

DESIGN PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 420 – PROJECT NO. 60820043
STORMWATER ON-CALL SLBE ENGINEERING SERVICES
KANSAS CITY WATER SERVICES DEPARTMENT

This design professional services agreement is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and Water Resources Solutions (“Design Professional”). City and Design Professional agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Project description.

The services to be provided under this Agreement are for the following project (Project) and purpose:

- A. The professional services to be provided under this Agreement will be on an indefinite delivery indefinite quantity on-call, hourly basis in order to accomplish projects and/or project tasks for the City. The Design Professional will provide a broad range of engineering, survey, technical and project management related services, and attend meetings with the City on an on as-needed basis.
- B. Professional Services provider (Design Professional) shall be prepared to provide the services in a timely and comprehensive manner.
- C. The City reserves the right to utilize any combination of the Design Professional’s staff members on a cooperative/collaborative basis as needed to complete engineering tasks/projects.

Sec. 2. Services to be performed by Design Professional. Design Professional shall perform the following Scope of Services:

- A. General tasks to be performed under this contract may include, but not be limited to the following: design and delivery of construction documents for an entire capital improvement project; support on portions of a project under the direction of a City project manager (i.e. survey, drafting, quality control checks, modeling, inspections); or general consulting and assistance in planning, budgeting, cost estimating, design, analysis, reporting and other tasks as-needed by the City and further described in specific task agreements.
- B. Specific tasks to be performed under this contract services may include, but are not limited to, surveying, drafting, GIS management and support services, performing studies, evaluation and recommendation of improvements, civil and water resources engineering, hydrologic and hydraulic modeling, estimates of construction costs, right-of-way and easement acquisition, geotechnical/soils testing and engineering, structural engineering, environmental assessments and permitting, construction management, construction inspections, and design of stormwater management systems, including sustainable "green" BMPs or other improvements necessary to improve or maintain the stormwater

management system. Design and analysis of levee systems, pumps stations, water mains and sanitary sewers may also be required.

- C. Tasks estimated to cost more than \$2,500.00 shall be authorized by Contract Amendments. Contract Amendments shall be used to describe the parties' mutual agreement on the Scope of Services, schedule, compensation, and other particulars as stated therein. Contract Amendments are binding only after acceptance and execution by duly authorized representative of both parties. Each Contract Amendment shall govern the parties' rights and obligations with respect to each assignment, but all within the framework of this agreement. Contract Amendments will be issued for specific personnel with the Design Professional, including MBE/WBE subconsultants, on a project by project basis. Personnel selected shall not be changed without approval of the City and may be grounds to terminate the contract.
- D. Tasks estimated to costs less than \$2,500.00 and that are part of the basic contract may authorized by e-mail
- E. Submit all documents, including plans, design drawings, specifications, reports, maps, models and renderings in the form requested by City. A list with the specific requirements is included in **Attachment B**.
- F. City shall have the right to inspect and review the work being done and to consult with Design Professional at any reasonable time. Conferences will be held at the request of City or Design Professional.
- G. If it is determined to be in the best interest of the work, Design Professional shall replace the project manager or any other employee of the Design Professional, Subcontractors, Suppliers or other persons or organizations performing or furnishing any of the work on the project upon written request by the City.

Sec. 3. Term. Unless sooner terminated as provided herein, and unless specific dates for providing services are identified in this Agreement, this Agreement shall remain in force for a period which may reasonably be required for the completion of the services to be provided by Design Professional under the Scope of Services. Work under this agreement shall begin upon written Notice to Proceed.

Sec. 4. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$5,000.00. ***(There is a NO GUARANTEE minimum and a maximum not-to-exceed of one hundred sixty thousand and 00/100 dollars (\$160,000) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.)***, as follows:

- 1. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Sub-contractor List Non-Construction" found in **Attachment F**. A schedule of position classifications and the salary range for each position is included as a part of **Attachment C**.
- 2. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the

Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in Attachment C.

3. A schedule of expenses and position classifications with the billing rate for each position is included as a part of Attachment C. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approved the revised Schedule.
 4. Actual reasonable expenses incurred by the Design Professional directly related to the Design Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 5. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in Attachment A and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in Attachment A. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 5. Notices. All notices required by this Agreement shall be in writing and sent to the following:

City:

City of Kansas City, MO
Kansas City Water Services Department
ATTN: Terry Leeds
Address: 4800 E. 63rd Street
Kansas City, MO 64130
Phone: 816.513.0504 / Fax: 816.513.0188
Email: Terry.Leeds@kcmo.org

Design Professional:

Water Resources Solutions
ATTN: Donald Baker
Address: 3515 W. 75th St., Suite 208
Prairie Village, KS. 66208
Phone: 913.302.1030
Email: DBaker@wrs-rc.com

All notices are effective (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Agreement consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Agreement, including any Attachments and incorporated documents, constitutes the entire agreement between City and Design Professional with respect to this subject matter.

Sec. 7. Conflict Between Agreement Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Agreement, Part I will be controlling.

Sec. 8. Responsibilities of City. City shall:

- A. Make available to Design Professional all existing records, maps, plans, and other data possessed by City when such are necessary, advisable, or helpful to Design Professional in the completion of the work under this Agreement.
- B. If required or upon recommendation of Design Professional, retains the services of a soils/geotechnical consultant.
- C. Designate in writing a person to act as City representative with respect to the work to be performed under this Agreement; with such person having complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to the materials, equipment elements and systems pertinent to the work covered by this Agreement, and the responsibility to be available to inspect and review the work and to consult with Design Professional at any reasonable time.
- D. Provide standard City forms as required.

- E. Provide City – Licensed Geographical Information System Data set forth in **Attachment D**, incorporated into this Agreement.
- F. Evaluate Contractor’s performance at key contractual milestones per the City’s Water Service Department’s (WSD) Design Professional Evaluation Process. WSD may elect to have additional evaluations during construction phase services or at the end of construction phase if applicable. Evaluations shall be submitted by the WSD Project Manager to the Contractor’s Project Manager and Project Principal responsible for delivering the contractual obligations of this Agreement. Contractor shall have the opportunity to comment on the evaluation and request a meeting to discuss the evaluation.

Sec. 9. Attachments to Part I. The following documents are attachments to Part I of this Agreement and are attached hereto and incorporated herein by this reference:

- Attachment A – On Call Scope of Services
- Attachment B – Electronic Format Requirements
- Attachment C – Schedule of Hourly Rates and Expenses
- Attachment D – City Licensed Geographical Information System Data
- Attachment E – Employee Eligibility Verification Affidavit
- Attachment F – Subcontractor List Non-Construction

Sec. 10. Subcontracting. Design Professional agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction”, contained in **Attachment F**.

Sec. 11. Contract Information Management System. Design Professional shall comply with City’s Contract Information Management System requirements. Design Professional shall use City’s Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Design Professional shall maintain user applications to City’s provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 12. Professional services certification. Code Section 2-83, prohibiting Agreements with certain attorneys, architects, engineers and other professionals thereunder, shall apply to this Agreement. Design Professional certifies that it is not an architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of the issuance of the Agreement, serves as an expert witness for any litigation against City, and that it will not serve as an expert witness for any litigation against City during the term of this Agreement.

Sec. 13. Effectiveness; Date. This Agreement will become effective when the City’s Director of Finance has signed it. The date this Agreement is signed by the City’s Director of Finance will be deemed the date of this Agreement.

Each party is signing this Agreement on the date stated opposite that party's signature.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: _____

By: Donald W Baker

Name: Donald W Baker

Title: Managing Member

KANSAS CITY, MISSOURI

Date: 7/28/2021

By: DocuSigned by: D Matt Bond 44458FCE836C4D6...

Name: Terry Leeds

Title: Director of Kansas City Water Services

Approved as to form:

DocuSigned by: Mark Jones 0909E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by: Theresa Danielson 8/12/2021
Theresa Danielson
Director of Finance Date

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 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. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional'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 General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional 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 Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. 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. 2. Indemnification for Professional Negligence.

Design Professional 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 court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional 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 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. **Commercial General Liability Insurance:** 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. **Per Project Aggregate Liability Limit** or, where not available, the aggregate limit shall be \$2,000,000

c. **No Contractual Liability Limitation Endorsement**

d. **Additional Insured Endorsement, ISO form CG20 10, or its equivalent**

2. **Worker's Compensation Insurance:** as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory Employers Liability

\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. **Commercial Automobile Liability Insurance:** with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. **Professional Liability Insurance** with limits Per Claim/Annual Aggregate of \$1,000,000.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by 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 do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1

and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Clean Water Act (33 U.S.C. 1251 *et seq.*);
3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media,

prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. 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 Design Professional: (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. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of

termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. 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 term, covenant or condition. No term, covenant, or condition of this Agreement 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 Design

Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so

dependent upon the invalid provisions(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. 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. Design Professional shall maintain and retain all Record 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 Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement 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 Agreement within ten (10) days after the written request is made.

Sec. 16. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional 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, Design Professional 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. Design Professional 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. Design Professional shall:

1. Submit, in print or electronic format, a copy of Design Professional's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Design Professional does not possess a current certification of compliance, Design Professional shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. 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.

3. 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 HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does

not possess a current certificate of compliance, Design Professional shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Design Professional 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, canceled or suspended, in whole or in part, and Design Professional 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. 17. Tax Compliance.

Design Professional 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 Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional 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 Agreement.

Sec. 18. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional 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 Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Design Professional shall subcontract any part of Design Professional'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 Design Professional of any of its responsibilities under the Contract, and Design Professional 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 Design Professional, 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. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 19. Conflicts of Interest.

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 20. Conflict of Interest - Certification.

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 21. 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 Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 22. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 23. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional 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). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and

enroll at www.dhs.gov/xprevp/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 24. Quality Services Assurance Act. Design Professional certifies Design Professional will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$12.50 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.

Sec. 25. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional 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.

ATTACHMENT A

Attachment A

On call Scope of Services

Contract Number SW420 Storm Water Projects – On Call Engineering Services Stormwater Engineering

Capital Improvements: The City must design and construct improvements to the stormwater conveyance system as part of annual PIAC-funded improvements, ongoing maintenance, and other means and funding sources in order to change, restore, improve, or add to the stormwater conveyance system. The Stormwater Utility Division intends to manage the design of most of these projects with in-house staff but requires the regular assistance of professionals to perform the following services. Specific Task Agreements will be assigned by memorandum following a discussion of the services and skills needed for each project. Some projects may require work in the field, some may be completed in the consultant's offices, and some may require consultant's staff to work in Water Services Department offices. It is anticipated that staff with skills in the following areas will be needed for tasks:

- Surveying field work with two person crews with Registered land surveyor
- ROW acquisition assistance including O&Es and tract maps (not title work by a subcontracted title company)
- Civil and survey drafting
- GIS (Graphical Information System) data input and attributes definitions
- Hydraulics and hydrology modeling
- Civil works design, especially storm drainage with cost estimating
- Geotechnical / soils (consulting and possibly testing not drilling)
- "Green" vegetated storm management facilities such as bio-swales and rain gardens
- Construction management
- Construction inspection
- Project management and complete design services.

ATTACHMENT B

ATTACHMENT B
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi PDF Format images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . " \ | ? ' & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi PDF Format images.

B. General Requirements

1. Professional Services Consultant/Contractor and its Sub-Consultant/Contractor(s) shall provide at a minimum, the following to its staff:
 - a. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB of RAM, or higher.
 - b. **Computer Operation System:** Windows XP, Windows Vista, or Windows 7
 - c. **Web Browser:** Microsoft Internet Explorer 9
 - d. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
 - e. **Scheduling Software:** Microsoft Project or Primavera
 - f. **Internet Service Provider:** A reliable ISP in the area of the Project
 - g. **Connection Speed/Minimum Bandwidth:** DSL, ADSL or T1 Line for transferring a minimum of 3 Mbps Downstream and 512 Kbps Upstream

C. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis same.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the Design Professional** to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant's personnel.
4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site and .
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

D. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all "As-Built Drawings", catalog cuts and Owner's Operation and Maintenance manuals in digital format.

E. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project

- management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
 3. Training: City's software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial users fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City's software service provider at their own expense
 4. Support: City's software service provider will provide on-going support through on-line help files.
 5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.
 6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
 7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
 8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
 9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

ATTACHMENT C



Attachment C
2021 Standard Billing Rates

Position	Rate
Engineer VIII (Principal)	\$66.67 - \$83.33/hour
Engineer VIII	\$58.33 - \$83.33/hour
Engineer VII	\$46.67 - \$58.33/hour
Engineer VI	\$43.33 - \$46.67/hour
Engineer V	\$40.00 - \$43.33/hour
Engineer IV	\$36.67 - \$40.00/hour
Engineer III	\$33.33 - \$36.67/hour
Engineer II	\$30.00 - \$33.33/hour
Engineer I	\$25.00 - \$31.67/hour
Project Manager	\$53.33 - \$61.67/hour
Technician I	\$10.00 - \$15.00/hour
Technician II	\$15.00 - \$20.00/hour
Technician III	\$20.00 - \$23.33/hour
Technician IV	\$23.33 - \$28.33/hour
Technician V	\$28.33 - \$31.67/hour
Technician VI	\$31.67 - \$35.00/hour
Technician VII	\$35.00 - \$38.33/hour
Technician VIII	\$38.33 - \$41.67/hour
Technical Editor VIII	\$40.00 - \$45.00/hour
Graphic Designer I	\$20.00 - \$25.00/hour
Graphic Designer VIII	\$40.00 - \$45.00/hour
Administrative I	\$15.00 - \$25.00/hour
Administrative VIII	\$28.33 - \$31.67/hour
College Intern	\$20.00 - \$30.00/hour

ATTACHMENT D

ATTACHMENT D

CITY-LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City ("Licensed Materials").

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records,

except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not, pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.


Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT E

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.


Affiant's signature

Subscribed and sworn to before me this 15 day of July, 2021.


Notary Public

My Commission expires:
11/05/2023



ATTACHMENT F

ATTACHMENT F

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Landworks Studio Name: <u>Carisa McMullen</u> Email: <u>carisa@landworksstudio.com</u>	Address: <u>102 S. Cherry Street, 2nd Floor</u> <u>Olathe, Kansas 66061</u> Phone: <u>913-780-6707</u> Fax: <u>913-780-2407</u>
2.	Renaissance Infrastructure Consulting Name: <u>Vince Zink, P.E.</u> Email: <u>vzink@ric-consult.com</u>	Address: <u>5015 NW Canal Street, Suite 100</u> <u>Riverside, Missouri 64150</u> Phone: <u>816-800-0950</u> Fax: <u>N/A</u>
3.	TSI Geotechnical, Inc. Name: <u>Nilesh Nal, P.E.</u> Email: <u>NLal@tsigeotech.com</u>	Address: <u>8248 NW 101st Terrace, #5</u> <u>Kansas City, Missouri 64153</u> Phone: <u>816-509-7965</u> Fax: <u>N/A</u>
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name:	<u>Water Resources Solutions, LLC</u>
Submitted By:	<u>Donald W. Baker, P.E.</u>
Title:	<u>Managing Member</u>
Telephone No.:	<u>913-302-1030</u>
Fax No.:	<u>N/A</u>
E-mail:	<u>DBaker@wrs-rc.com</u>
Date:	<u>July 15, 2021</u>

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 1
CONTRACT NO. 420 PROJECT NO. 82000329
STORMWATER ON-CALL SLBE ENGINEERING SERVICES
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Water Resources Solutions, LLC, (Design Professional). The parties amend the Agreement entered into on August 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated August 12, 2021 in the amount of \$5,000.00; and

WHEREAS, the City desires execute Amendment No. 1, in the amount of \$70,190.00, to amend the total contract amount to \$75,190.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 1st Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following to Section 2.B:

Amendment No. 1 is for meeting obligations of the grant agreement with FEMA, extensive documentation is required, and city is enlisting assistance from consultant to provide technical and administrative support for the City's participation in the FEMA Cooperating Technical Partners (CTP) Program, Project No. 82000329, per **Attachments A and C**.

B. Delete and replace the following section:

a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

A. The amount the City shall pay the Design Professional under this Agreement is \$75,190.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of one hundred sixty thousand and 00/100 dollars (\$160,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:

1. Not to exceed \$70,190.00 for Amendment No. 1.

2. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the "Non-Construction Sub-contractors Listing" found in Attachment F. A schedule of position classifications and the salary range for each position is included as a part of Attachment C.
 3. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in Attachment C.
 4. A schedule of expenses and position classifications with the billing rate for each position is included as a part of Attachment C. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approved the revised schedule.
 5. Actual reasonable expenses incurred by the Design Professional directly related to the Design Professional's performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
 6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.
- B. Method of Payment. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in Attachment A and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in Attachment A. City, upon approving the invoice, shall remit payment.

C. Condition Precedent to Payment.

1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over 160,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

Date: 3/7/2022

DocuSigned by:
Donald W. Baker
DD35C13F21BA4A5...

Title: Principal & Owner

KANSAS CITY, MISSOURI

By:

Date: 3/15/2022

DocuSigned by:
D Matt Bond
44458FCE836C4D6...

Title: Deputy Director

Approved as to form:

DocuSigned by:
Mark Jones
Assistant City Attorney 5D420...

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:
Anne Kaps
996237FFA75F404...
3/29/2022
Director of Finance (Date)

Attachment A

KCMO Indian Creek BLE – Phase I

Scope of Services

Project Understanding

The City of Kansas City, Missouri has entered into an agreement with the Federal Emergency Management Agency to complete a Base Level Engineering project for the Indian Creek Watershed in Kansas City. This BLE includes the evaluation of Indian Creek and Dykes Branch. This Scope of Services is based on the Mapping Activity Statement (MAS) dated August 13, 2021.

Water Resources Solutions (Design Professional) will complete the following items of the Scope of Services in this first phase of contracting. It is understood that that the remaining Scope of Service items in the MAS will be completed by the Design Professional through future on-call contracts.

Upon receiving the notice-to-proceed, the Design Professional will provide the services identified in this scope of services. This scope of services covers the services outlined below. Additional services not addressed in this document will be negotiated as an amendment to this contract.

1.0 Project Outreach and Communication Plan

The Design Professional will coordinate all activities of our design team, which includes team coordination and meetings, meetings with the Client, design documentation, and maps.

- 1.1 The Design Professional will develop a project outreach and communications plan that will detail outreach and coordination activities for the BLE project. Upon completion of the outreach activities, the information will be provided to KC Water to upload into the MIP.
- 1.2 The Design Professional will send out meeting invitations, agenda, presentation slides (as requested) and meeting notes for FEMA review for one outreach meeting.

2.0 Event Data Capture - Other

The Design Professional will coordinate and complete outreach for map review and public awareness. The Design Professional will reach out to individual property owners, Homes Associations Neighborhood Associations, and other non-profit community organizations.

- 2.1 The Design Professional will conduct one outreach workshops that will primarily be a listening session for the various stakeholders with regard to the BLE project.

3.0 General Data Capture – BLE Data

The Design Professional will begin the BLE effort in partnership with Johnson County to produce a compete watershed-level BLE effort.

- 3.1 The Design Professional will compile the following information as part of the BLE effort:
 - a. Task Documentation
 - b. Correspondence
 - c. Supplemental Data
 - d. Spatial Files
- 3.2 The Design Professional will begin an Indian Creek Watershed 2D HEC-RAS model for Kansas City, Missouri beginning at the Kansas-Missouri state line. This will include Indian Creek and Dykes Branch. This task is limited by the funding available after the previously identified tasks are completed.

4.0 Independent QA/QC: General Data Capture

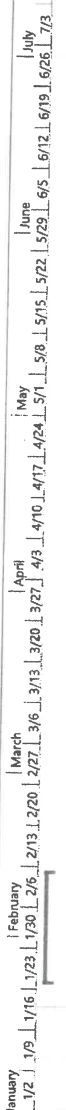
The Design Professional will coordinate modeling efforts with Johnson County.

- 4.1 The Design Professional will conduct pre-modeling coordination and in-progress QAQC checks with Johnson County, Kansas.

12/15/21		KCMO Indian Creek BLE - Phase I		Project Personnel		Estimated Labor	Total Expenses	Total Cost
		Task Group 1 - Project Outreach and Communication Plan						
1.1	Project Outreach and Communication Plan			\$7,500	\$0	\$7,500		
1.1	Outreach Meeting Preparation			\$2,500	\$3,000	\$5,500		
			Task Group 1 Subtotals	\$10,000	\$3,000	\$13,000		
		Task Group 2 - Event Data Capture - Meeting						
2.1	Outreach Workshop			\$15,145	\$1,000	\$16,145		
			Task Group 2 Subtotals	\$15,145	\$1,000	\$16,145		
		Task Group 3 - General Data Capture - BLE Data						
3.1	Compile Information			\$7,255	\$0	\$7,255		
3.2	Indian Creek Watershed 2D HEC-RAS Model			\$23,790	\$0	\$23,790		
			Task Group 3 Subtotals	\$31,045	\$0	\$31,045		
		Task Group 4 - Independent QAQC: General Data Capture						
4.1	Conduct Pre-Modeling Meeting and In-Progress QAQC Checks with Johnson County			\$10,000	\$0	\$10,000		
			Task Group 4 Subtotals	\$10,000	\$0	\$10,000		
		Totals		\$66,190	\$4,000	\$70,190		

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ID	Task Name	Start	Finish
1	Project Outreach and Communication Plan	Mon 1/24/22	Fri 2/11/22
2	Develop Plan	Mon 1/24/22	Fri 2/4/22
3	Send Invitations	Mon 2/7/22	Fri 2/11/22
4	Event Data Capture - Other	Tue 2/1/22	
5	Online Portal Data Review	Mon 1/24/22	Mon 1/24/22
6	Community Listening Workshop Preparation 1	Mon 2/7/22	Fri 2/11/22
7	Community Listening Workshop 1	Mon 3/14/22	Fri 3/18/22
8	Community Listening Workshop data review and capture 1	Tue 3/22/22	Mon 4/4/22
9	General Data Capture - BLE data	Tue 2/1/22	Thu 6/30/22
10	Data Collection	Tue 2/1/22	Mon 2/28/22
11	Hydraulic Modeling	Tue 3/1/22	Mon 4/18/22
12	Preliminary Modeling	Tue 3/1/22	Mon 4/18/22
13	Independent QA/QC: General Data	Mon 2/14/22	Fri 4/15/22
14	Pre-modeling coordination meeting with Jo-Co	Mon 2/14/22	Fri 2/18/22
15	In Progress QA/QC checks with Jo-Co	Mon 4/11/22	Fri 4/15/22



Project: 2022004 - KCMO India
Date: Thu 1/20/22

Task: Project Summary, Inactive Task, Inactive Milestone, Inactive Summary

Task: Manual Task, Duration-only, Manual Summary Rollup, Manual Summary

Task: Start-only, Finish-only, External Tasks, External Milestone

Task: Deadline, Progress, Manual Progress

**DESIGN PROFESSIONAL SERVICES
TIFFANY LAKES BANK STABILIZATION
AMENDMENT NO. 2
PROJECT/CONTRACT NO. 82000255/420
WATER SERVICES DEPARTMENT**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Water Resource Solutions, LLC. (Design Professional). The parties amend the Agreement entered into on August 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated August 12, 2021 in the amount of \$5,000.00; and

WHEREAS, the City executed Amendment No. 1, in the amount of \$70,190.00; and

WHEREAS, the City desires execute Amendment No. 2, in the amount of \$87,906.00, to amend the total contract amount to \$163,096.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 2nd Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Agreement is amended as follows:

A. Delete and replace the following section:

- a. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables:

Sec. 4. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is 163,096.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of one hundred sixty thousand and 00/100 dollars (\$160,000.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:

B. Add the attached Attachment A1 to Attachment A.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council or Park Board authorization. Notwithstanding the foregoing, City Council or Park Board authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or the Park Board or (2) a previous ordinance or Resolution authorized amendments without further City Council or Park approval.


Sec. 4. Effectiveness; Date. This amendment will become effective when the City’s Director of Finance has signed it. The date this amendment is signed by the City’s Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party’s signature.

DESIGN PROFESSIONAL


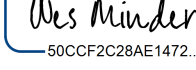
I hereby certify that I have authority to execute this document on behalf of Design Professional

Date: 10/20/2022

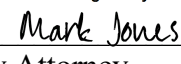
By: 
Title: Donald Baker

KANSAS CITY, MISSOURI

Date: _____

By:  
Title: Brian Hess
smart sewer officer

Approved as to form:


Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

 11/16/2022
Director of Finance (Date)

DESIGN PROFESSIONAL SERVICES
AMENDMENT NO. 3
CONTRACT NO. 420 PROJECT NO. 60820043
STORMWATER ON-CALL ENGINEERING SERVICES (SLBE)
WATER SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Water Resources Solutions, LLC (Design Professional). The parties amend the Agreement entered into on August 12, 2021, as follows:

WHEREAS, City has previously entered into a contract dated August 12, 2021 in the amount of \$5,000.00; an Amendment No. 1 dated March 29, 2022 in the amount of \$70,190.00 for a total contract amount of \$75,190.00; and an Amendment No. 2 dated March 29, 2022 in the amount of \$87,906.00 for a total contract amount of \$163,096.00; and

WHEREAS, City desires to execute an Amendment No. 3, in the amount of \$324,490.00, to amend the total contract amount to \$487,586.00; and

NOW, THEREFORE, in consideration of the payments and mutual agreements contained in this 3rd Amendment, City and Design Professional agree as follows:

Sec. 1. Sections Amended. The Contract is amended as follows:

A. Add the following at the end of Sec. 2.B:

Amendment No. 2 is for engineering services to provide complete final design and construction phase services for the Tiffany Lakes channel improvements, Project No. 82000255, per **Attachments A-3 and C-3**.

B. Add the following attachments:

Attachment A-3, Scope of Services for Amendment No. 3; and
Attachment C-3, Engineering Fee Summary and Project Schedule for Amendment No. 3.
Attachment G, CREO Contract Assurances Addendum

C. Delete and replace the following attachment/section:

- a. Delete Design Professional Services Part II, Standard Terms and Conditions, and replace with the attached Design Professional Services Part II, Standard Terms and Conditions.
- b. Delete Sec. 4, Compensation and Reimbursables, and replace with the following Sec. 4, Compensation and Reimbursables.

Sec. 4. Compensation and Reimbursables.

- A. The amount the City shall pay the Design Professional under this Agreement is \$487,586.00. (There is a NO GUARANTEE minimum and a maximum not-to-exceed of four hundred eighty-seven thousand five hundred eighty-six and 00/100 dollars (\$487,586.00) and the amount of the contract will be adjusted based on the task assignments as amended thereafter.), as follows:
1. Not to exceed \$5,000.00 for general stormwater services requested.
 2. Not to exceed \$70,190.00 for Amendment No. 1.
 3. Not to exceed \$87,906.00 for Amendment No. 2.
 4. Not to exceed \$324,490.00 for Amendment No. 3.
5. For Design Professional services described in the Scope of Services, City shall pay Design Professional compensation amounting to actual salary of personnel for time charges directly to the project, times an approved multiplier. The multiplier to be used shall not exceed 3.04. The Approved Multiplier shall also apply to the Design Professional subcontractors listed in the “Non-Construction Sub-contractors Listing” found in **Attachment F**. A schedule of position classifications and the salary range for each position is included as a part of **Attachments C, C-1, C-2, and C-3**.
3. For tasks exceeding \$2,500.00, an authorized Contract Amendment shall be authorized in accordance with Sec. 2.C. City shall pay to Design Professional for the performance of the Basic Services the actual time of personnel performing such Services plus Reimbursable Expenses that are specifically included in the Contract Amendment, unless otherwise agreed to by both parties to complete the Scope of Services in the Contract Amendments using the Schedule of Hourly Rates attached hereto in **Attachments C, C-1, C-2, and C-3**.
4. A schedule of expenses and position classifications with the billing rate for each position is included as a part of **Attachments C, C-1, C-2, and C-3**. Design Professional and approved subcontractors may negotiate to revise their Schedules of Hourly Rates and Expenses annually and will submit the revised Schedule of Hourly Rates and Expenses to the City each year that this Agreement is in effect. Revisions will only be made after 12 months have passed from the contract execution date or the most recent rate revision. Subject to City approval, the revised Schedule of Hourly Rates and Expenses shall become effective with regard to this Agreement and the Services performed under any particular Contract Amendments on the date the City approved the revised schedule.
5. Actual reasonable expenses incurred by the Design Professional directly related to the Design Professional’s performance under this Agreement will only be allowed as specifically called out in a Contract Amendment.
6. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

- B. Method of Payment. Design Professional shall invoice City monthly setting forth the total effort expended on an hourly basis and all actual reasonable expenses incurred and allowed under this Agreement. Each invoice shall provide the subtotal of the hours and costs invoiced by the Design Professional for each Task Series identified in **Attachments A, A-1, A-2, and A-3** and a sum total of hours and costs for each invoice period. Design Professional shall submit a copy of invoices received from its Subcontractors with labor hours per person, salary rate per person, effective salary multiplier, and direct expenses for each Task Series. Design Professional shall also submit monthly project status report with each monthly invoice containing the information defined in **Attachments A, A-1, A-2, and A-3**. City, upon approving the invoice, shall remit payment.
- C. Condition Precedent to Payment.
1. It shall be a condition precedent to payment of any invoice from Design Professional that Design Professional is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of breach or default by Design Professional, City may withhold payment(s) to Design Professional for the purpose of set off until such time as the exact amount of damages due City from Design Professional may be determined, and
 2. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under Agreement. City is not liable for any obligation incurred by Design Professional except as approved under the provisions of this Agreement.

Sec. 2. Sections not Amended. All other sections of the Agreement shall remain in full force and effect.

Sec. 3. Authorization. If the amount of the original Agreement plus the amount of any amendments to the original Agreement total over \$400,000.00, then this amendment requires City Council authorization. Notwithstanding the foregoing, City Council authorization is not required if (1) the total amount of the original Agreement plus the amount of any amendments to the original Agreement are within ten percent (10%) of the maximum amount authorized by the City Council or (2) a previous ordinance or Resolution authorized amendments without further City Council approval.

Sec. 4. Effectiveness; Date. This amendment will become effective when the City's Director of Finance has signed it. The date this amendment is signed by the City's Director of Finance will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

DESIGN PROFESSIONAL

I hereby certify that I have authority to execute this document on behalf of Design Professional

By:

Date: _____

Title:

KANSAS CITY, MISSOURI

By:

Date: _____

Title:

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance (Date)

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. General Indemnification.

A. For purposes of this Section 1 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. **Design Professional's Agents** means Design Professional's officers, employees, subcontractors, subconsultants, successors, assigns, invitees, and other agents.

3. **City** means City, its Program Manager/Construction Advisor and any of their agents, officials, officers and employees.

B. Design Professional'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 General (not Professional) Liability insurance that Design Professional is required to procure and maintain under this Agreement. Design Professional affirms that it has had the opportunity to recover the costs of the liability insurance required in this Agreement in its contract price.

C. Design Professional 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 Agreement caused in whole or in part by Design Professional or Design Professional's Agents, regardless of whether or not caused in part by an act or omission, including negligence, of City. Design Professional is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Agreement.

E. 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. 2. Indemnification for Professional Negligence.

Design Professional 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 court costs and reasonable attorneys' fees, to the extent caused by any negligent acts, errors, or omissions of the Design Professional, its officers, employees, subconsultants, subcontractors, successors, assigns, invitees and other agents, in the performance of professional services under this Agreement. Design Professional 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 3. Insurance.

A. Design Professional shall procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, Design Professional shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Design Professional Self-Insured Retention.

1. Commercial General Liability Insurance: 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 form CG20 10, current edition or its equivalent

2. Worker's Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability

\$1,000,000 accident with limits of:
\$1,000,000 disease-policy limit
\$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Design Professional owns vehicles, coverage shall be provided on an "any auto" basis. If the Design Professional does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance with limits Per Claim/Annual Aggregate of \$1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Design Professional in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the

care, custody, or control of the Design Professional. If not covered under the Design Professional's liability policy, such "property" coverage of the Agency may be endorsed onto the Design Professional's Cyber Liability Policy as covered property.

If the Design Professional maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Design Professional. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Design Professional shall provide to City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. The Commercial General Liability and Commercial Automobile Liability insurance specified above shall contain a cross-liability or severability of interest clause or endorsement and shall contain a provision or endorsement that the costs of providing the insureds a defense and appeal, including attorneys' fees, as insureds, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's responsibility. Insurance covering the specified additional insureds shall be primary insurance, and all other insurance carried by the additional insureds shall be excess insurance. With respect to Commercial Automobile Liability, Commercial General Liability, and any Umbrella Liability

Insurance, Design Professional shall require its insurance carrier(s) to waive all rights of subrogation against City and its agencies, officials, officers, and employees.

D. All insurance coverage must be written by 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 do business in Missouri.

E. Design Professional's failure to maintain the required insurance coverage will not relieve Design Professional of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Design Professional shall give at least 30 days prior written notice to City. In the event of Design Professional's failure to maintain the required insurance in effect, City may order Design Professional to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

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. 4. Design Standards and Endorsement.

A. Except as otherwise directed in writing by City, in the performance of services under this Agreement, Design Professional shall comply with all design standards required by federal, state, local laws or codes including but not limited to all applicable provisions of:

1. Title II of the 2010 ADA Standards for Accessible Design as amended from time to time;
2. the Clean Air Act(42 U.S.C. 7401 *et seq.* and the Clean Water Act (33 U.S.C. 1251 *et seq.*

3. the Missouri Clean Water Law (Chapter 644 RSMo) together with any accompanying regulation(s) contained in the Missouri Code of State Regulations (CSR Title 10), as well as any implementing permits; and
4. Kansas City Code Sec. 3-71. LEED gold standard.

Design Professional shall notify and explain to City any applicable exceptions under these acts.

B. Design Professional shall use all design standards recognized and used in the industry in the performance of services under this agreement. Design Professional shall endorse all plans and specifications, or estimates, and engineering data furnished under this Agreement if prepared by Design Professional. All subcontractors as appropriate shall endorse their respective plans and specifications, or estimates, and engineering data furnished for the Plan or Project.

C. Design Professional shall monitor quality assurance for their design services and shall revise the design and plans at their own expense in case of error or oversight in design by Design Professional or any subcontractor to Design Professional.

Sec. 5. Copyright and Ownership of Documents.

A. Design Professional shall on its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works and all discoveries, improvements and inventions conceived, reduced to practice or made by Design Professionals or its agents, whether solely or jointly with others, during the term of this Agreement resulting from or related to any work Design Professional or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Design Professional is obligated to disclose

shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Design Professional hereby assigns to City any rights it may have in such copyrightable works. Design Professional shall cooperate with City in obtaining any copyrights or patents.

B. Original documents, including plans, specifications, reports, maps, models and renderings, including electronic media, prepared or obtained under the terms of this Agreement shall be delivered to and become the property of City and basic survey notes, diaries, sketches, charts, computations and other data shall be made available upon request by City without restriction or limitation of their use. There shall be no legal limitations upon City in the subsequent use of the documents or ideas developed in the documents. In the event that any of the documents are reused by City, the nameplates or other identification to the Design Professional will be removed and the Design Professional will be released of subsequent liabilities. In the event that any of the design drawings are reused or modified by City, the name plates or other identification to the Design Professional will be removed.

Sec. 6. 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 Design Professional: (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. 7. Compliance with Laws.

Design Professional shall comply with all federal, state and local laws, ordinances and

regulations applicable to the work and this Agreement. Design Professional shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 8. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Design Professional specifying the effective date of termination, terminate this Agreement, in whole or in part. If this Agreement is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Agreement is terminated prior to Design Professional's completion of services, all work or materials prepared or obtained by Design Professional pursuant to this Agreement shall become City's property.

C. If this Agreement is terminated prior to Design Professional's completion of the services to be performed hereunder, Design Professional shall return to City and sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Agreement. Design Professional shall prepare an accounting of the services performed and money spent by Design Professional up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 9. Default and Remedies.

If Design Professional shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or

invoke any other legal or equitable remedy after giving Design Professional notice and opportunity to correct such default or breach.

Sec. 10. 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 term, covenant or condition. No term, covenant, or condition of this Agreement 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 Design Professional to which the same may apply and, until complete performance by Design Professional of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 11. Acceptance.

No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

Sec. 12. Modification.

Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Sec. 13. Headings; Construction of Agreement.

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the

same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions.

Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 15. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, 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. Design Professional shall maintain and retain all Record 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 Design Professional shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Design Professional in connection with this Agreement shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

Sec. 16. Tax Compliance.

Design Professional 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 Agreement or any Agreement renewal when the total Agreement amount exceeds \$160,000.00. If Design Professional performs work on an Agreement that is for a term longer than one year, the Design Professional 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 Agreement.

Sec. 17. Assignability and Subcontracting.

(a) Assignability. Design Professional shall not assign or transfer any part or all of Design Professional's obligation or interest in this Contract without prior written approval of City. If Design Professional 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 Design Professional from subcontracting as otherwise provided for herein.

(b) Subcontracting. Design Professional shall not subcontract any part or all of Design Professional's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If

Design Professional shall subcontract any part of Design Professional'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 Design Professional of any of its responsibilities under the Contract, and Design Professional 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 Design Professional, 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. Design Professional shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Design Professional's services hereunder.

Sec. 18. Conflicts of Interest.

Design Professional certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Design Professional in this Agreement.

Sec. 19. Conflict of Interest - Certification.

Design Professional certifies that Design Professional is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. 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 Agreement or any subcontract hereto shall be manufactured or produced in the United States whenever possible.

Sec. 21. Independent Contractor.

Design Professional is an independent contractor and is not City's agent. Design Professional has no authority to take any action or execute any documents on behalf of City.

Section 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars(\$5,000.00), Design Professional shall execute and submit an affidavit, in a form prescribed by City, affirming that Design Professional 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). Design Professional shall attach to the affidavit documentation sufficient to establish Design Professional's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Design Professional may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/program/gc_1185221_678150.shtm . For those Design Professionals enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Design Professional will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Design Professional shall submit affidavit and attachments to City prior

to execution of the contract, or at any point during the term of the Contract if requested by City.

Sec. 23. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Design Professional certifies Design Professional 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 Design Professional an exemption.

Sec. 24. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Design Professional employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Design Professional 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. 25. 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. Design Professional shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 26. Non-Discrimination in

Employment. Design Professional 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. Design Professional shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion. Pursuant to Section 38-104, City Code Ordinances, Design Professional 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, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

Notwithstanding, Design Professional 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.

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. 28. Affirmative Action.

If this Contract exceeds \$300,000.00 and Design Professional employs fifty (50) or more people, Design Professional shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 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, Design Professional 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. Design Professional 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 38 of City's Code. CONTRACTOR shall:

a. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Design Professional 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 Design Professional'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, Design Professional does not possess a current certification of compliance, Design Professional 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, Design Professional 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. This is a material term of this Contract.

The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Design Professional fails, refuses or neglects to comply with the provisions of Chapter 38 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 Design Professional may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of the Contract.

Sec. 29. Prevailing Wage. If the Agreement exceeds \$75,000.00 and any of the Services performed by Design Professional 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), Design Professional shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Design Professional shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Design Professional fails to notify the City.

Attachment A

KCMO Indian Creek BLE – Phase I

Draft Scope of Services

Project Understanding

The City of Kansas City, Missouri has entered into an agreement with the Federal Emergency Management Agency to complete a Base Level Engineering (BLE) project for the Indian Creek Watershed in Kansas City. This BLE includes the evaluation of Indian Creek and Dykes Branch. This Scope of Services is based on the Mapping Activity Statement (MAS) dated August 13, 2021, and subsequent discussion with the City of Kansas City and the Missouri State emergency Management Agency.

Water Resources Solutions (Design Professional) is currently completing Phase I of this BLE. Phase I was funded through the existing on-call contract with the Design Professional. The scope of Phase I was to begin the BLE project with information gathering and beginning of the 2-D modeling for Indian Creek.

The Design Professional will complete the following items of the Scope of Services in this second phase of contracting. This scope of services will cover the remaining work required to complete the BLE.

Upon receiving the notice-to-proceed, the Design Professional will provide the services identified in this scope of services. This scope of services covers the services outlined below. Additional services not addressed in this document will be negotiated as an amendment to this contract.

1.0 Event Data Capture - Other

The Design Professional will coordinate and complete outreach for map review and public awareness. The Design Professional will reach out to individual property owners, Homes Associations Neighborhood Associations, and other non-profit community organizations.

- 1.1 The Design Professional will work with the City to develop an Outreach and Communication Plan.
- 1.2 The Design Professional will send out invitations for the Outreach meetings.
- 1.3 The Design Professional will conduct two outreach workshops that will primarily be a listening session for the various stakeholders with regard to the BLE project.

2.0 General Data Capture – BLE Data

The Design Professional will continue the BLE effort in partnership with Johnson County to produce a complete watershed-level BLE effort. It is assumed that the flows entering KCMO will be provided either by Johnson County or KCMO.

- 2.1 The Design Professional will compile the following information as part of the BLE effort:
 - a. Task Documentation
 - b. Correspondence
 - c. Supplemental Data
 - d. Spatial Files
- 2.2 The Design Professional will use the lidar information and other GIS files provided by the Kansas City, Missouri, to create a digital elevation model for the flood inundation area of Indian Creek and Dykes Branch.
- 2.3 The Design Professional will use traditional ground survey to obtain location and elevation information for 20 bridges and culverts. Low opening elevations for 30 buildings will be surveyed to confirm their presence below the base flood elevation of the models. A road profile on top of each bridge and culvert will be surveyed. Hydraulic cross-sections upstream and downstream of each bridge and culvert will be surveyed.
- 2.4 The Design Professional will complete a hydrologic and hydraulic analysis to include the following:
 - a. Rain on grid methodology will be completed for the hydrology using HEC-RAS 6.3 or higher.
 - b. Atlas 14 rainfall data will be used for the hydrology
 - c. The modeling will include 2, 10, 25, 50, 100 and 500-year design storms
 - d. Detailed modeling will be completed for Dykes branch from State Line Road to the confluence with Indian Creek.
 - e. Detailed modeling will be completed for Indian Creek from upstream of State Line Road to the confluence with Blue River.
 - f. Floodplains and floodways for Dykes Branch and Indian Creek will be delineated.
- 2.5 The Design Professional will provide GIS mapping for the following:
 - a. Floodplain mapping files for the 100-year and 500-year floodplains
 - b. Layers depicting the 100-year and 500-year floodplains
 - c. Layers depicting the floodways
 - d. Layers depicting habitable buildings inside the floodplain
 - e. Habitable buildings added to the floodplain compared to the Effective FIRM maps.

- f. Habitable building removed from the floodplain compared to the Effective FIRM maps.
- g. Depth grid
- h. Velocity grid
- i. Water surface elevation grid
- j. Volume grid

3.0 Independent QA/QC: General Data Capture

The Design Professional will coordinate modeling efforts with Johnson County and complete an independent QAQC of the modeling.

- 3.1 The Design Professional will conduct pre-modeling coordination and quarterly in-progress QA/QC checks with Johnson County, Kansas.
- 3.2 The Design Professional will coordinate with an independent QA/QC Mapping Partner to perform an impartial review of the data developed by the Design Professional to ensure it includes data consistent with FEMA standards.
- 3.3 The design professional will develop a Quality Review (QR) checklist to be used by the independent QA/QC Mapping Partner.
- 3.4 Following review by the independent QA/QC Mapping Partner the Design Professional will, if necessary, revise the data developed to ensure it is consistent with FEMA standards.
- 3.5 The Design Professional will provide KC Water the QR checklist and any documents related to independent reviews of General Data Submittals.

4.0 Alternative to Calculate the Flows Incoming From Johnson County

Based on KCMO conversations with FEMA, FEMA will only access models using the Atlas 14 procedure to determine flow rates. Since Johnson County is diverging from this methodology, it is important to obtain these flows as upstream boundary conditions for the KCMO model. These three tasks would be mutually exclusive. Only one of these tasks would need to be performed.

- 4.1 The Design Professional will use the Johnson County HEC-RAS model to compute the flowrates at State Line Road using Atlas 14 and the rain-on-grid-grid methodology.

Indian Creek BLE															
10/26/23	Project Personnel	Principal (WRS)	Senior Engineer (WRS)	Project Manager (WRS)	Project Engineer (WRS)	Engineer IV (WRS)	Engineer III (WRS)	Public Involvement Specialist (WRS)	Technical Editor (WRS)	Administrative (WRS)	Total Hours	Estimated Labor	Total Expenses	Total Subconsultant Costs	Total Cost
	Project Billing Rate	\$275	\$250	\$185	\$185	\$125	\$110	\$185	\$185	\$95					
	Task Group 1 - Event Data Capture - Other														
1.1	Develop Outreach and Communications Plan		8					24			32	\$6,440	\$0	\$0	\$6,440
1.2	Send Outreach Meeting Invitations		2					8		2	12	\$2,170	\$4,000	\$0	\$6,170
1.3	Outreach Meetings	6	16				24	80		16	142	\$24,610	\$4,000	\$0	\$28,610
	Task Group 1 Subtotals	6	26	0	0	0	24	112	0	18	186	\$33,220	\$8,000	\$0	\$41,220
	Task Group 2 -Event Data Capture - BLE Data														
2.1	Compile Information		40				160				200	\$27,600	\$0	\$0	\$27,600
2.2	Digital Elevation Model		80				60				140	\$26,600	\$0	\$0	\$26,600
2.3	Structure Survey		24				20				44	\$8,200	\$6,000	\$60,000	\$74,200
2.4	Hydrologic and Hydraulic Analysis		80				200				280	\$42,000	\$0	\$0	\$42,000
2.5	GIS Mapping		80				260				340	\$48,600	\$500	\$0	\$49,100
	Task Group 2 Subtotals	0	307	0	0	0	700	0	0	0	1004	\$153,000	\$6,500	\$60,000	\$219,500
	Task Group 3 - Independent QAQC: General Data Capture														
3.1	Johnson County Coordination		40								40	\$10,000	\$0	\$0	\$10,000
3.2	Independent Review		16								16	\$4,000	\$5,000	\$50,000	\$59,000
3.3	QR Review		40			40					80	\$15,000	\$0	\$0	\$15,000
3.4	Revisions						120				120	\$13,200	\$0	\$0	\$13,200
3.5	Provide KC Water Data and Reviews		16				80		60	8	164	\$24,660	\$500	\$0	\$25,160
	Task Group 3 Subtotals	0	112	0	0	40	200	0	60	8	420	\$66,860	\$5,500	\$50,000	\$122,360
	Task Group 5 - Alternative for Johnson County Flows														
5.1	HEC-RAS		20				60				80	\$11,600	\$0	\$0	\$11,600
	Task Group 4 Subtotals	0	20	0	0	0	60	0	0	0	80	\$11,600	\$0	\$0	\$11,600
	Totals	6	465	0	0	40	984	112	60	26	1,690	\$264,680	\$20,000	\$110,000	\$394,680

CTP Kansas City, MO
CTP FY21 Project Special Problems Report (SPR)
09/28/2023

Grant Number: EMK-2021-CA-00009

Affected Projects: Kansas City, MO FY21 Indian Creek HUC BLE #22-07-0026S

Description of Problem:

Kansas City, MO has experienced a large staff migration and has lost a CTP Project Manager. This project was placed on-hold until a path forward could be determined. Now, a new CTP Project Manager has been identified and is learning the Risk MAP program and this grant.

Also, the City used an on-call contract mechanism that has limited capacity in funding amount. Thus, Contract Amendment must be used to encompass the entire grant's Indian Creek and Dykes Branch BLE scope of work. With the new CTP Project Manager in place and the level of work determined to finish this BLE project, we have a new Contract Amendment in place and are ready to finish our CTP Mapping Activity Statement (MAS) award grant's scope of work.

Proposed Solution Description: (if applicable attach an Earned Value Management report with proposed changes in added column i.e., "Revised Budget" or "Revised Baseline End Date")

This SPR is designed to align our City Contract Amendment with Consultant WRS to our FY2021 CTP MAS award . All the BLE data will be uploaded to the MIP using the proposed reviewed budget and baseline dates as listed below. This ensures the work will be completed by the grant end deadline of 9/30/2024.

MIP Task Name	City Task Name	Revised Budget	Revised Baseline Start	Revised Baseline End
Outreach - Event Data Capture	Outreach and Communication Plan	\$41,220	10/02/2023	12/19/2023
General: Hydraulics & Hydrology Data Capture Johnson County Indian & Dykes Cr. Coordination Efforts (Upstream Flows)	Johnson County Coordination (Indian & Dykes Cr.)	\$10,000	12/01/2022	08/02/2023
General : BLE Base map & Compilation of Data and Information (AS builds, Orthos, models, and data sources)	General Data Capture – BLE data	\$27,600	01/03/2022	12/29/2023
General: BLE Existing Topo Data Capture (2018 LiDAR, 2pts per meter, 17.6 cm vertical accuracy)	Digital Elevation Model General Data Capture – BLE Data	\$26,600	01/03/2022	12/29/2023
General: BLE Survey Data Capture and Information Compilation	Structure Survey Data Collection	\$74,200	01/03/2022	12/29/2023
General: Hydraulics & Hydrology Data Capture (Hec-Ras Vers. 6.4.1) (Uses JOCO revised Hydrology)(Internal QR Review, WRS Revisions then City Review and Revisions as needed.	Preliminary Modeling Final Modeling QR Revisions Post QA/QC	\$106,960	01/01/2024	09/13/2024
General: Independent QA/QC: BLE – 03	General: Independent QA/QC: BLE – 03	\$59,000	04/22/2024	05/31/2024
General: Floodplain Mapping Data Capture	General: Floodplain Mapping Data Capture	\$23,700	06/17/2024	09/13/2024
Draft Firm Database Capture (2D deliverables)	Draft FIRM Database Capture, revisions and review including 2D deliverables	\$25,400	06/17/2024	09/13/2024
Total		\$394,680	01/03/2022	9/30/2024

Status of Work Completed to Date:

MIP Task Name	Status of Work Completed
Outreach - Event Data Capture and Jonson County Coordination	Historically through SEMA, not possible, now contracted in BLE. JOCO Coordination is 90% Complete and the latest existing JOCO Indian BLE model in Hec-Ras 2D 5.9x and its as is flows have been provided to WRS, though JOCO plans to try and change these via ATLAS 14 improvements. Outreach is 0% complete, Overall: 26% Complete
General: BLE Existing Topo Data Capture	2018 LiDAR/Topo/DEM collected, Work with relating to Hydraulics not done. 60% Complete
General: BLE Base map	2022 4" Ortho collected, work with related to Base map not done. 60% Complete
General: BLE Survey Data Capture	Survey State Line through Wornall Bridge in USACE work for Physical Model is Completed Leverage. The \$60,000 is for the uncomplete non-leverage with USACE in prior contract for Survey and does not include completed survey for Physical model. Non-Physical Model complete 0% Complete
General: Hydraulics & Hydrology Data Capture	USACE work by former contract for 2D Hec-Ras is completed leverage to this effort. Remaining modeling for Hydrology, Hydraulics is 0% Complete
General: Floodplain Mapping Data Capture	0% complete
General: BLE Data	0% complete
General: Independent QA/QC: BLE - 03	0% complete
Draft FIRM Database Capture	0% complete

For the BLE work, most of the work will use General Data Capture tasks with the appropriate BLE Base Map, Survey, Hydrology, Floodplain Mapping and a BLE data capture task using Hec-Ras 6.4.1 2D for Hydrology and Hydraulics, with Final Johnson County, Hec-Ras 2D vers. 5.9x Hydraulics (and hydrology by Mesh) at state line for Dykes Branch, Indian and Tomahawk Cr. A true Hydraulics Data Capture task will deliver all BLE models, engineering reports, and supporting data.

The BLE will be produced through high-resolution ground elevation data using 2018 and/or 2020 LiDAR and modeling technology advancements using 2D Hec-Ras vers. 6.4.1., field survey and as built to create accurate engineering models and flood hazard data. Indian from State Line to just upstream of Center Middle School has been completed, calibrated and validated using a USCAE Physical model. This model will be tied to the now provided Johnsn county Hec-Ras 2D vers. 5.9x model and the remainder of Dykes Branch and Indian Cr. within KCMO completed with all necessary survey, as built, raster, Lidar.

For BLE project, the Draft FIRM Database task will only have the following schema delivered.

FIRM Table Name	Table Type	Table Description	Further Details
S_BFE	Spatial	Location and attributes for Base Flood Elevations lines shown on FIRM.	Either the BFE or XS table must be submitted to provided water surface elevations
S_Fld_Haz_Ar	Spatial	Location and attributes for flood insurance risk zones on the FIRM.	Required
S_Fld_Haz_Ln	Spatial	Location and attributes for boundaries of flood insurance risk zones on the FIRM.	Required
S_Gen_Struct	Spatial	Location and attributes for flood control structures shown on the flood profile and FIRM.	Not required
S_Levee	Spatial	The centerline location of the levee system comprised of embankments, floodwalls, and closure structures designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to reduce flood hazards from temporary flooding.	Not required
S_Profil_Basln	Spatial	Location and attributes for profile baseline and stream centerline features for the Flood Risk Project area.	Not required
S_Submittal_Info	Spatial	Location of areas updated in this Flood Risk Project along with attributes associated with each submittal.	Required


FIRM Table Name	Table Type	Table Description	Further Details
S_XS	Spatial	Location and attributes for cross section lines in the area covered by the FIRM. This layer must contain all cross sections in a model, not just the lettered cross sections.	Either the BFE or XS table must be submitted to provided water surface elevations
L_XS_Elev	Lookup	Information about the hydraulic model at each mapped cross section and those cross sections referenced in the <u>FIS Report</u> Floodway Data Tables. This table is used to generate the Floodway Data Tables and contains lettered cross sections.	Not required

Payment for 2D BLE deliverables will be provided as noted within the City of Kansas City, MO, amended contract with WRS as shown within this SPR.

Representative Name/Title:

James Walton, P.E. / registered engineer

CTP Representative Signature/Date: 09/28/2023



FEMA PM Name:

Dawn Livingston

FEMA PM Signature/Date:

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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.

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, recentness 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.

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).

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,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

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.

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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.

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.

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.