

**COOPERATIVE AGREEMENT FOR DESIGN SERVICES TO
RESTORE JACKSON COUNTY LONGVIEW TRAIL IMPACTED BY
REPLACEMENT OF RAYTOWN ROAD DOUBLE-PIPE CULVERTS**

July 8
~~JUNE 28~~

This Cooperative Agreement is made as of May ~~28~~, 2022, between Jackson County, Missouri (the "County"), and the City of Grandview, Missouri (the "City").

Recitals

- A. Heavy rainfall over the years has caused erosion and settlement of a double-pipe culvert under Raytown Road and the Longview Trail.
- B. The City retained Alfred Benesch & Company ("Benesch") to design replacement of the failed culverts.
- C. Benesch recommended that bridge structures be built on Raytown Road to replace the existing culverts that will impact and require the placement of a new bicycle and pedestrian trail bridge crossing over the area where the existing culverts will be removed. (the "Project").
- D. In order to avoid delay of the Project and to eliminate coordination conflicts, the City and County have agreed to include design of the County's new pedestrian bridge in the overall design services for the Project.
- E. County agrees that Benesch, the City's design consultant for the City's Project, is the appropriate design firm for design services for the new pedestrian bridge.
- F. County agrees to make payment to City in advance for overseeing design work for the new pedestrian bridge.
- G. An amendment to this Cooperative Agreement will be negotiated in the future if County approves a bid for construction of the Project procured by the City, including an alternate bid for the new pedestrian bridge. The amendment is necessary to cover the cost of construction and inspections of the new pedestrian bridge, which will be paid by the County to the City before construction begins.

Therefore, the parties agree as follows:

A. Design and construction of replacement Raytown Road pedestrian bridge.

Construction of the new pedestrian bridge adjacent to Raytown Road will be included in the City's Project as an alternate bid. The County is responsible for the cost of the design of the new pedestrian bridge and will be responsible for the cost of construction if the alternate bid is acceptable.

i. Obligations of County. County agrees to:

Expend only local dollars in the 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 Cooperative Agreement by County Executive, the sum of Twenty Thousand Six Hundred and Twenty-One Dollars (\$20,621.00) for design of the new pedestrian bridge near Raytown 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 design criteria to City 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 an amendment to this Cooperative Agreement with City, upon acceptance of the alternate bid for the new pedestrian bridge, for the sum necessary to cover the cost of construction and inspections of the new pedestrian bridge.

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

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 Twenty Thousand Six Hundred and Twenty-One Dollars (\$20,621.00) 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 2022.

Ensure that all plans, drawings, and specifications for the new 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 advertisement for the Project. 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 2022, with the costs for the construction of the new pedestrian bridge as an alternate bid on the City's bid form, which will ensure costs to construct the new pedestrian bridge are evident.

Negotiate an amendment to this Cooperative Agreement 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.

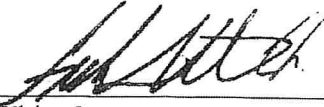
B. Execution Documents. This Cooperative Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

C. Authority. This Cooperative Agreement is entered into by the parties pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and RSMo §70.210 et. seq.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the County and the City have caused this Cooperative Agreement to be signed by their authorized officers effective on the day and year first above written.

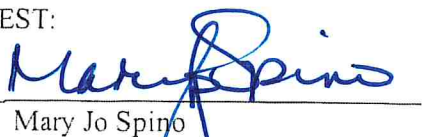
JACKSON COUNTY, MISSOURI

By: 

Frank White Jr.
Title: Jackson County Executive

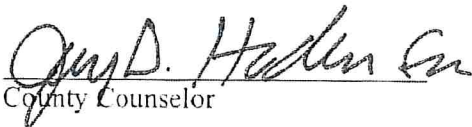
Date: 6.17.2022

ATTEST:

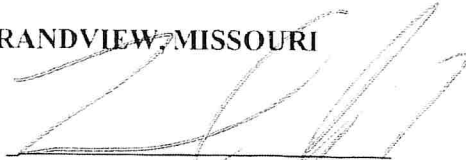
By: 

Mary Jo Spino
Title: Clerk of the Legislature

Approved As to Form:


County Counselor

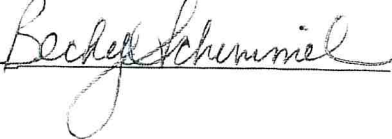
GRANDVIEW, MISSOURI

By: 

Leonard D. Jones, Jr.
Title: Mayor

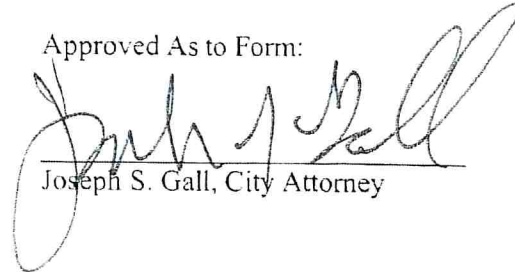
Date: 6/28/2022

ATTEST:

By: 

Becky Schimmel
Title: City Clerk
Ord No. 7383

Approved As to Form:


Joseph S. Gall, City Attorney

Classification	PPR	PM	SL	ST	RL	PEI	ST	TL	TOTAL COST
Hourly Rate	\$225.00/hr.	\$153.00/hr.	\$145.20/hr.	\$96.00/hr.	\$190.20/hr.	\$96.00/hr.	\$102.60/hr.	\$193.80/hr.	
FINAL DESIGN OF JACKSON COUNTY PED BRIDGE									
PEDESTRIAN TRAIL BRIDGE DESIGN									
Review Geotechnical Report & Recommendations				2 hrs.					\$192
End Bent Substructure Design (2 Abutments)		2 hrs.		16 hrs.					\$1,842
General Notes, Quantities, & Foundation Data		4 hrs.		8 hrs.		6 hrs.	4 hrs.		\$2,366
Site Plan/Contour Map (1 Sheet)				4 hrs.			8 hrs.		\$1,205
General Plan, Profile, and Elevations (1 Sheet)				8 hrs.			8 hrs.		\$1,589
End Bent Details (1 Sheet)				6 hrs.			8 hrs.		\$1,397
Incorporate Prefab. Bridge Plans to Sheet Set				2 hrs.			4 hrs.		\$602
Trail Closure Plan (1 Sheet)						6 hrs.	6 hrs.	4 hrs.	\$1,967
Trail Plan & Profile (2 Sheets)					4 hrs.	12 hrs.			\$1,913
Typical Sections (2 Sheets)					4 hrs.	6 hrs.			\$1,337
Erosion Control (1 Sheet)					2 hrs.	6 hrs.			\$956
QC/QA		4 hrs.			4 hrs.		2 hrs.		\$1,578
Address County Comments & Submit Final Plans		2 hrs.		4 hrs.			4 hrs.		\$1,100
									\$0
MANHOUR SUBTOTAL	0 hrs.	12 hrs.	0 hrs.	50 hrs.	14 hrs.	36 hrs.	44 hrs.	4 hrs.	160 hrs.
LABOR SUBTOTAL	\$0	\$1,836	\$0	\$4,800	\$2,663	\$3,456	\$4,514	\$775	\$18,044
MANAGEMENT & ADMINISTRATION									
Prefab. Bridge Vendor Coordination		2 hrs.	2 hrs.						\$596
Specifications & JSP's									\$918
Administration & Invoicing - Assume 2 Months	2 hrs.								\$1,062
Project Permit Applications - (overlap with City bridges)	0 hrs.	0 hrs.							\$0
MANHOUR SUBTOTAL	2 hrs.	12 hrs.	2 hrs.	0 hrs.	0 hrs.	0 hrs.	0 hrs.	0 hrs.	16 hrs.
LABOR SUBTOTAL	\$450	\$1,836	\$290	\$0	\$0	\$0	\$0	\$0	\$2,576
DIRECT COSTS									
Permitting	Nationwide Permit (included with City bridges)								\$0
SUBTOTAL									\$0
SUMMARY									
PEDESTRIAN TRAIL BRIDGE DESIGN									\$18,044
MANAGEMENT & ADMINISTRATION									\$2,576
DIRECT COSTS									\$0
TOTAL LUMP SUM COST FOR FINAL DESIGN ENGINEERING SERVICES =									\$20,621

Assumptions:


- (1) Assumes design calculations, project plans, and specifications prepare in accordance with MoDOT standards.
- (2) Pedestrian bridge will be a prefabricated steel truss 95'-100' single span on concrete pile cap end bents.
- (3) Trail will be closed during construction, no phased accommodations for pedestrian traffic required.
- (4) No additional geotechnical services included. Boring data from Raytown Road Bridges will be utilized.
- (5) No additional survey required, topo from Raytown Road Bridges will be utilized.
- (6) No additional H&H services included.
- (7) No bid/letting or construction services are included.
- (8) No additional R/W, permanent and/or temporary easements required.
- (9) Trail design limited to 50-feet from ends of proposed bridge to transition to existing trail.

R. 20965

REVENUE CERTIFICATE

There is a balance otherwise unencountered 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 \$20,621.00 which is hereby authorized.

6-16-2022
Date


Director of Finance and Purchasing
Account No. 013-1608-58060
CT 160822002 MR

R# 20965

CERTIFIED
COPY

CITY OF GRANDVIEW

BILL NO. 7631

ORDINANCE NO. 7383

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH JACKSON COUNTY FOR DESIGN SERVICES TO REPLACE THE COUNTY'S PEDESTRIAN BRIDGE AS PART OF THE RAYTOWN ROAD CULVERT REPLACEMENT.

WHEREAS, heavy rainfall caused erosion and settlement of a double-pipe culvert under Raytown Road; and

WHEREAS, the City of Grandview, Missouri ("City"), retained Alfred Benesch & Company ("Benesch") to design replacement of the failed double-pipe culverts; and

WHEREAS, Benesch recommended that bridge structures be built to replace the existing culvert pipes (the "Project"); and

WHEREAS, the trail around Longview Lake maintained and operated by Jackson County, Missouri ("County") is located on top of the double-pipe; and

WHEREAS, the Project will impact and require replacement of the County's pedestrian bridge crossing over the culverts; and

WHEREAS, the City and the County agree that a new pedestrian bridge structure will be required to accommodate the trail and have negotiated a Cooperative Agreement in the form attached as Exhibit "A"; and

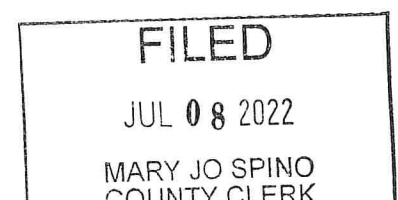
WHEREAS, under the Cooperative Agreement, the County will reimburse the City for its costs incurred to add design services for the pedestrian bridge structure to the existing Agreement with Benesch; and

WHEREAS, the Board of Aldermen of the City deems it to be in the City's best interest to approve the Cooperative Agreement with Jackson County, Missouri.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GRANDVIEW, MISSOURI, AS FOLLOWS:

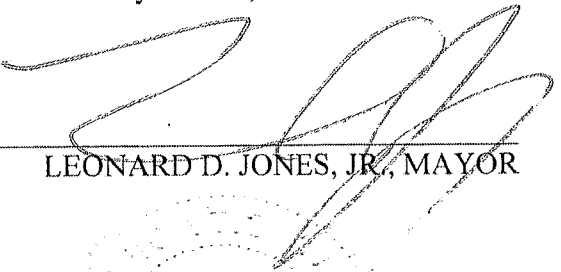
Section 1. Cooperative Agreement Approved. The Mayor, City Administrator and other City Officials as may be required are hereby authorized and directed to execute the Cooperative Agreement with Jackson County, Missouri, attached as Exhibit "A" for design of a pedestrian bridge structure to be located adjacent to the roadway bridge planned to replace the double-pipe culvert under Raytown Road.

Section 2. Effective Date. This Ordinance shall be effective immediately upon its passage by the Board of Aldermen and execution by the Mayor.




Passed this 28th day of June, 2022.

Approved this 28th day of June, 2022.



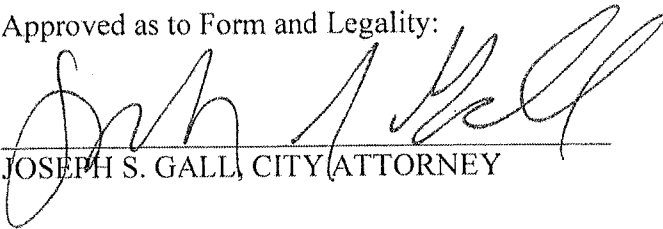
LEONARD D. JONES, JR., MAYOR

ATTEST:

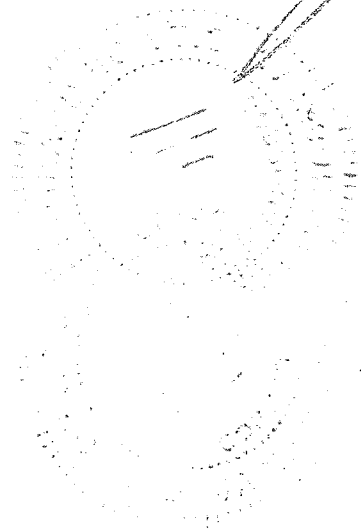


BECKY SCHIMMEL, CITY CLERK

Approved as to Form and Legality:



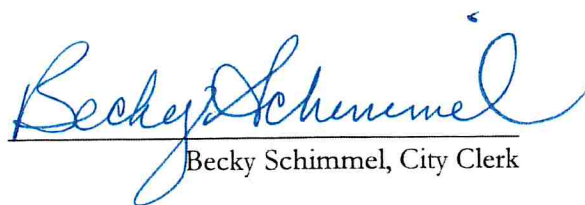
JOSEPH S. GALL, CITY ATTORNEY



STATE OF MISSOURI)
)SS
COUNTY OF JACKSON)

I, Becky Schimmel, City Clerk of the City of Grandview, a municipal corporation within and for said County and State aforesaid, do hereby certify that attached is a full, true and complete copy of Ordinance No. 7383 approved JUNE 28, 2022.

IN WITNESS WHEREOF, I hereunto set my hand and affix the seal of said City of Grandview, Missouri, at its office in Grandview, Missouri, this 29th day of JUNE, 2022.


Becky Schimmel, City Clerk

