

Approved As to Form:

[Signature]
Nancy K. Vendes, Chief Counsel of
Infrastructure and Planning
Office of City Attorney



REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$15,000.00 which is hereby authorized.

5-11-2020
Date



Director of Finance and Purchasing
Account No. 003-3601-58060
PC #36012020002 \$15,000.00

EXHIBIT A
Rock Island Pedestrian Bridge over Chipman Road
Scope of Services

May 30, 2019

General Scope of Services

The purpose of this agreement is to provide professional design services to develop Final Construction Plans, Specifications, and Estimates for the Rock Island Trail Pedestrian Bridge over Chipman Road. The proposed bridge will be included with the Chipman Road plans.

Detailed Scope of Services

Task 1 – Preliminary Plans (approximately 60% Complete)

The Consultant will prepare Preliminary Plans for the Rock Island Trail Pedestrian Bridge using the same plan format as the Chipman Road Improvements. The bridge will be a prefabricated model similar to other pedestrian bridges installed by the County along the trail. Abutments will be designed based on previously obtained geotechnical information and bridge manufacturer recommendations. Plan sheets will use the topographic survey collected for the Chipman Road design. A field review will be held with the City of Lee's Summit and Jackson County to determine the preferred alignment. The alignment will be selected to accommodate future planned improvements along the Rock Island corridor.

List of Sheets – The list of sheets to be included will be as follows:

- General Notes
 - Plan Sheets
 - Bridge Layout
 - Abutment Retaining Wall Plan and Profile Sheets
 - Summary of Quantities
 - Construction Phasing Sheet
 - Pedestrian Detour Plan Sheet
 - Miscellaneous Details
- 1.1 Design – The Consultant will prepare the preliminary plans based on the notes, measurements, and recommendations noted in the Field Review.
 - 1.2 Cost Estimate – The Consultant shall prepare a Cost Estimate using bid items and recent bid tabs provided by the City.
 - 1.3 Plan Submittal – Preliminary Plans will be submitted to the City and the County for review and comments.
 - 1.4 Preliminary Plan Meeting – The Consultant shall meet with the City and County staff to review the plans and discuss any comments.

Task 2 – Final Plan Development

The Consultant will prepare Final Plans for the purpose of bidding for construction. The list of sheets to be included will be as follows:

- General Notes
- Plan Sheets
- Bridge Layout
- Abutment Retaining Wall Plan and Profile Sheets
- Manhole Adjustment Details
- Summary of Quantities
- Construction Phasing Sheet
- Pedestrian Detour Plan Sheet
- Miscellaneous Details

Also, finalize any proposed project specifications.

- 2.1 Plan Revisions – The Consultant will revise the plans and specifications according to any comments received.
- 2.2 Cost Estimate – The Consultant shall revise the Cost Estimate using the recent bid tabs provided by the City.
- 2.3 Plan Submittal – Submit Final Plans and specifications to the City and County for review and comment.
- 2.4 Plan Revisions – The Consultant will prepare Final Plans, Specifications, and Estimate based on comments received in the final plan review.
- 2.5 Plan Submittal to City for Bids – The Consultant will incorporate the plans into the Chipman Road Improvements plans for bidding.

Task 3 – Project Management and Quality Control

- 3.1 This task will include coordination of the Consultant's Project Team, progress reporting to the City/County, and providing timely response to the City from the Project Manager. The Consultant shall provide a quality assurance/ quality control (QA/QC) check for each of the plan and quantity submittals (Preliminary and Final).



Proj.: Chipman Road
 By: JCKlaudt
 Date: May 14, 2019
 Client: Lee's Summit, MO
 Notes: Ashurst Extension

EXHIBIT A
FEE ESTIMATE WORKSHEET

Fee Rev
CDP
 Date: **05/31/19**

TASK	WORK TASK DESCRIPTION	ESTIMATED MANHOURS				TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		P6 Project Manager \$190.00	P5 Structural Engineer \$170.00	P2 Design Engineer \$96.00	PD2 CADD Designer \$81.00				
	Rock Island Pedestrian Bridge								
Task 1	Preliminary Plans	2	20	40	20	\$ 9,240.00	\$ 70.00	\$ 9,310.00	
Task 2	Final Plans	2	8	20	20	\$ 4,900.00	\$ 70.00	\$ 4,970.00	
Task 3	Project Management and Quality Control	2	2	2	4	\$ 720.00	\$ -	\$ 720.00	
	Subtotal	4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	
TOTALS		4	30	60	40	\$ 14,860.00	\$ 140.00	\$ 15,000.00	