



Project Number-80002439
FAC South Water Supply Resiliency

CREO Document Upload:#1

Subject: CUP/LOI Document Upload | Contract WSD9785
Initiator: Walton, Leona
Date Created: 03.26.2024 03:24PM
Department: Water Services

Process Information

Document Type: CUP/LOI
Date Submitted: 03.26.2024
Date Received: 04.18.2024
Contract Number: WSD9785
Prime Contractor: HDR ENGINEERING INC
Amount of Project: 4619205.00
%MBE 14
%WBE 14
%DBE

Special Instructions:

CREO staff: Please update your records to reflect a change to the project name. It's now to be called South Water Supply Resiliency Water Treatment Plant.

Contractor Utilization Plan Approval Form

Prepared by: Leona Walton

e-Builder users: Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Date: 4/18/24

| | |
|---|---|
| Contract/Project Number: 9785/80002439 | Project Name: South Water Supply Resiliency Water Treatment Plant |
| Developer/Prime: HDR Engineering, Inc. | Contact Name: Ryan Saffels, P.E. |
| Address: 10450 Holmes Road, Suite 600, KCMO 64131 | Email: Ryan.Saffels@hdrinc.com |

Full Contract Value: \$ 4,619,205.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Construction Employment Program: Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.
 NO: Workforce hours are less than 800 and project cost is less than \$300,000.

| Contract Goals: | Contractor Utilization Plan Achievement: |
|----------------------------|--|
| Self-Perform: ____% | Self-Perform: ____% |
| MBE: <u>14</u> % | MBE: <u>14</u> % |
| WBE: <u>14</u> % | WBE: <u>14</u> % |
| Non-certified firms: ____% | Non-certified firms: ____% |

Contract Type (select one): Construction Design-Build Design Professional Professional Services
 General Services Facilities Maintenance/Repair/Renovation Concessions Co-operative
 Revenue Sharing Non-Municipal Agency Other Goods & Services Other _____

Project Manager: Isaac Garlington Email: Isaac.Garlington@kcmo.org

Additional Information:
 CREO staff: Please update your records to reflect a change to the project name. It's now to be called South Water Supply Resiliency Water Treatment Plant.

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Contractor Utilization Plan is:
 Approved Disapproved

14 % MBE 14 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:
 Approved Disapproved Not Applicable

Appeal Sent to FICB or Incentive Agency? Yes _____ FICB _____ Incentive Agency No

CREO Signature: Mark Runge Date: 4/22/2024

Comments:



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



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.

Inter-Departmental Communication

Date: April 22, 2024

To: Councilman Kevin O'Neill; Chair; Transportation, Infrastructure & Operations Committee

From Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #:

CONTRACTOR: HDR Engineering, Inc.
Address: 10450 Holmes Rd., Suite 600
Kansas City, MO 64131
Contract # 9785 / 80002439 – South Water Supply
Resiliency Water Treatment Plant
Contract Amount: \$4,619,205.00
MBE Goal: 14%
WBE Goal: 14%
Total MBE Achieved: 14%
Total WBE Achieved: 14%

MBE SUBCONTRACTORS:
Name: Hg Consult, Inc.
Address: 7733 N. Wallace Ave.
Kansas City, MO 64158
Scope of Work: Design Assistance
Subcontract Amount: \$84,896
Ownership: Harrison, Earl Jr.
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:
Name: Parson & Associates, LLC
Address: 1518 E. 18th St.
Kansas City, MO 64108
Scope of Work: Communications / Public Involvement
Subcontract Amount: \$164,314
Ownership: Parson, R. Jason
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:

Name: Taliaferro & Browne, Inc.
Address: 1020 E. 8th St.
Kansas City, MO 64106
Scope of Work: Surveying / Design Assistance
Subcontract Amount: \$344,117
Ownership: Andebrhan, Hagos
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:

Name: Tech Services to Go, Inc. dba TSi Geotechnical
Address: 8248 NW 101st Terrace, #5
Kansas City, MO 64153
Scope of Work: Geotechnical Services
Subcontract Amount: \$52,033
Ownership: Hervey, Denise
Structure: African-American Female Code: 19

WBE SUBCONTRACTORS:

Name: Environmental Advisors & Engineers, Inc.
Address: 19211 W. 64th Terrace
Shawnee, KS 66214
Scope of Work: Environmental / Architectural Engineering /
Envision
Subcontract Amount: \$426,778
Ownership: Biesma, Jill
Structure: Caucasian Female Code: 27

WBE SUBCONTRACTORS:

Name: KMB Engineering, LLC
Address: 11412 W. 114th St.
Overland Park, KS 66210
Scope of Work: Electrical / Controls Engineering
Subcontract Amount: \$216,374
Ownership: Buechler, Kathleen
Structure: Caucasian Female Code: 27

Comments:
