

Interdepartmental Communication

DATE: June 21, 2023

TO: Edwina Jones, Interim Director, Civil Rights and Equal Opportunity

FROM: Leona Walton, General Services Department Procurement Division

SUBJECT: **Contract /Project No. 23002-1 / 60800043 – Water Treatment Plant Basin Cleaning, Renewal No. 1**

Environmental Works, Inc. is recommend by KC Water for this 1st renewal. The contractor intend to move forward with this renewal using the same subcontractors as used on the original contract (under Contract No. 23002). Updated Letters of Intent are included with this submittal for the renewal.

We recommend the City move forward to renew this contract with Environmental Works, Inc. for Renewal No. 1 with a contract amount of \$799,500.00.

- The goals are set at 11% MBE and 11% WBE.
- Currently, Environmental Works' utilization is MBE 8.573% and WBE 8.459% (B2G compliance information through June 21, 2023).
- Renewal No. 1 will require City Council approval.

The contract renewal information is available upon request.

Approved:  7/6/2023
6AEFC964B03641A
(CREO Dept. – Interim Director)

cc: Jason Wright, Project Manager

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form**

Date:
Form Prepared By:

Contract/Project Number: 23002-1/60800043	Project Name: Water Treatment Plant Basin Cleaning, Renewal No. 1
Developer/Prime: Environmental Works, Inc.	Contact Information: Steve Fitzgerald/sfitzgerald@environmentalworks.com/816-285-8410
Final Contract Value: \$799,500.00	Project Manager: Jason Wright/jason.wright@kcmo.org/816-513-4772

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

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

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

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.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <u>yes</u>	Ch. 38: <u>yes</u>
RSMo 213: <u>yes</u>	Title VI: <u>yes</u>
MWDBE: <u>yes</u>	Prevailing Wage and Labor Standards: <u>n/a</u>
SLBE: <u>n/a</u>	RSMo 34 Anti-Discrimination Against Israel: <u>yes</u>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

Contractor and project manager's contact information is on the upper right of this form.

This is renewal 1 to Contract No. 23002.

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 Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Mark Runge Date: 7/6/2023

DocuSigned by: 6AFEC964B03641A...

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,

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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

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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: June 27, 2023

To: Mayor Quinton Lucas; Chair;; Transportation, Infrastructure & Operations Committee

From: Edwina Jones; Interim Director: Civil Rights & Equal Opportunity Department

Subject: CUP Summary for Renewal 1 #:

CONTRACTOR: Environmental Works, Inc
Address: 1455 E. Chestnut Trafficway
Springfield, MO 65802
Contract # 23002 / 60800043 - Water Treatment Plant
Basin Cleaning, Renewal 1
Amount: \$799,500.00
MBE Goal 11%
WBE Goal: 11%
Total MBE Achieved: 11%
Total WBE Achieved: 11%

MBE SUBCONTRACTORS:

Name: Wrightway Pressure Washing, Inc
Address: 7000 E 70th St.
Kansas City, MO 64133
Scope of Work: Pressure Washing
Contract Percentage: 5%
Ownership: Larry Wright
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:

Name: One Way Cleaning Company, Inc
Address: 13010 2nd St.
Grandview, MO 64030
Scope of Work: Cleaning Services
Contract Percentage:: 6%
Ownership: Manuel Giron
Structure: Hispanic-American Male Code: 02

WBE SUBCONTRACTORS:

Name: A Clean Slate, LLC
Address: 3200 Wayne Ave., Suite 220
Kansas City, MO 64109
Scope of Work: Cleaning Services
Contract Percentage: 11%
Ownership: Carol Taylor
Structure: African-American Female Code: 23

Comments:

According to the prime contractor they are currently achieving the following participation on the original contract:

Dollars paid to prime contractor by City to date: \$552,050
Dollars paid to MBEs by prime contractor to date: \$74,273 for 13.5%% MBE.
Dollars paid to WBEs by prime contractor to date: \$56,369 for 10.2% WBE.

Note: Some payments to MBE/WBEs have not yet been reported in B2G.