

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

This Second Amendment to the Cooperative Agreement is made as of _____, 2023, 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 and City executed the First Amendment to the Cooperative Agreement dated April 28, 2020 to cover the design work of the new pedestrian bridge.

E. The County agrees to accept the alternate bid of Emery Sapp & Sons, Inc., the Contractor selected as the lowest and most responsive bidder for the City’s Project, for construction of the new pedestrian bridge.

F. This Second Amendment to the Cooperative Agreement covers the construction and inspection costs of the new pedestrian bridge.

G. County agrees to make full payment to City in advance for construction and inspections of the new pedestrian bridge.

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 County has accepted the alternate bid of Emery Sapp & Sons, Inc., the Contractor selected as the lowest and most responsive bidder for the City's Project, for construction 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 lump sum of \$395,875.00 (three hundred ninety five thousand eight hundred seventy five dollars) for the construction (\$387,275.00) and inspections (\$8,600) of the 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.

Provide payment for increase in cost of the construction of the new pedestrian bridge due to County requested Change Orders.

Provide final walk through, punch list, and acceptance letter in a timely manner to the City.

Accept ownership and maintenance of the new pedestrian bridge after substantial completion is issued to the Contractor.

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

ii. Obligations of City. City agrees to:

Accept the lump sum of \$395,875.00 (three hundred ninety five thousand eight hundred seventy five dollars) from County and maintain the same intact to be spent exclusively on the construction and inspections of the new pedestrian bridge set forth in this Cooperative Agreement and none others.

Exercise general supervision over the construction and inspections of the new pedestrian bridge including concrete testing and verifying the abutment/bridge elevations and layout. The design and engineering consultant, Wilson & Company, will provide observation services for bridge abutments including pile driving, rebar placement, and concrete pours. Placement of bridge will also be observed by Wilson & Company.

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

LEE'S SUMIT, MISSOURI

By: _____
Frank White Jr.
Title: Jackson County Executive

By: _____
William A. Baird
Title: Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Mary Jo Spino
Title: Clerk of the Legislature

By: _____
Title: City Clerk Trisha Fowler Arcuri
Ord No. _____

Approved As to Form:

Approved As to Form:

County Counselor

Scott Ison, Chief Counsel of
Infrastructure and Recreation
Office of City Attorney