

**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 _____, 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.

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

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

Nancy K. Yendes, Chief Counsel of
Infrastructure and Planning
Office of City Attorney