

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV3765-01

TITLE/DESCRIPTION: Community-Based Program to Support-Urban Forestry, Blue River Watershed Restoration Plan, and Climate Protection & Resiliency Plan

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and the Mid-America Regional Council ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- A. this Contract;
- B. any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of Work

Attachment B: Final Restoration Work Plan 092324

Attachment C: ARPA Plans and Specifications Requirements: Non-Competitive Procurement

Attachment D: Pricing Addendum

Sec. 2. Term of Contract. The work to be performed under this Contract shall begin on the date specified in the written Notice to Proceed issued by the Director. The work shall be completed by October 31, 2026. The City is authorized to extend the term of this contract and time of performance for this Contract.

Sec. 3. Compensation.

- A. The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed \$300,000.00. CONTRACTOR shall provide all services and materials set forth in Attachment A: Scope of Work, Attachment B: Final

Restoration Work Plan 092324, and Attachment C: ARPA Plans and Specifications Requirements (collectively the "Work"), and CITY shall pay CONTRACTOR in accordance with Attachment D: Pricing Addendum.

- B. CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- A. Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- B. The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- C. The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- A. CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- B. CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- C. CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.

- D. CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- E. If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- A. CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- B. The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- C. CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- D. There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- A. If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- B. If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- A. For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

C. The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Reserved.

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: City of Kansas City, Missouri
 Attn: Cedric Rowan
 Interim Chief Procurement Officer/Deputy Director
 Procurement Services Division
 414 East 12th Street, 1st Floor, Room 102 W

Kansas City, Missouri 64106
Telephone: (816) 513-0798
Facsimile: (816) 513-1066

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: Tom Jacobs, Environmental Programs Director
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1659
tjacobs@marc.org

Sec. 18. General Indemnification.

- A. For purposes of this Section only, the following terms shall have the meanings listed:
 1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- B. CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- C. CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission,

including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

D. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

A. CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- B. All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- C. The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- D. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- E. Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- F. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- A. CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average

intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- B. CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- C. CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- D. CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain in the public domain; The CITY, along with other city and county governments throughout the region, will have shared and equitable access.

Sec. 27. Minority and Women's Business Enterprises. RESERVED.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit

documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- A. Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- B. During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- C. CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- D. CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- E. Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- F. CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- G. CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- A. F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- B. F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.
- C. F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- D. F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item

number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption – Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term

or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Non-discrimination in Employment. CONTRACTOR shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 45. Ban the Box in Hiring and Promotion.

- A. Pursuant to Section 38-104, City Code Ordinances, CONTRACTOR shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentsness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- B. Notwithstanding subsection A, CONTRACTOR may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- C. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 46. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. CONTRACTOR shall not discriminate on the

grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 47. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, CONTRACTOR certifies CONTRACTOR will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 48. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and CONTRACTOR employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, CONTRACTOR certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 49. Affirmative Action. If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. CONTRACTOR shall:

- A. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the CONTRACTOR has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- B. Submit, in print or electronic format, a copy of CONTRACTOR'S current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

- C. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- D. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further contracts funded by CITY for a period of one (1) year. This is a material term of this Contract.

Sec. 50. Compliance with Laws. CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. CONTRACTOR shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 51. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by CONTRACTOR includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), CONTRACTOR shall immediately notify the CITY prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. CONTRACTOR shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the CITY.

CONTRACTOR

I hereby certify that I have the authority to execute

this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Attachment A: Scope of Work

Project Overview and Eligibility

The Mid-America Regional Council has partnered with the American Public Works Association (APWA) and thirty local Kansas City watershed communities to update and integrate regional stormwater engineering design standards and site planning design guidelines including green stormwater infrastructure (i.e., APWA Section 5600 and the MARC/APWA BMP Manual). The updated Manual is anticipated to be adopted by regional communities after completion in May 2025. The project is anticipated to cost \$1.23 million dollars and work is currently underway with partial funding secured from a variety of state and federal sources and local governments.

Training is needed for regional stormwater and maintenance professionals on the new standards and best practices in green infrastructure design, installation, inspection, and maintenance. A significant opportunity is available within the American Rescue Plan Act of 2021 (ARPA) restoration project to train a regional green infrastructure workforce by coordinating with the skilled restoration, forestry, and arboriculture professionals working in the Blue River riparian restoration project area.

Updating the stormwater standards and training KC region professionals is eligible for American Rescue Plan funds within several Clean Water SRF activity categories as stated in the ARPA NOFO. SRF categories aligned with stormwater standards planning and development, and regional green infrastructure workforce training are listed below.

- Section 603(c)(7) Section 122: Projects that develop or implement watershed pilot projects related to:
 - o Stormwater Best Management Practices (BMPs; planning and policy development are well recognized BMPs)
 - o Watershed Partnerships
 - o Integrated Water Resource Planning
- Planning/Assessment projects including integrated planning
- The Green Project Reserve is a provision of SRF funds with eligible activities including green infrastructure work.

Project Scope of Work

The Manual Update Scope includes:

- Combining water quantity and quality design standards
- Creating a set of stormwater standards and specifications that are more adaptable to variable development/redevelopment land use conditions in rural, suburban and urban areas
- Addressing resiliency and sustainability by promoting more holistic system evaluations
- Updating rainfall standards and other appropriate hydrology methods
- Increasing the level of hydrology and hydraulic evaluation requirements
- Providing more natural system design and maintenance criteria
- Improving the evaluation of stormwater detention requirements for increased value

The Green Infrastructure Training Scope includes:

- Contracting with one or more consultants to provide technical training workshops and webinars and develop content on topics including: riparian restoration, green stormwater infrastructure, forestry and arboriculture
- Coordination among local governments, non-profits, and stakeholders to solicit feedback on training needs, develop a program plan, and review curriculum content
- Project management for development of in person training workshops and hosting a virtual training platform. Virtual training platform development is dependent on jurisdiction staff training requirements.
- Planning and coordination of in-person training events on selected topics

Final Products

1. Updated Stormwater Standards Criteria package (text document, design and reference attachments)
2. A minimum of 4 outreach and training workshop events for regional Parks & Recreation staff and restoration professionals in alignment with jurisdiction needs, developed in consultation with regional and national green infrastructure installation and management professionals
3. Restoration best practices reference materials for public sector parks and recreation, land management & restoration professionals

Lastly, all the work listed herein will adhere to Section 5 of the [Restoration Work Plan](#), including applicable performance objectives, monitoring methods, reporting requirements, and scheduling.

Blue River Greenway Restoration Kansas City, Missouri

DNR-SW-3ECA807E763C

Updated Restoration Plan

September 23, 2024

Prepared by:
City of Kansas City, Missouri
Bridging the Gap, Inc.
Heartland Conservation Alliance, Inc.
Mid-America Regional Council
Deep Roots Kansas City

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1.0 INTRODUCTION

This project seeks to restore 200-250 acres of riparian habitat along the Blue River, restore green infrastructure in three nodes along the Blue River corridor (Blue River Park, Blue Valley Parkway, as well as the restoration of a 9-acre wetland in Alex George Wetland Park), plant up to 2,000 trees in neighborhoods adjacent to the corridor, and work with adjacent neighborhoods to increase privately installed and managed native plant landscapes. Complementary to the restoration and planting work, this project will also update stormwater standards and policy and provide riparian and green infrastructure training to expand workforce capacity. This work will be led by a collaboration between the City of Kansas City, Missouri's Office of Environmental Quality (OEQ), the Jackson County Parks & Recreation Department (JCPRD), and community and nonprofit contractors Bridging the Gap, Inc. (BTG), Heartland Conservation Alliance, Inc. (HCA), Mid-America Regional Council (MARC), and Deep Roots Kansas City (DRKC).

The proposed green infrastructure enhancements, riparian restoration, stormwater standards, and policy development and trainings will improve channel stability, reduce peak velocities during storm events, and provide water quality benefits for nonpoint source pollution. In addition, the proposed enhancements will add to green infrastructure previously implemented by the Kansas City, MO Smart Sewer Program in the Blue River basin under Kansas City's Consent Decree, addressing critical combined sewer water quality issues. Importantly, riparian restoration will help reduce flood flows and pollutant loads from upstream areas in Kansas that are beyond the scope of Smart Sewer and Consent Decree activities.

Riparian restoration and urban forestry have long been recognized as important stormwater management tools. Riparian restoration is recognized as the most important and cost-effective way of reducing peak flows, while at the same time substantially improving water quality, creating wildlife habitat, alternative transportation assets, and conserving energy through heat island mitigation. The City of Kansas City, MO's [Urban Forest Master Plan](#) and [Overflow Control Plan](#), JCPRD's [Blue River Parkway Master Plan](#), MARC's [MetroGreen Regional Greenways Plan](#) and [Regional Green Infrastructure Framework](#), and HCA's [Blue River Action](#)

Plan each provide professional guidance pertaining to the problem statement, project scope, evaluation of alternatives, cost estimates, and maps needed to advance these efforts.

A comprehensive hydrologic and hydraulic model of the Blue River watershed developed by Kansas State University with funding from The Nature Conservancy, MARC, and the Federal Highway Administration, with input from HCA (Hutchinson, Stacy, McDonough, Kelsey, Stanton, Jessica, and Thomas, Victoria. 2020). The results are informing the riparian corridor restoration strategy, which was identified as the most cost-effective means of reducing flooding in the watershed. This restoration work plan also draws on riparian restoration expertise from HCA, the Kansas Forest Service (KFS), Kansas City Wildlands (KCWL), and other contractor organizations. Neighborhood tree plantings will follow plans and guidelines developed by the Heartland Tree Alliance (HTA) for the Kansas City, MO Parks & Recreation Department (KCPRD). The restoration and expansion of Alex George Wetlands will follow a Restoration Plan developed for KCPRD (Echols, 2021).

This Restoration Plan will be used to issue a request for proposals (RFP) for a design-build subcontractor to coordinate the riparian restoration and wetland restoration efforts with support from restoration crews employed by contractor organizations. A design-build approach will enable restoration activities to rapidly advance in cost-effective, practical ways while helping to build restoration and long-term maintenance capacity among the contractor organizations. Additionally, this project may serve as a template for further restoration efforts within the entire Blue River Greenway and beyond when further funding becomes available.

Improved riparian protection and green stormwater infrastructure design at the metro scale will be enabled through the modernization of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA) Design Criteria Section 5600: Storm Drainage Systems & Facilities. This \$1.2 million effort incentivizes mimicking natural systems hydrology in development through increased site-scale preservation, restoration, and runoff reduction volume control. Many municipalities in the Kansas City region have adopted the current standards and are anticipated to adopt the updated standards. Training on restoration and green infrastructure

design, installation, and maintenance best practices has been identified by stakeholders as a need to maintain the project installation and expand restoration in the Blue River watershed region.

2.0 PROJECT DESCRIPTION

The following section provides information related specifically to the Blue River Greenway Restoration project. The section discusses the project location, historic land use, current land use, and a summary of project activities.

2.1 LOCATION

The geography for this project encompasses multiple areas along and adjacent to the Blue River:

- The contiguous northern section from roughly 23rd Street to 53rd Street along the Blue River, an area of approximately 227 acres.
- The noncontiguous southern section along the Blue River Parkway and Blue River Road, an area of approximate 397 acres consisting of:
 - Blue River Glade from roughly East 77th Terrace to East 83rd Street
 - Alex George Wetlands from roughly 107th Street to East Red Bridge Road
 - South Minor Park from roughly East 115th Street to East 121st Street
- Residential neighborhoods within the project area.

See **Figure 1** for an overview of the project area and **Attachment 1** for a detailed project map of the Restoration Areas at the parcel level.

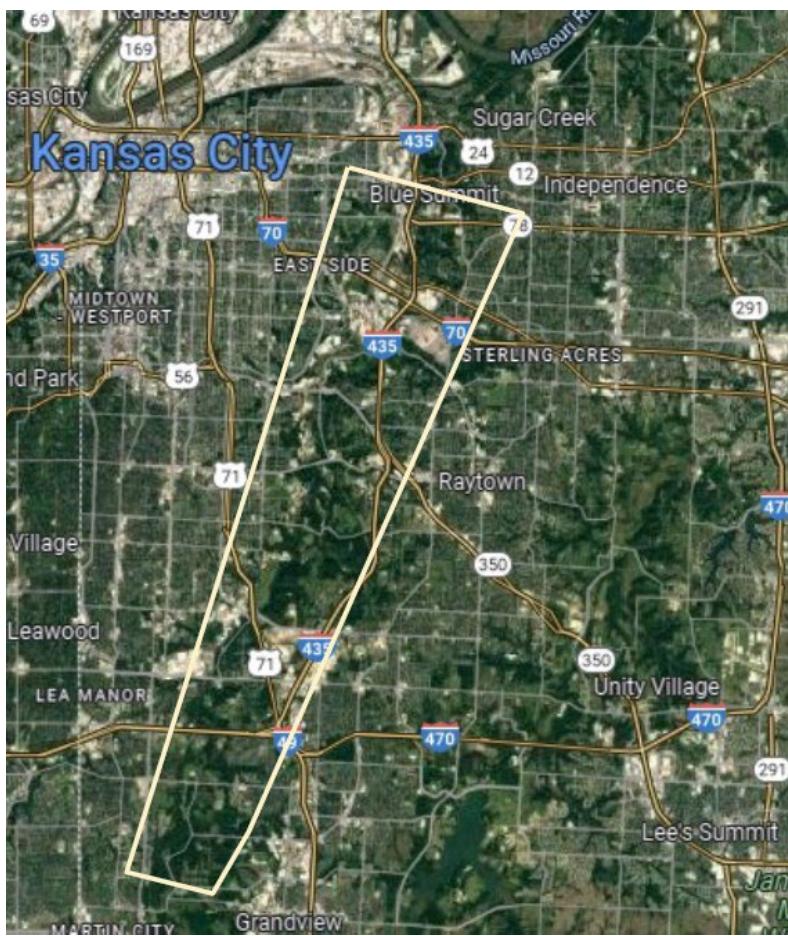


Figure 1 - Blue River Riparian Restoration Map: Figure 1 shows a broad overview of the project area as submitted to the Missouri Department of Natural Resources for the ARPA Grant. See Attachment 1 for a detailed, parcel-level view of the restoration areas.

2.2 HISTORIC LAND USE

The Blue River got its name from the onetime blue waters flowing from its headwaters in Johnson County, Kansas, northeast to the Missouri River. It was identified as Blue Water River when the Lewis and Clark Expedition encountered the tributary in 1804. It has also been commonly referred to as the Big Blue or simply the Blue. During Kansas City's economic boom of the 1880s, investors began purchasing land just east of the city limits in the Blue River Valley. The railroads brought manufacturing, and the industrial towns of Centropolis, Manchester, Sheffield, and Leeds were established.

The Blue River not only had the potential for commercial traffic, but also provided swimming, fishing, and other outdoor recreation for the residents of these emerging communities. It was a short ride by streetcar, automobile, or wagon for Kansas Citians to enjoy the serenity of the Blue River's wooded banks and picturesque scenery. Boating and fishing were popular activities. The spring and summer months also attracted swimmers, campers, and picnickers. In 1912, the Board of Park Commissioners drew up an ambitious plan to address these growing and diverse constituencies. The Blue River Valley would be protected from further encroachment by incorporating it as part of the park system.

Despite the potential benefit for residents and the parks system, the Blue Valley Parkway proposal failed to get traction in City Hall, largely due to lack of funding for such a massive project. So, as predicted, the Blue River became more polluted and fell out of favor with recreationists in the years to follow. In 1920, *The Kansas City Star* referred to it as one of the city's most underutilized assets, describing it as "a stagnant little stream poisoned by sewers, sick with trash and inaccessible along much of its course."

2.3 CURRENT LAND USE

A destructive flash flood in 1928 spurred the desire to straighten and widen the river to protect manufacturing interests in the lower Blue River Valley from high water. In 1935, the federal Works Progress Administration continued the city's efforts to channelize the stream. More than \$8 million over nearly five years was expended on manpower, with an average of 3,000 laborers per day working on the project. After additional flood events in the fifties and sixties, Congress authorized a flood mitigation project in 1970, which was completed in 2016. The channel was concrete-lined from Independence Avenue to the mouth at the Missouri River, transitioning to a riprap- and vegetation-lined trapezoidal channel to Swope Park. Levees and floodwalls extend further south through the Dodson Industrial District and Bannister Road. The channel then transitions to a natural river corridor that extends upstream to the Alex George Wetlands.

Current land use is mostly industrial, with some pockets of residential in the lower and middle Blue River Corridor, punctuated with parks including Blue Valley Park, Swope Park, and the Blue River Parkway. The upper Blue River Corridor (south of Bannister Road) is

primarily parkland surrounded by residential neighborhoods. Riparian vegetation is absent from Blue Valley Park to 53rd Street due to the channelization and flood mitigation projects and is patchy farther upstream due to industrial encroachment and past active recreation areas.

2.4 SUMMARY OF PROJECT ACTIVITIES

Restoration of the Blue River Greenway will lead our region's efforts to use nature-based solutions to adapt to and mitigate the effects of climate change. Protecting and restoring woodlands, prairies, and other native vegetation is one of the most important and effective actions we can take because it is one of the rare strategies that helps our region both adapt to climate change by helping reduce the impacts of extreme weather on our communities and mitigate climate change by drawing down carbon dioxide and other climate-warming greenhouse gasses from the atmosphere and sequestering them in plants and soils (HCA, 2023). The current Blue River Greenway Project Restoration Plan consists of three phases and includes the following tasks:

Phase 1: Planning and Contracting

1. Designating a project manager and coordinator from each contractor organization, including hiring if needed to supplement existing organizational capacity.
2. Procuring restoration contractor(s) to implement the restoration plan, based upon this restoration work plan, and with support from the contractor restoration crews.
 - a. Developing a contracting plan to recruit qualified small, disadvantaged, and local businesses to lead the team on proposals, including direct mailings and pre-proposal meeting(s).
 - b. Developing and advertising an inclusive RFP that satisfies project objectives and small business objectives.
 - c. Firm/team interviews, selection, and contract negotiation(s).
 - d. Oversight and approval of the selected contractor(s)' development of a detailed restoration plan timeline.

3. Baseline gathering of data and documentation. Determine vegetated and non-vegetated areas and present species, perform soil sampling, walkthroughs with contractors, and review of any existing documentation.
4. Hiring and training contractor work crew(s). Utilize and expand existing workforce development programs with HTA at BTG.
5. Complete coordination of APWA Stormwater Standards update project. In progress as of July 2023 in consultation with regional jurisdiction partners and the Kansas City Chapter of the APWA. Criteria development will be accomplished through contracted services with Burns & McDonnell, Vireo, Black & Veatch, and the Center for Watershed Protection.
6. Develop additional Riparian and Green Infrastructure training with support from DRKC and MARC to further expand workforce capacity. Training will include in-person classroom and field components. Content will be developed through consultation with regional and national experts to address jurisdiction-identified maintenance needs and may include online training content dependent on jurisdiction and regional employer needs.
7. Coordination and communication among the KCPRD, JCPRD, and other affected city and county departments to introduce the proposed work, inform them of the project goals, obtain approvals, and solicit input for planning, scheduling, and logistics.
8. Engagement with neighborhoods through door to door interactions discussing the value of trees for their property and the community. Gathering buy-in and stewardship from adjacent properties when trees are planted in the right-of-way near their homes.
9. Continuation of KC Tree Corps education and the young tree pruning program. This workforce training program will recruit, train, and prepare participants for a job/career in arboriculture or ecosystem restoration. Participants will learn through hands-on project based learning tree pruning, planting, identification, invasive plant removal techniques, and basic ecology. Emphasis will be placed on trees as green infrastructure, specifically in stormwater management, and the importance of healthy resilient riparian ecosystems in flood mitigation.

10. Engagement with neighborhoods and residents highlighting native plant landscapes and gardens through garden tours, providing community outreach and trainings, and demonstration gardens.
11. Aligning project goals and objectives with APWA 5600 updated criteria.
12. Assessment and/or design of planting site access points and creation of access points or public rights-of-ways where necessary or desired.

Phase 2: Restoration

1. The restoration subcontractor(s) and contractor crews will begin site preparation.
 - a. Some areas will be bare to begin with; where applicable, eradicate invasive species.
 - b. Remove grass and plant cover crop in riparian restoration areas.
2. Implement riparian plantings over 200-250 acres, where applicable, using a combination of volunteer labor and tree plantings. Plant bottomland hardwood species native to Missouri and forecast to be resilient for the Kansas City region under future climate conditions by the U.S. Forest Service's [Climate Change Tree Atlas](#). For example, walnuts will be excluded based on their vulnerability to warmer temperatures forecasted due to climate change.
3. Partner with neighborhoods to plant up to 2,000 1-inch caliper trees. Species will be from the City of Kansas City, MO approved street tree list (Kansas City Parks & Recreation, 2010).
4. Complete the restoration and expansion of Alex George Wetland (Echols, 2021).
 - a. Work should be coordinated between the KCPRD, JCPRD, and the selected contractor(s).
 - b. The contractor(s) will be responsible for developing a plan covering long-term establishment, monitoring, and long-term maintenance to be delivered at the end of the project period.

Phase 3: Establishment Riparian Plantings

1. Maintenance mowing, weeding, etc. will continue after planting until the end of the grant period to promote the establishment of healthy stands of trees and mitigate the regrowth of invasive species.

Neighborhood Tree Program

1. BTG and HTA will complete annual monitoring and data collection of all neighborhood tree plantings until the grant period ends.

Alex George Wetland

1. Watering, weeding, and monitoring/data collection of the Alex George Wetlands plantings will be conducted until the end of the grant period.

The goals, objectives, and performance criteria are described in the following section, and a detailed restoration work plan follows in Section 4.0. In order to foster community engagement, awareness, and buy-in, HCA, BTG, and other contractors will also participate in and lead environmental education and outreach throughout the different project phases. A separate media plan and calendar of community events will be developed by HCA and BTG as a supplement to this plan and provided to all project partners.

3.0 GOALS OF RESTORATION

As proposed in KCPRD's American Rescue Plan Act of 2021 (ARPA) Grant application, the main objectives of this project are to restore 200-250 acres of riparian habitat along the Blue River, restore green infrastructure in three nodes along the Blue River corridor (Blue River Park, Blue Valley Parkway, as well as the restoration of a 9-acre wetland in Alex George Wetland Park), plant up to 2,000 trees in neighborhoods adjacent to the corridor, and work with adjacent neighborhoods to increase privately installed and managed native plant landscapes. Floodplains provide a significant ecological benefit to water quality and wildlife. The restored floodplain will be similar in ecological function and value to what the area was before the invasion of non-native plants. This means that restoration areas will consist of self-regulating vegetation with minimal or manageable invasives management. To meet these proposed objectives, this Restoration Plan outlines six goals described below.

Goal 1: Document Existing Conditions – A full understanding of existing conditions at the project sites is needed in order to establish a baseline to measure overall restoration success. Geographically relevant plans, topically relevant studies, and other publicly available relevant information will be reviewed prior to conducting the necessary baseline assessments.

Goal 2: Suppress Invasive and Unwanted Plant Encroachment – The riparian habitat in the Blue River Greenway has been significantly impacted by invasive species. Reforestation is needed in many areas in addition to invasive plant species removal being necessary in most existing wooded areas. In the bottomland hardwood forest, there is very little to no regeneration of native seedlings because of the large number of invasive species, including bush honeysuckle (*Lonicera maackii*) and Tree of Heaven (*Ailanthus altissima*). In more open areas, Johnsongrass (*Sorghum halepense*) has become established and is a strong competitor of native species which will eventually become a monoculture, without proper management.

Goal 3: Establish Healthy Riparian Stands, While Comparing Different Planting Methods – Establishing healthy riparian stands in this area will ultimately come down to establishing a healthy, self-sustaining native plant community that can naturally fill the spaces non-native species could use to spread into open habitat. This will minimize (but not eliminate) the need for long-term management, helping to suppress any remaining non-native plants from the site and allow the native plant community to proliferate.

Goal 4: Expansion of Neighborhood Tree Canopy – According to the 2018 Kansas City, MO Urban Forestry Master Plan, the City's tree canopy cover is currently at 31% and the city has set a goal of achieving a 35% canopy cover. This goal calls for the creation of a community-based program that will meet the goals set forth in the plan thereby increasing Kansas City's tree canopy cover through outreach and improving public tree management. This goal is also intended to diffuse the Blue River Greenway canopy benefits into the adjacent neighborhoods. This will be accomplished by planting 1-inch caliper trees in Kansas City neighborhoods within the defined project area utilizing volunteers and/or Kansas City Tree Corps participants.

Goal 5: Alex George Wetland Restoration - Restoration of the 9-acre wetland and adjacent areas in Alex George Wetland Park will focus on three areas: 1) revegetating and stabilizing degraded shoreline and streambank that flows into the lake to prevent additional sedimentation of the wetland, 2) removal of honeysuckle and replacement with appropriate mesic and emergent native vegetation around the shoreline to create healthy and stable habitat, and 3) removal of woody species and maintenance of existing pollinator gardens (Echols, 2021).

Goal 6: Increase Native Plant Landscaping and Rain Gardens - Residential adoption of native plant landscapes and rain gardens helps manage stormwater upstream. Urban neighborhoods' existing landscapes are dominated by hardscapes: streets, roofs, lawns, and even turf grass. When instead, neighborhoods emphasize native plants, stormwater runoff percolates through the soil instead of running into stormwater management systems. Native plants' deep roots slow down the flow of water preventing soil erosion and reducing stormwater runoff, filtering it along the way. Demonstration gardens, community programming, and onsite consultations will help residents increase regenerative landscapes.

4.0 RESTORATION WORK PLAN

Restoration will include the enhancement of riparian corridor and bottomland hardwood forested areas, neighborhood street trees, and wetland and pollinator habitat as noted above. The following restoration work plan includes a description of proposed implementation measures to meet the restoration goals discussed above in Section 3.0.

4.1 BASELINE DOCUMENTATION

As described in Section 3.0, Goal 1, fieldwork will be a necessary step to understand existing conditions at the restoration areas. Fieldwork will be performed by HCA, KCWL, and additional contractors, as needed. This fieldwork will entail site visits and complete walkthroughs of proposed restoration areas to document areas of bare land and areas in need of invasive clearing. This step will allow participating partners to gain an understanding of how much restoration will be needed, areas that should be focused on within restoration areas, and how much equipment and supplies will be required. If necessary, global positioning system (GPS) points and precise markings of restoration areas will be documented using geographic information systems (GIS).

4.2 INVASIVE SPECIES REMOVAL

The Blue River floodplain has been significantly affected by prior activities in the area and the riparian habitat has been impacted by invasive species. Reforestation is needed in many areas and invasive plant species removal is needed in existing wooded areas. In the

bottomland hardwood forest, there is very little to no regeneration of native seedlings because of the large number of invasive species, including bush honeysuckle (*Lonicera maackii*.) and Tree of Heaven (*Ailanthus altissima*). In more open areas, Johnsongrass (*Sorghum halepense*) has become established and is a strong competitor of native species which may eventually become a monoculture without proper management. The overall goal for invasive species management in this area is to establish a healthy, self-sustaining native plant community that can naturally regenerate in those areas of former heavy invasion. This will allow for limited long-term management to help suppress any remaining non-native plants from the site and allow the native plant community to proliferate.

The next step in the Restoration Plan is to begin targeting invasive and unwanted woody plants and herbaceous plants where applicable. Abundance, density, and species of present invasives will determine the preferred approach and treatment methods needed. The types of tools to be used for invasive management include but are not limited to hand-operated reciprocating cutters, flail mowers, and a forestry attachment deck mounted on a skid steer. Chainsaws and a forestry mulching machine to cut and mulch woody invasives to manageable sizes may be required after the cutting work is finished. Herbicides such as glyphosate, Tordon, and Milestone will also play a crucial role in invasive suppression. Only experienced and qualified individuals and contractors will use this equipment.

4.2.1 TARGET WOODY INVASIVE SPECIES

The woody, invasive and undesirable species described below and listed in **Table 1** are a significant concern for the project Restoration Areas. These species will be first eradicated during early restoration. Eradication of invasives can start as soon as planning and contracting are complete.

In areas with densely established desirable species, crews with mechanical reciprocating cutters will remove the invasive species at the base of the stump level to the ground. As stated previously, depending on the intensity of invasives present, the use of reciprocating cutters or front-mounted forestry mower attachments and/or front-mounted flail mowers may be used where applicable. Immediately following cutting, glyphosate or Tordon will be applied to the cut stump to ensure death (cut-stump method). This is best performed as

teams of two whereas one individual is cutting while the other follows immediately applying herbicide. In the case of a forestry attachment and/or flail mower being used, teams of two to five can move in to apply herbicide after the skid steer is finished with the area. Herbicide mixed with blue pond dye for easy identification of treated stumps will be used in all restoration areas.

Cut plants may be mulched into plant biomass which will open the canopy and expose the understory, removed entirely, or left to decompose in situ. The understory will then be seeded with a cool season native seed mix (see Section 4.4 for seed mixes) to occupy space available to potential invasive species and to establish a fuel source for potential future prescribed burns that will aid in the eradication of undesired plants. This will all take place within the first year to remove all competition and create space for the future planting of trees.

A qualified contractor with specific experience in invasives removal for woodland restoration is expected to perform the work or supervise the work of subcontractors and additional contractor restoration crews. Only licensed pesticide applicators will perform any spraying activities.

Table 1 - Woody Invasive Species Control: This table shows a list of the anticipated woody invasive species to be encountered in this project and how they will be eradicated.

| Table 1: Woody Invasive Species Control | | | | |
|---|----------------------------|--------------------------------|----------------------------|--------------------|
| Common Name | Scientific Name | Cut-Stump (Initial removal) | Foliar Spray (Regrowth) | Herbicide |
| Amur/Bush Honeysuckle | <i>Lonicera maackii</i> | X | X | Glyphosate, Tordon |
| Japanese Honeysuckle | <i>Lonicera japonica</i> | X | X | Glyphosate |
| Tree of Heaven | <i>Ailanthus altissima</i> | X | X | Glyphosate |
| Autumn Olive | <i>Elaeagnus umbellate</i> | X | X | Glyphosate |

| | | | | |
|------------------------|-------------------------|---|---|------------|
| Callery/ Bradford Pear | <i>Pyrus calleryana</i> | X | X | Glyphosate |
| Wintercreeper | <i>Euonymus fortune</i> | | X | Glyphosate |
| Multiflora Rose | <i>Rosa multiflora</i> | X | X | Glyphosate |

In the first growing season after initial removal, there will inevitably be new growth and sprouting from both the seed bank in the soil and from missed/untreated stumps. The smaller regrowth can be more easily managed by deploying targeted broadcasting and foliar-spraying herbicide techniques to further stunt plant numbers and provide a high rate of mortality. A second round of herbicide applications to additional re-sprouts is anticipated based on the density of the existing invasive woody species. This second application will be completed as a dormant season spray relative to any herbaceous grasses already seeded. Honeysuckle remains active beyond the point when most herbaceous grasses have gone dormant during the fall/early winter providing an opportunity for secondary treatment. The secondary application will fully suppress bush honeysuckle without affecting herbaceous plantings.

4.2.2 TARGET HERBACEOUS INVASIVE SPECIES

Unlike the woody invasive species, the herbaceous species are not expected to impact as large of an area of the restoration areas due to their smaller size. This will be confirmed during the initial site visits described in Section 4.1 and once the restoration areas have been cleared of the heavier woody invasive species. Removal of herbaceous species can be performed using the same methods described in section 4.1.1. However, herbaceous species can be less resilient and may only require being foliar sprayed. Target species to be removed from restoration areas are listed in *Table 2* below.

Table 2 - Herbaceous Invasive Species Control: This table shows a list of the anticipated herbaceous invasive species to be encountered in this project and how they will be eradicated.

| Table 2: Herbaceous Invasive Species Control | | | |
|--|---------------------------|--------------|-----------------------|
| Common Name | Scientific Name | Foliar Spray | Herbicide |
| Johnsongrass | <i>Sorghum halepense</i> | X | Out Rider |
| Crown Vetch | <i>Securigera varia</i> | X | Glyphosate |
| Garlic Mustard | <i>Alliaria petiolata</i> | X | Glyphosate |
| Musk Thistle | <i>Carduus nutans</i> | X | Milestone |
| Sericea Lespedeza | <i>Lespedeza cuneata</i> | X | PastureGard or Remedy |
| Burning Bush | <i>Euonymus alatus</i> | X | Glyphosate |
| English Ivy | <i>Hedera helix</i> | X | Glyphosate |

4.3 RESTORATION METHODS

Green infrastructure and riparian restoration in the Blue River Greenway as outlined in the ARPA Grant describes using several restoration approaches:

1. Bottomland Hardwood Forest Restoration Plantings (Approximately 200-250 acres)
2. Expansion of Neighborhood Tree Canopy (up to 2,000 trees)
3. Wetland Restoration (Approximately 2,600-feet of shoreline, 3,000-feet of streambank, 1.5 acres of pollinator garden)
4. Passive Restoration (Approximately 97 acres)

The following sections describe each restoration approach, the chosen method of restoration, and their associated location. The first restoration approach laid out by the ARPA Grant has been divided into different Restoration Areas and will describe using two different methods of restoration. The rationale for using two methods rather than one is to assess the cost, success of initial establishment, and long-term effectiveness of one over the other to be used for further riparian restoration in the Blue River corridor.

4.3.1 DIRECT SEEDING

High Density Direct Seeding is a non-traditional approach to forest restoration. It has been developed by Andrew Klein of the Kansas Forest Service (KFS) and applied in rural riparian corridors in northeastern and north-central Kansas to stabilize streambanks and protect reservoirs from sedimentation. KFS agreed to incorporate their method into this Restoration Plan and may provide technical assistance or actively participate if possible.

Direct seeding has shown promise of being an effective restoration strategy for maximizing space, allowing for more dense plantings while saving money and most importantly, establishing healthy, robust stands requiring less establishment effort.

Taking lessons derived from no-till agriculture, High Density Direct Seeding refers to inserting tree seeds directly into the ground utilizing a specifically designed seeder towed behind a tractor or truck to achieve tighter spacing between tree plantings allowing for more plantings. Direct Seeding emphasizes a “soils first” approach to tailoring the soils from degraded, to healthy soils like those found in high functioning, mature forest communities, as quickly as possible. Soils found in highly disturbed areas with degraded soils contain low quality vegetation and will naturally be more bacterial dominated soils. Healthy soils like those found in high functioning and diverse communities will have increased fungi and mycorrhizal activity. Direct seeding fosters these conditions by incorporating a cover crop selected to condition the soil and provide surface organic matter, followed by a heavy seed application rate (30,000 to 40,000 seeds per acre) that fosters nearly 100% infusion of the site with root mass to introduce organic matter and promote microbial growth throughout the site.

Chosen locations for the Direct Seeding method are staggered on both the west and east banks of the Blue River between East 23rd Street and 53rd Street. This will only be completed on publicly owned land. The Direct Seeding areas will be referred to as Restoration Area 1 (RA-1) (see *Figure 2*).

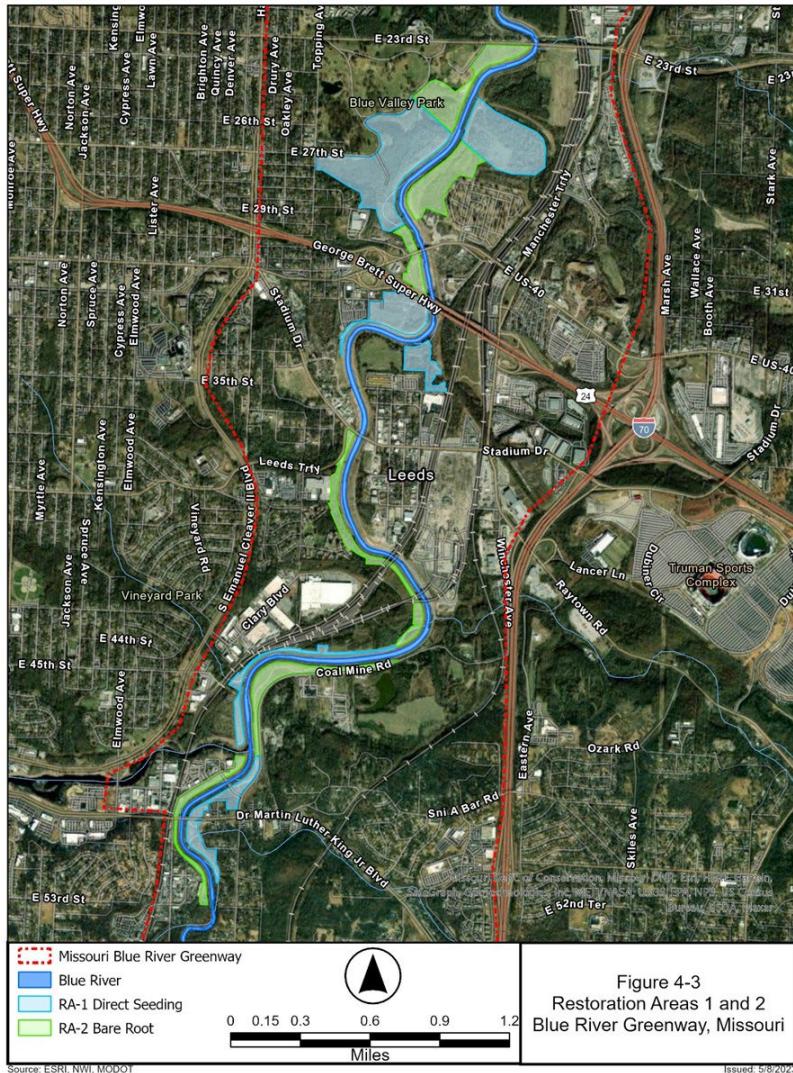


Figure 2 - Restoration Areas 1 and 2: This figure shows the chosen locations for the Direct Seeding method as staggered on both the west and east banks of the Blue River between East 23rd Street and 53rd Street highlighted in light blue and the Bare Root plantings highlighted in green. These will only be completed on publicly owned land. Please disregard the reference title to Figure 4-3. For the purposes of this Restoration Work Plan, this will be referred to as Figure 2.

4.3.2 BARE ROOT PLANTINGS

The Bare Root method is a common way to plant trees for large restoration projects. “Bare Root” refers to young trees that are planted with uncovered roots rather than from a container or burlap bag with soil. Trees shipped directly from a nursery are placed in the

ground as soon as possible to prevent dehydration (Arbor Day Foundation), and typically spaced 4 to 8 feet on-center (Kansas Forest Service, 2018). By contrast, traditional tree planting is labor intensive, and results in much lower initial planting density and potentially greater establishment effort.

The bare root method requires a hole wider than the natural spread of the tree's root mass and must be deep enough to allow for the roots to be fully covered. After the tree is placed in the hole, the hole is backfilled with soil and tamped firmly but not tightly to maintain sufficient soil pore space for the transmission of air and water to the roots. The next step is to construct a water-holding basin around the base of the tree at the boundary of the hole creating a moat-like structure. This is done by using a 3-foot diameter layer of 2" double-ground hardwood mulch applied over the roots, leaving a saucer around the base of the tree creating the moat. The newly planted tree is then generously watered. The area selected for the Bare Root method is also staggered on both banks of the Blue River between East 23rd street and 53rd street. The Bare Root restoration areas will be referred to as Restoration Area 2 (RA-2) (**Figure 2**).

4.3.3 NEIGHBORHOOD TREE PROGRAM

Focusing an intensive, community-based tree planting program on the project area will play an important role in reforesting the Blue River Greenway and meeting Kansas City's broader reforestation goals. According to the 2018 Kansas City, MO Urban Forestry Master Plan, tree canopy coverage in the City is 31% and faces many threats. The plan also shares several similar goals to this Restoration Plan such as alleviating urban heat islands, carbon sequestration, and providing healthy recreational areas. Utilizing volunteers, NGO partners such as HTA plant and maintain thousands of trees throughout the city while educating the public on their importance.

For this project, HTA will focus on low-income and minority neighborhoods immediately adjacent to the Blue River Greenway within the project map submitted for the ARPA Grant. This Neighborhood Tree Program (NTP) program will address gaps in neighborhood tree canopy, including street trees, and will focus on picking the right tree for the right location, with willing neighbors and volunteers to provide upkeep and pruning.

The NTP areas will collectively be referred to as RA-3. While these areas are dependent on specific neighborhood interest levels, **Figure 3** shows neighborhoods that exist within the Blue River Greenway and represent good candidates for initial consideration.

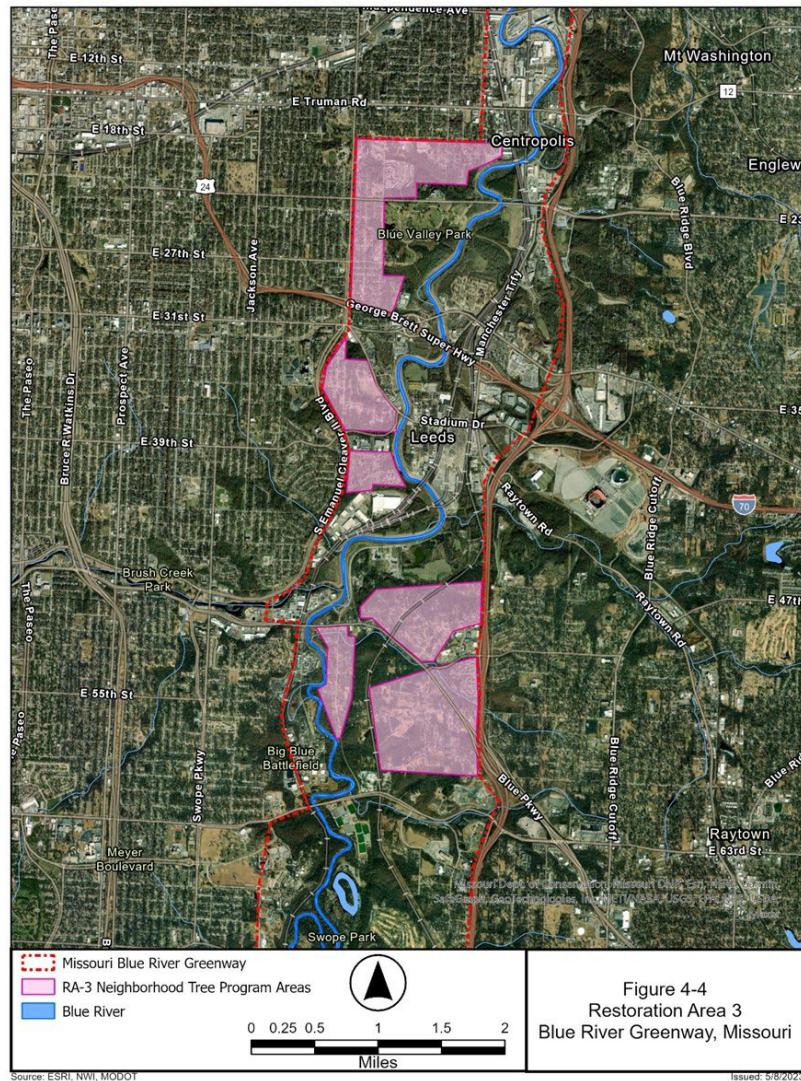


Figure 3 - Neighborhood Tree Program: This figure shows the locations within the Blue River Corridor that serve as focal points for the Neighborhood Tree Program. Please disregard the reference title to Figure 4-4. For the purposes of this Restoration Work Plan, this will be referred to as Figure 3.

4.3.4 ALEX GEORGE WETLAND PARK

Alex George Wetland (AGW) is a 9-acre wetland located within Alex George Wetland Park between Interstate 435 and East Red Bridge Road (**Figure 4**). The park is approximately 20-acres of JCPRD's 21,000-acre system. The restoration plan for AGW is intended to meet the objectives of the ARPA Grant and is derived from another document, the *Alex George Wetland Park: Master Plan, Assisting the Natural Progression from Lake to Wetland* (Echols, 2021). For the purposes of this project, this will be known as Restoration Area 4 (RA-4).

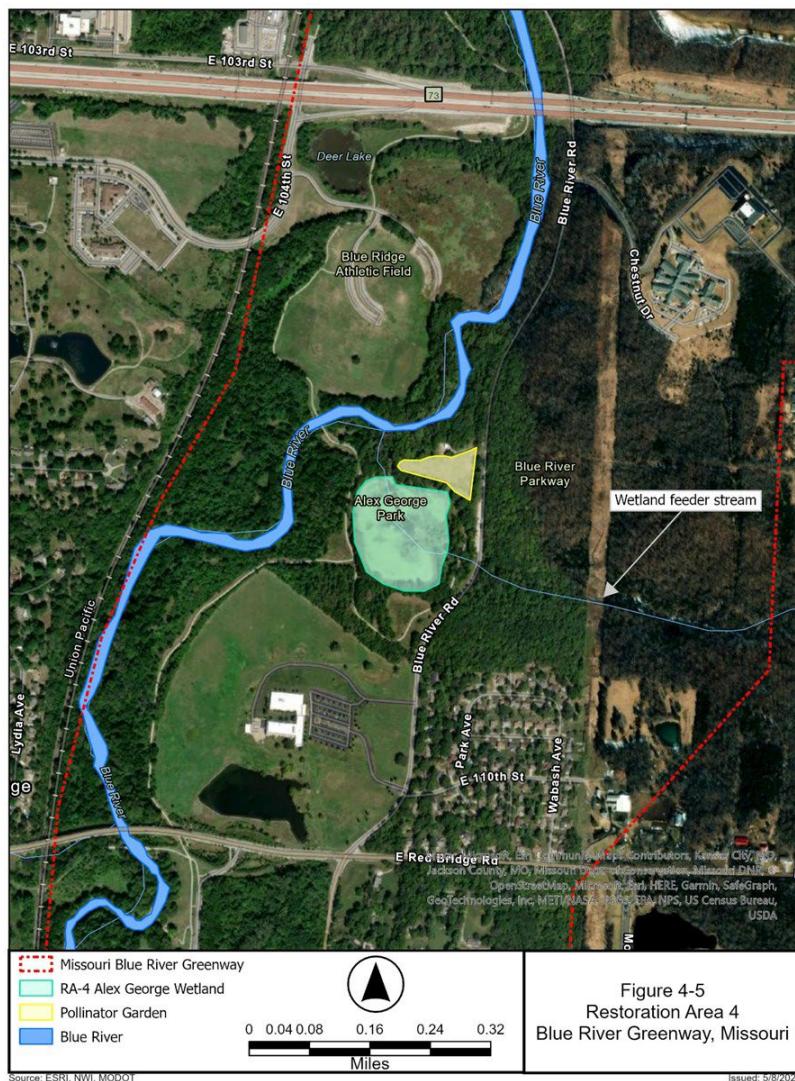


Figure 4 - Alex George Wetland: This figure shows the location of Alex George Wetland and the pollinator gardens situated to its northeast. Please disregard the reference title to Figure 4-5. For the purposes of this Restoration Work Plan, this will be referred to as Figure 4.

AGW used to be Alex George Lake. With a depth of approximately 15-25 feet deep when the lake was built, it was used for recreational purposes such as boating and fishing. Since then, the failure of a dam on the west side of the lake has resulted in years of sedimentation filling in the shallow lake (Echols, 2021). In an effort to understand existing conditions after years of erosion and sedimentation, the Missouri Department of Conservation (MDC) assessed the lake. With a depth now around 2-3 feet deep, MDC determined the lake would cost approximately \$750,000-\$1,000,000 to restore (Echols, 2021). After it was decided that this approach was financially unfeasible, JCPRD made the decision to transition the lake into a wetland with assistance from HCA and MDC. The project kicked off in late 2018 and stalled due to the COVID-19 pandemic. The wetland is important as a water quality filter due to its location relative to the Blue River. Wetlands are highly effective filters of pollutants which are vital, especially if the Blue River is ever to be removed from the Clean Water Act Section 303(d) list.

Enhancements at RA-4 will include seeding the bare banks and planting shoreline vegetation along the stream feeding the wetland from the southeast, invasive species removal along the southern and western shoreline, thinning of aggressive natives on the eastern shoreline, planting bare or sparsely vegetated shoreline areas with wetland plantings, and removal of woody species to restore pollinator habitat northeast of the wetland.

4.3.5 PASSIVE RESTORATION

Passive restoration will take place in Restoration Area 5 (RA-5) and is a method of ecological restoration that involves ecosystem processes returning independently after a major disturbance is removed from an ecosystem. Passive restoration relies on ecological succession, and its success largely depends on dynamic equilibriums and resilience within an ecosystem. Pre-existing variables like seed bank viability and diversity and in-tact ecosystem form and function can greatly influence the success of passive restoration.

Because many of the ARPA site locations bare remnant ecosystem qualities and are KCWL sites, passive restoration was identified as an appropriate method. These passive restoration

locations that KCWL will support include Blue River Glades, sections of AGW, and sections of Minor Park along the Blue River Parkway.

Passive restoration will be employed by first managing large populations of invasive species, most namely bush honeysuckle (*L. maackii*). Extensive monitoring will occur to ensure ecosystem processes are returning independently and efficiently, and an adaptive management approach will be foundational to the success of passive restoration sites.

Should a more active approach be deemed necessary based on successional variables, contractor feedback will be petitioned to inform the use of more additive methods, like broadcasting additional native local ecotype and site-appropriate seed.

4.4 PLANTING PLAN

Existing conditions in AGW and areas RA-1 and RA-2 are characterized as open patches of grassland mixed with dense patches of honeysuckle and other invasive species. Before any work is performed in any restoration areas, the removal of invasive species must be performed as described in Section 4.1. This is paramount to remove competition for the newly planted trees and shrubs. Within both RA-1 and RA-2, the plantings will be placed within an approximately 100-foot buffer from the river. Trees will not be planted within 6-8 feet of paved multi-use trails present in all restoration areas to allow for clear space and enough standoff for mowing and general upkeep. It is worth noting that one of the performance goals when choosing species will be planting diverse tree species, using the 10-20-30 rule (no more than 10% of any one species, 20% of any one genus, or 30% of any family of trees).

The following section provides an overview of the planting plan laid out for each restoration area and its associated method.

4.4.1 RESTORATION AREA 1 (DIRECT SEEDING)

After invasive species removal, Klein advised an annual or cereal rye cover crop to be laid down, which could include radish, turnip, and peas. Beginning in the spring of the second restoration year, Direct Seeding can begin. One to two people are required for the Direct Seeding approach. Seeding should take approximately 1-2 weeks to complete. Springtime

planting allows for better moisture uptake and to prevent predation. When seeding RA-1, the recommended method is to plant strips or laps along the contours of the land with approximately 30 inches between rows and one seed every two feet. Klein advises this spacing should result in 35,000-40,000 seeds per acre using large-seed tree species. This produces a much tighter spacing among stands. **Table 3** contains tree species selected that will be planted in RA-1.

Table 3 - Restoration Area 1 Tree Species: This table shows a list of the anticipated tree species that will be planted in Restoration Area 1 (RA-1).

| Table 3: RA-1 Tree Species | |
|-----------------------------------|------------------------------|
| Common Name | Scientific Name |
| Cottonwood | <i>Populus deltoides</i> |
| Sycamore | <i>Platanus occidentalis</i> |
| Silver maple | <i>Acer saccharinum</i> |
| Swamp White Oak | <i>Quercus bicolor</i> |
| Paw Paw | <i>Asimina triloba</i> |

4.4.2 RESTORATION AREA 2 (BARE ROOT)

Planting preparation for RA-2 is identical to RA-1. After invasive suppression and application of cover crop takes place in the first year, the removal and mowing of all herbaceous vegetation will take place. In the spring of the second restoration year, Bare Root planting can begin after an initial mowing of the cover crop. Trees shipped directly from a nursery are placed in the ground as soon as possible to prevent dehydration (Arbor Day Foundation), and typically spaced 4 to 8 feet on-center (Kansas Forest Service, 2018), for an initial density of 700 to 2,800 seedlings per acre. Alternatively, larger root-pruned-method (RPM) bare root trees may be planted at a lower density. Due to the Bare Root method's time consuming nature, progress is expected to take longer, and planting will likely take up much of the spring season and possibly into summer. A team of five to ten individuals is recommended to complete plantings in the spring season but can

be adjusted as needed. Similarly, the planting schedule, data collection and monitoring for RA-2 will be the same as RA-1 to ensure accurate counts and can be performed simultaneously. **Table 4** contains tree species that will be planted in RA-2.

Table 4 - Restoration Area 2 Tree Species: This table shows a list of the anticipated tree species that will be planted in Restoration Area 2 (RA-2).

| Table 4: RA-2 Tree Species | |
|-----------------------------------|------------------------------|
| Common Name | Scientific Name |
| Bur Oak | <i>Quercus macrocarpa</i> |
| Sycamore | <i>Platanus occidentalis</i> |
| Pecan | <i>Carya illinoensis</i> |
| Swamp White Oak | <i>Quercus bicolor</i> |
| Sugar Maple | <i>Acer saccharum</i> |
| Hackberry | <i>Celtis occidentalis</i> |

4.4.3 RESTORATION AREA 3 (NEIGHBORHOOD TREE PROGRAM)

The NTP initiative will aim to partner with neighborhood associations within the Blue River Greenway to plant 1-inch caliper trees based on community participation in the program. This will be carried out in three phases that are outlined below.

Phase 1: Establishing Planting Areas

Meeting and presenting at neighborhood community meetings will help gauge their interest level in the program. Of those neighborhoods selected to participate, neighborhoods can be canvassed to recruit homeowners to adopt trees. While canvassing is happening, a website landing page created by HTA can be created to provide homeowners information on the program, as well as a place to sign up for tree adoption, volunteering, FAQ's, etc. As neighborhoods agree to participate, neighborhood planting plans complete with maps will be created using GIS and approved by the Kansas City, MO Forester or representative.

HTA will procure trees and mulch, as well as coordinate the location of utilities

underground so as to not damage them when digging holes for trees. Tree species will be selected in the same manner as they were for the other Restoration Areas, using the Kansas City, MO Urban Forest Master Plan.

Phase 2: Tree Planting

Phase two will begin after a sufficient number of neighborhoods have committed (determined by HTA's available resources) and equipment and trees have been acquired. Workdays can then be hosted at the chosen locations. Each workday will begin with an educational overview provided by HTA for the volunteers, as well as a tree-planting demonstration, and how to care for the tree after planting. As much as possible, the workday should be treated as a community event, with a formal beginning and a celebration of the accomplishments at the end. The goal of this format is to create a unified community feeling that leads to a stronger support of the trees, and a momentum that can lead to other tree projects in this and other neighborhoods.

Phase 3: Monitoring

Phase three begins after all the workdays have been completed. Volunteers are left with watering and tree maintenance information. With every tree that is planted, neighborhood, precise location, and species are recorded in GIS. This data will be transferred to KCPRD for incorporation into the overall Restoration Plan geodatabase. HTA will conduct one-year visual inspections of the trees updating the spatial data with mortality rates.

4.4.4 RESTORATION AREA 4 (ALEX GEORGE WETLAND)

In Echols' Restoration Plan for AGW, she lays out three main restoration objectives; 1) Improve the riparian corridor by stabilizing the banks of the wetland and the stream that feeds the wetland from the southeast, 2) Remove honeysuckle from the western and southern wetland shorelines and replant with herbaceous shoreline species and wet mesic species, and 3) Remove woody species from the previously established pollinator gardens northeast of the wetland to allow herbaceous species to thrive.

The timeline for RA-4 follows the same cadence as the previous Restoration Areas for both the invasive suppression and planting steps. Invasive suppression will be performed using the same methods as discussed for RA's 1 and 2 in Section 4.2. Immediately following the removal of invasive species, cover crops are applied to the bare shoreline. Following the first year of invasive suppression, the restoration of RA-4's shoreline and streambanks can begin. Stabilizing the banks of the stream feeding the wetland with fresh water is imperative. This will be addressed for as much of the feeder stream that is within the project area. Additionally, due to the severely eroded condition, it is possible that minor grading or sloping may be required to reestablish the wetlands shoreline's natural slope (Echols, 2021).

The establishment of native plants will reduce erosion, increase diversity, and improve filtration of toxins at AGW (Echols, 2021). The native wetland seed mix for shoreline and streambank stabilization are listed in **Table 5** below. The selection of these species serves as a starting point and is not comprehensive. It is possible that there are desired species present already that could be used in place of species in **Table 5**.

The re-establishment of native plants may be performed by broadcasting seed and plug planting. If targeted broadcast seeding is employed, it will be conducted on the banks above the waterline and involves the use of a properly calibrated reciprocating spreader (e.g., Vicon), or a properly calibrated rotary spreader (e.g., Scott's model R-8), or similar equipment, which is equipped with an agitator to ensure continuous mixing. The grass and forb seed intended for RA-4 (**Table 5**) shall be pre-mixed or combined on-site in a barrel or other suitable container with one or more coarse, low density, non-toxic building agents such as calcined clay (kitty litter or similar product), fine cocoa shell mulch, coarse vermiculite, or coarse perlite, and thoroughly mixed at the time of seeding. Thorough mixing and the use of one or more bulking agents is required to ensure continuous seed flow through the spreader, and to improve seed distribution by preventing seed mix segregation.

Table 5 - Restoration Area 4 Seed & Shrub Species: This table shows a list of the anticipated seed and shrub species that will be planted in Restoration Area 4 (RA-4), Alex George Wetland.

Table 5: RA-4 Seed & Shrub Species

| Common Name | Scientific Name |
|----------------------|---------------------------------------|
| Virginia Wild-Rye | <i>Elymus virginicus</i> |
| River Oats | <i>Chasmanthium latifolium</i> |
| Black-eyed Susan | <i>Rudbeckia hirta</i> |
| Switchgrass | <i>Panicum virgatum</i> |
| Arrowhead | <i>Sagittaria latifolia</i> |
| Softstem bulrush | <i>Schoenoplectus tabernaemontani</i> |
| Swamp Milkweed | <i>Asclepias incarnata</i> |
| Lurid Sedge | <i>Carex lurida</i> |
| Fox Sedge | <i>Carex vulpinoidea</i> |
| Palm Sedge | <i>Carex muskingumensis</i> |
| Lizards Tail | <i>Saururus cernuus</i> |
| Copper and Blue Flag | <i>Iris spp.</i> |
| Tussocks Sedge | <i>Carix stricta</i> |

After seeding, the seed shall be raked or dragged into the soil surface to an average depth of 0.10 to 0.25-inch. When the soil is in a loose or fluffy condition, the seedbed shall be rolled with a weighted roller, so the grass and forb seed is firmly pressed into the soil.

If plugs are employed, they will be planted along the waterline to promote initial growth and stabilize the toe of the shoreline. Plug planting refers to the planting of small plants shortly after germination that have been grown off-site in celled containers. Crews will need small shovels for digging 3–6-inch holes to accommodate plugs. Plugs are then placed in the holes and filled in.

Figure 5 depicts a pattern typical of wetland and shoreline plantings.

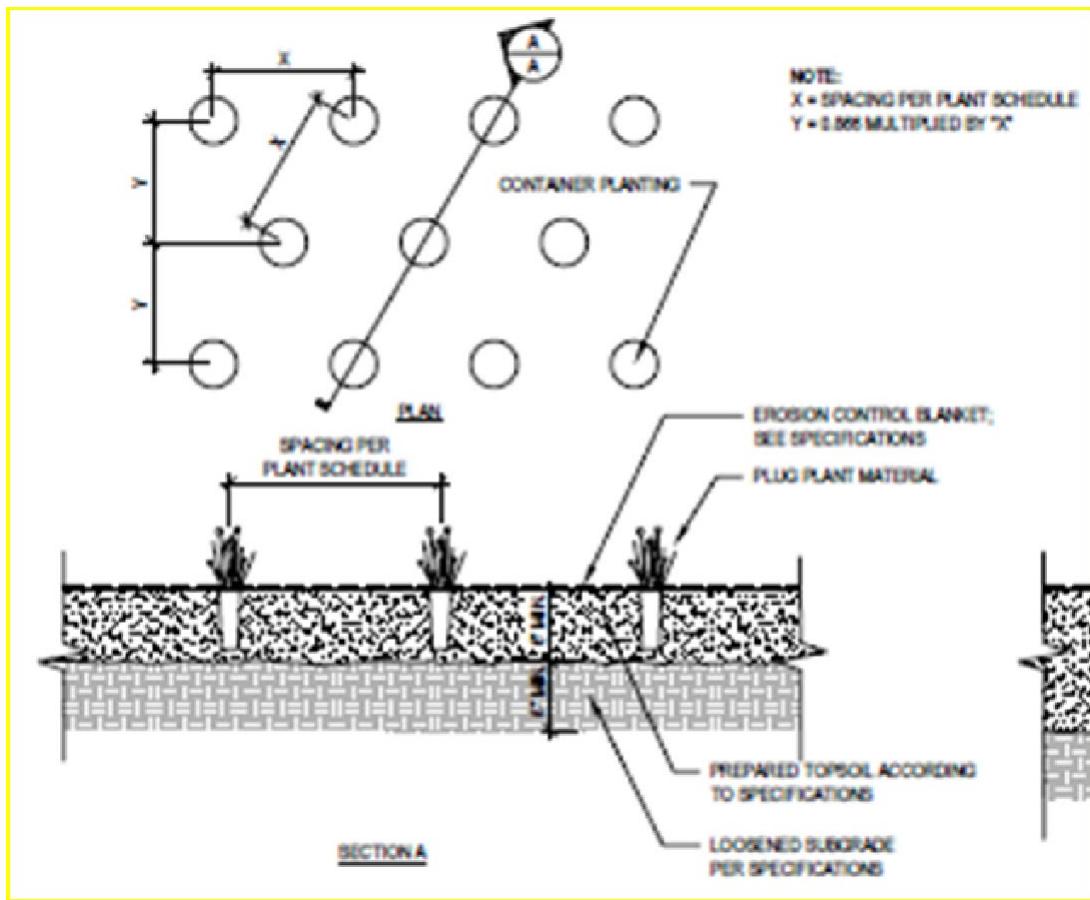


Figure 5 - Plug Planting Pattern: This figure depicts adequate plug planting patterns for wetland and shoreline plantings. Source: Vireo

4.4.5 PASSIVE RESTORATION AREA 5

As noted in Section 4.3.5, planting is not anticipated in the RA-5 passive restoration areas. However, should a more active approach be deemed necessary based on successional variables, contractor feedback will be petitioned to inform the use of more additive methods, like broadcasting additional native local ecotype and site-appropriate seed.

4.5 OVERVIEW OF MAINTENANCE

The selected contractors will be tasked with developing a maintenance plan for each RA covering both establishment monitoring and long-term maintenance to be delivered to OEQ at the end of the grant term. Monitoring and maintenance elements that are needed and feasible

during the grant period will be implemented under the grant terms. Implementation of longer-term monitoring and maintenance will be conducted with as-yet-to-be-determined personnel and funding and is not part of this grant.

Initially, monitoring of nuisance species and invasive regrowth will be required. This requires a knowledgeable person who can differentiate between species that have been planted and what needs to be removed. After approximately three years, established monitoring can turn into long-term maintenance as the RA's become self-sustaining. It is worth noting that regular watering of all RA's is not possible, however, if an extended period of drought conditions would threaten the survivorship of the planted vegetation, KCPRD can utilize local water trucks for transport to RA's. The following section is a discussion of the established monitoring and the long-term maintenance activities proposed for the RA's.

4.5.1 ESTABLISHMENT MONITORING

The following establishment monitoring will begin as soon as a given area is restored or planted and will continue until the end of the grant period.

Restoration Area 1: After RA-1 seeding is complete, Klein recommends check-ins every three to four weeks for monitoring and weed control in the first year. A high mow can take place as needed during these monitoring visits to control weeds and invasives regrowth while seedling height is less than 6-inches (typically within 12-months after seeding takes place). Weeds should be mowed prior to setting seeds. Mowing is preferred over chemical spray due to cost effectiveness, but spot-spraying can be utilized if warranted. Data collection on seed germination will be recorded as the number of trees per acre based on representative transects across the buffers. Three tree counts are required over the growing season: two over the summer and one immediately before winter.

Planted and volunteer species will be noted if possible.

Restoration Area 2: Established monitoring for RA-2 will be the same as RA-1 for consistency apart from mowing. Trees planted in RA-2 will be too tall to mow over when established, so mowing should be performed between planting rows with extreme caution

to avoid damaging saplings. Spot spraying with selective herbicides that will not harm woody species may be utilized where mowing is not advised.

Restoration Area 3: Part of the NTP will be to enlist the help of volunteer tree adopters not just for planting, but for regular watering of their trees. Volunteers will be trained and provided with watering and tree care information.

Restoration Area 4: Seeded areas in RA-4 will require periodic mowing and weeding. A high-mow may be employed on dry, stable bank areas to prevent weeds from setting seed, before wetland species have reached mower height. Weeds in plug planted areas should be carefully pulled by hand to avoid disturbing the plugs. If conditions are hot and dry, landscape sprinklers may be required - utilizing the water from the wetland if possible - to water wetland plugs and seeds.

Restoration Area 5: Monitoring of passive restoration in RA-5 will involve growing season surveying at two times during the year. Representative samples will be divided into at least three (3) transects for surveying and botanizing plant communities, both native and non-native. Additional monitoring data may be obtained during seed collection workdays on passive restoration sites in that seed available to collect could indicate presence or absence of expected populations.

4.5.2 LONG TERM MAINTENANCE

The following long-term maintenance will begin as soon as a given area is restored or planted and will continue until the end of the grant period.

Restoration Area 1: Moving into long-term maintenance, emphasis is placed on mowing and continued invasive and nuisance species management. Data collection on tree performance can be taken once per year at the end of the growing season.

Restoration Area 2: Long-term maintenance for RA-2 is the same as RA-1. Mowing and nuisance species suppression and annual monitoring visits for counts and data collection.

Restoration Area 3: In addition to volunteer assistance in tree watering, annual check-ins to planted trees in all neighborhoods will be performed to assess tree health by HTA. Any necessary replants can be performed during these visits as well. Tree data points will be updated accordingly to allow for complete and accurate data.

Restoration Area 4: Similar to RA's 1 and 2, mowing and nuisance species will be addressed as needed at AGW and in pollinator gardens. Hand pulling or other methods of weeding may be needed along the shoreline and banks if significant weed issues are encountered. Monitoring will continue to take place keeping accurate tree and shrub counts.

Restoration Area 5: Maintenance of passive restoration in RA-5 will involve continued removal and management of invasive species using cut-stump treatments, supplemented with hand-broadcast native local ecotype seed as needed and available. Removal and management of invasives, as well as potential seeding, will primarily be accomplished through volunteer workdays led with an environmental education focus in partnership and resource-sharing with city and county partners.

5.0 OVERVIEW OF THE MONITORING PLAN

The following section provides an overview of the restoration site performance standards and monitoring methods used to determine site success. A full discussion of the proposed monitoring methods to be carried out by the contractors will be provided in an Annual Monitoring Plan to be developed and provided to OEQ by BTG, HCA, MARC, and DRKC.

5.1 RESPONSIBLE PARTIES

Monitoring and reporting to the Missouri Department of Natural Resources per the terms of the ARPA grant award will be completed by:

Contact: Andy Savastino, Chief Environmental Officer
City Manager's Office – Office of Environmental Quality
City Hall, 414 E. 12th Street, Suite 401
Kansas City, MO 64106
Andy.savastino@kcmo.org | (816) 513-3460

Responsible Parties for the Contractor Partners in charge of carrying out the Restoration Work Plan, monitoring RA's, and reporting to the City of Kansas City, MO are as follows:

1. Sarah Crowder, Director of Forestry and Natural Systems
Bridging the Gap/Heartland Tree Alliance
1427 9th Street, Suite 201
Kansas City, MO 64101
Sarah.crowder@bridgingthegap.org | (816) 561-1087
2. Jess Hartel, Senior Director of Conservation and Education
Heartland Conservation Alliance
6601 93rd Street
Kansas City, MO 64138
jess@heartlandconservationalliance.org | (816) 945-8505
3. Tom Jacobs, Chief Resilience Officer and Environmental Programs Director
Mid-America Regional Council
600 Broadway Boulevard, Suite 200
Kansas City, MO 64105
tjacobs@marc.org | (816) 474-4240
4. Stacia Stelk, Executive Director
Deep Roots KC
P.O. Box 32131
Kansas City, MO 64171
stacia@deprootskc.org | (816) 301-7545

5.2 PERFORMANCE OBJECTIVES

The end points described below are for the project's ultimate success; however, progress toward the performance objectives will be measured one year before the end of the grant period and at end of the grant period. No additional monitoring and reporting will be conducted under the terms of this grant.

Restoration Areas 1 and 2 (Direct Seeding and Bare Root areas): The performance goals will be:

- 1) The presence of 5 native tree species (including both planted and preexisting species) and a) a minimal success of 4,000-8,000 stems per acre for Direct Seeded for survivorship by the end of the grant period, or b) a minimum of 200 to 400 stems per acre for Bare Root planted areas; 2) 80% coverage of native cool season understory vegetation; 3) minimal presence of woody invasive species, particularly shrub honeysuckle and tree of heaven; and 4) limited management necessary after the initial establishment.

Restoration Area 3 (Neighborhood Tree Program): The performance goals will be planting diverse tree species, using the 10-20-30 rule (no more than 10% of any one species, 20% of any one genus, or 30% of any family of trees). Trees will be placed either in public right-of-ways to maximize street shade and combat the heat island effect, or in public parks. Trees will be watered by volunteers or HTA for two summer seasons following planting. The mortality rate after two seasons will be no more than 10%.

Restoration Area 4 (Alex George Wetland): The performance goals will be: 1) the effective removal of all invasive species within the planting areas such that regrowth can be relatively easily managed with annual spraying by County staff and selected contractors; 2) vegetated and stabilized streambanks along the southeastern stream within the project area, with at least 80% cover of herbaceous vegetation, and 50% shoreline vegetative coverage with facultative wetland vegetation (planted and preexisting) that requires limited management after the initial establishment period 3) a stabilized shoreline buffer consisting of 80% total vegetative coverage and 50% coverage with facultative vegetation that is self-managing after the initial establishment period, and 4) minimal presence of invasive species that can be effectively managed by annual brush hogging, burning, hand pulling, and spot application of herbicides by County staff or selected contractors.

Restoration Area 5 (Passive Restoration): The performance goals may vary between the three sites comprising RA-5 (Alex George Wetland, Blue River Glades, Blue River Parkway at Minor Park) due to the varying biophysical structure of each site, but will largely be based around invasive species removal and monitoring of native forb establishment to inform the adaptive management approach required by passive restoration.

1. Remove invasive bush honeysuckle (*Lonicera maackii*), reducing the population to no more than 20% across site.
 - a. Conduct a honeysuckle site survey and input survey data in GIS system to calculate goal and inform more targeted management events
 - i. Optimal condition: < 20% cover of *L. maackii*
 - ii. Good: 25% cover of *L. maackii*
 - iii. Moderate: 30% cover of *L. maackii*

- iv. Low: > 30% cover of *L. maackii*
- v. Poor: unknown cover of *L. maackii*

2. Synthesize baseline vegetative community data to inform further restoration efforts by using the community health index method (Missouri Department of Conservation, 2023).
 - i. Optimal: Baseline data synthesized and available.
 - ii. Good: Baseline data synthesized.
 - iii. Moderate: 75% of baseline data synthesized and available.
 - iv. Low: 75% or less of baseline data synthesized.
 - v. Poor: No baseline data synthesized.

Policy and Training Development: The performance goals will be: 1) a complete stormwater standards package of materials including: a document of design criteria requirements, engineering design and calculation templates, restoration best practice guidance, stream setback recommendations, and operations and maintenance tracking materials for maintenance professionals; 2) a series of 4 workshops and training sessions for Kansas City Regional Parks & Recreation Directors, as well as maintenance supervisors and crews as determined necessary through jurisdiction stakeholder engagement.

Increasing Native Plant Landscapes: The performance goals will be 1) managing a native plant demonstration garden on public property, highlighting plants that thrive in most environments. The demonstration garden will include interpretive signs and resources for the budding native plant gardener; 2) develop and present native plant education programs in targeted neighborhoods and provide free garden designs and native plants; 3) host native plant garden tours to inspire new garden enthusiasts, answer questions, and discuss the ecosystem benefits; and 4) offer Nature Advisor Consultations to residents in targeted neighborhoods. Nature Advisor consultations meet residents onsite to address residents' landscaping goals through native plants. This outreach and engagement will help to bolster neighborhood interest in native plants and therefore the ongoing restoration of the Blue River Greenway.

5.3 MONITORING METHODS

Monitoring during the initial establishment phase will be performed by the selected restoration contractors and representatives from the organizations specified by the restoration work plan.

Monitoring must be sufficient to measure overall performance and success rates against the identified goals and performance objectives within each RA. In addition to baseline monitoring at the start of the grant period and a final monitoring report at the end of the grant period, monitoring will include routine inspection seasonally, an assessment of species growth success determined by relative coverage and relative frequency, and data points recorded using GIS in order to keep a complete spatial record of the Restoration Work Plan. Survey methods will be determined by the contractors, but may consist of random sampling at a specified density, transect surveys at a specified spacing, timed meander surveys, or other appropriate strategies. Survey methods and density may vary by RA and sub-area as appropriate. Where performance objectives are not met, surveyors will recommend remedial measures, including maintenance and revegetation.

5.4 REPORTS

Contractors will be required to report to OEQ with the results of the baseline monitoring activities, quarterly throughout the grant period (every three months), and once at the end of the grant period. Annual Reports (December 2025 and December 2026) will include the analysis of qualitative and quantitative monitoring data, maps identifying monitoring areas, transects, etc., copies of field data sheets and an assessment of restoration site trends relative to previous year monitoring. These reports will also include remedial measures recommended to maintain restoration site success as needed. Informed by adaptive management principles, a narrative of corrective measures completed for the previous year and an assessment of their success will also be included in the report. The December 2025 Annual Report will include both the baseline site data and the work completed in that calendar year. Quarterly reports will be a less formal check-in with the OEQ project manager to update them on the status of the restoration project. These reports will include the status of plantings and check-ins at each of the project sites.

5.5 SCHEDULE

The following represents the tentative schedule of work associated with the Blue River Greenway Riparian Corridor Restoration Plan. The timeline presented in *Table 5* only covers work occurring during the grant period. The timelines for restoration approaches will be dynamic. Certain areas will perform better than others based on several environmental factors.

Exact outcomes and successes cannot be predicted, thus, small changes in techniques and timelines for each restoration method must be allowed.

Table 6 - Restoration Schedule: This table provides a tentative timeline for the restoration and reporting schedule for the grant period.

| Table 6: Restoration Schedule | | |
|---|--|--|
| Year | Season | Action |
| 2025 Phase 1: Planning & Contracting | All year and may concurrently overlap with elements of Phase 2 | <ul style="list-style-type: none"> • Contractor advertisement and selection • Develop design-build plan for RA-1, RA-2, RA-3, and RA-4 • Baseline vegetation surveys, documentation and walkthroughs of all Restoration Areas • Communication with participating landowners |
| 2025 Phase 2: Restoration | Spring | <ul style="list-style-type: none"> • Initial round of invasive removal as contractors are secured: Cutting and mulching beginning at RA-1, RA-3, and RA-4 • Neighborhood Tree Planting Program initiated • Quarterly Contractor Report Due to OEQ |
| | Summer | <ul style="list-style-type: none"> • Invasive removal continued on new sites • Mowing of RA's where applicable • Planning for fall growing season • Quarterly Contractor Report due to OEQ |
| | Fall | <ul style="list-style-type: none"> • Invasive removal continued on new sites • Spot treatment of invasives on already treated sites • Native plantings in select treated areas begins • Wetland improvements • Neighborhood Tree Planting program continues • Quarterly Contractor |
| | Winter | <ul style="list-style-type: none"> • Invasive removal continued on new sites • Spot treatment of invasives on already treated sites • Seeding in select treated areas begins • Initial Annual Report/Baseline Due to OEQ |
| 2026 Phase 2: Restoration (continued) | Spring | <ul style="list-style-type: none"> • Invasive removal continued on new sites • Spot treatments of invasives continues • Native plantings and seeding continues • Neighborhood Tree Planting program continues • Quarterly Contractor Report due to OEQ |

| | | |
|-----------------------------------|--------|--|
| Phase 3: Establishment | Summer | <ul style="list-style-type: none"> ● Invasive removal continues ● Spot treatments of invasives ● Mowing of RA's where applicable ● Planning for fall growing season ● Quarterly Contractor Report due to OEQ |
| | Fall | <ul style="list-style-type: none"> ● Invasive removal (final) ● Spot treatments of invasives (final) ● Mowing of RA's where applicable (final) ● Native plantings and seeding (final) ● Neighborhood Tree Planting program (final) ● Site assessment for all RA's begins ● Quarterly Contractor Report due to OEQ |
| | Winter | <ul style="list-style-type: none"> ● Site assessment for all RA's finishes ● Final Annual Report Due to OEQ |

6.0 REFERENCES

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7.0 ATTACHMENTS

Attachment 1. Restoration Areas Parcel Project Map

<https://kcmo.maps.arcgis.com/apps/mapviewer/index.html?webmap=de956e11cf634f68acf1c5c9fbf28e2>

objectives, monitoring methods, reporting requirements, and scheduling.

Attachment C:
ARPA Plans and Specifications Requirements - Non-Competitive Procurement

Equal Employment Opportunity and Nondiscrimination in Employment – 41 CFR 60-4; E.O.

11246: 41 CFR 60-4 published April 7, 1978 and amended October 3, 1980, requires that the ARPA funding applicant and selected bidders comply with Executive Order 11246 for bids, contracts, and subcontracts for all federally assisted construction contracts exceeding \$10,000. The specifications explain the requirements for bidders and contractors under E.O. 11246. Bidders please see document titled “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)”

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor

Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f. Bidders please also see Missouri Executive Order 15-06

Employment of Unauthorized Aliens Prohibited – §285.530 RSMo: Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors, does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with §285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of §285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of §285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- The selected contractor(s) must complete the “Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization” form.
- In addition, the selected contractor(s) must enroll in the federal E-verify system, provide supporting documentation of enrollment, and provide verification documentation for enrollment in the Federal E- Verify system.

Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330: The contractor(s) and subcontractor(s) shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5).

OSHA Training – §292.675, RSMo: Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

Debarment and Suspension – 2 CFR 180; E.O. 12549: The Code of Federal Regulations at Title 2, Part 180, prohibits participation in federally funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/SAM/>. All subcontracts at any tier should include this language. The selected bidders must complete the “Certification Regarding Debarment and Suspension” form.

Small Business Act – P.L. 100-590: Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100- 590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Placing Small Business in Rural Areas (SBRAs) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRAs; and
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

Central Contractor Registration – P.L. 109-282: In accordance with the Federal Funding Accountability Act of 2006, the contractor assures that it, as well as its subcontractor(s), shall register in the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). There is NO fee to register for this site. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or receive an award, or you need to renew your Entity(s) prior to its expiration. To update or renew your Entity records(s) in SAM, you will need to create a SAM User Account located on the Internet at <https://www.sam.gov> and link it to your migrated Entity records. You will need a user account to search for registered entities in SAM.

If the prime contractor is not currently registered in SAM, they are required to do so, as their status will be checked in SAM using the Unique Entity Identifier (UEI) provided by SAM.

Privity of Contract: The Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any tier.

Protests – 2 CFR 200.318(k): Neither the U.S. Department of Treasury nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution.

Domestic Products Procurement Law – §§34.350 - 34.359 RSMo: All manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%). In accordance with

§34.350 through 34.359 RSMo, a waiver may be requested from the owner. The selected bidders must complete the “Domestic Products Procurement Act – §§34.350 - 34.359 RSMo Certification” form.

Anti-Lobbying Act – P.L. 101-121: Sub-recipients who request or receive from the grant recipient a sub-grant, contract, or sub-contract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above. Selected bidders must complete one of the following forms:

- If the selected bidder lobbied on the behalf of this project, the contractor will complete the “Disclosure of Lobbying Activities” form.
- If the selected bidder did not lobby on the behalf of this project, the contractor will complete the “Certification Regarding Lobbying” form.

Record Retention – 2 CFR 200.334; §109.255 RSMo: The contractor(s) and sub-contractor(s) shall retain all project related records for three years after final payment(s) and all other pending matters are closed. An extended period of record retention may be required per the Local Record Retention Schedules created by the Local Records Board as authorized by §109.255 RSMo.

Access to Construction Site and Contract Records: The contractor shall provide access to the project site and project records by, the Missouri State Auditor, the Missouri Department of Natural Resources, the USEPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Payment Provisions – §8.260 RSMo; §8.960 RSMo: The owner shall make payment to the contractor in accordance with §8.260 and §8.960 RSMo. Retainage can be no more than 5%.

False Claims Act – 31 USC §3729: The contractor(s) and sub-contractor(s)s, if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

Clean Air Act - 42 U.S.C. 7506(C): The contractor(s) and sub-contractor(s) shall comply with the Clean Air Act.

Clean Water Act - 33 U.S.C. 1368: The contractor(s) and sub-contractor(s) shall comply with the Clean Water Act.

Energy Efficiency Requirements – Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871):

The contractor(s) and sub-contractor(s) shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Recycled Materials – U.S.C. 6962 (RCRA Section 6002): In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the USEPA. Current guidelines are contained in 40 CFR Part 247-254.

Historical and Archaeological – P.L. 93-291: If during the course of construction evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Missouri Department of Natural Resources and the Director, Division of State Parks, P.O. Box 176, Jefferson City, Missouri 65102-0176, Telephone (573) 751-2479. The contractor shall halt any further disturbances of the deposits until notified by the owner that they may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the owner. Compensation to

the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Prohibition on certain telecommunications and video surveillance services or equipment

Certification – 2 CFR 200.216: In accordance with 2 CFR 200.216, recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Anti-Discrimination Against Israel Act – §34.600 RSMo: In compliance with §34.600 RSMo, the contracting company certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with §34.600, RSMo. Any contract that fails to comply with the provisions of this section shall be void against public policy. This provision does not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Attachment D: Pricing Addendum

| Item | Totals | Rationale/Details |
|---|------------------|--|
| Personnel Expenses | | |
| Personnel | | |
| Water Quality Planner II | \$75,000 | project coordinator: contracting with consultants, assisting and facilitating stakeholder meetings, project management of technical team deliverables |
| Other | | |
| Travel | \$3,000 | restoration site visits, conference attendance for professional best practices |
| Personnel subtotal | \$78,000 | |
| Green Infrastructure Training Expenses | | |
| Consultant Procurement | | |
| Consultant | \$150,000 | 1 consultant to develop APWA stormwater standards. Total project consultant cost \$1.23 million, additional funding identified from local governments and state and federal sources |
| Consultant/s & Speaker Honorarium | \$62,000 | 1 or more consultant content experts to develop content and present at least 4 in person-workshops and field trips on topics including stormwater management design standards, stream setback, riparian conservation value, and repairing and maintaining riparian areas |
| Other | | |
| Meetings | \$10,000 | event space rental for 3+ workshops, and project meetings w/ regional stakeholders |
| Training subtotal | \$222,000 | |
| Total Budget Not to Exceed: | \$300,000 | |