

## GENERAL SERVICES CONTRACT

**CONTRACT NO. 23002-1 / PROJECT NO. 60800043 – WATER TREATMENT PLANT BASIN  
CLEANING, RENEWAL NO. 1**

### WATER SERVICES DEPARTMENT

THIS CONTRACT is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and **Environmental Works, Inc.** (Contractor), whereby Contractor shall provide Water Treatment Plant Basin Cleaning services to the City in accordance with the terms and conditions contained in this contract.

## PART I

### SPECIAL TERMS AND CONDITIONS

**Sec. 1. Work to be Performed.** Contractor shall perform the work and supply the goods, equipment or services specified in **Attachment 1**, Specification/Scope of Work and any addenda thereto attached hereto and incorporated into this Contract.

**Sec. 2. Term of Contract.**

The work to be performed under this contract shall begin on the date specified in the written Notice to Proceed issued by the Director of Water Services. The work shall be completed within 365 calendar days thereafter.

The Director is authorized to extend the term of this contract and time of performance for this contract for up to four (4) one-year increments.

**Sec. 3. Compensation.**

- A. The maximum amount that City shall pay Contractor under this Contract is **\$799,500.00**. Contractor shall provide all work at the prices contained in Contractor's Bid Form that is incorporated herein by reference.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: **The contractor may bill the city at the completion, and acceptance of work performed, of each train (three basins per train), a total of twelve separate payments.**
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

- E. No request for payment will be processed unless it is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted to the City's Human Relations Department.
- F. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

**Sec. 4. Notices.** All notices required by this Contract shall be in writing sent to the following:

**City:**

Kansas City, Missouri Water Services Department  
Director: Wes Minder  
Address: 4800 E. 63<sup>rd</sup> Street, Kansas City, MO 64130  
Phone: (816) 513-0504 E-mail address: wes.minder@kcmo.org

**Contractor:**

Contractor's Legal Name: Environmental Works, Inc.  
Contact: Steve Fitzgerald  
1731 Locust Street, Kansas City, MO 64108  
Phone: 816-285-8410 E-mail address: sfitzgerald@environmentalworks.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 business days after the date of mailing, whichever is earlier.

**Sec. 5. Merger.** This Contract 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 Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

**Sec. 6. Conflict Between Contract Parts.** In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

**Sec. 7. Attachments to Part I.** The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

- Attachment 1 – Scope of Services/Site Map
- Attachment 2 – Bid Form with Unit Price Form
- Attachment 3 – Reserved
- Attachment 4 – Bonds
  - 1. Payment Bond Form
  - 2. Performance Bond Form
- Attachment 5 – Tax Exemption Forms
  - 1. 00560 Missouri Dept.of Revenue Form 5060 Project Exemption
  - 2. 00560.01 KCMO Tax Exemption Certificate for City
- Attachment 6 – CREO KC Forms
  - 1. Contractor Utilization Plan/Request for Waiver
  - 2. Letter of Intent to Subcontract
  - 3. Timetable for MBE/WBE Utilization

5. Request for Modification or Substitution
6. Contractors Affidavit for Final Payment
7. Subcontractors Affidavit for Final Payment

Attachment 7 – Employee Eligibility Verification Affidavit

Attachment 8 – Non-Construction Application for Payment

Attachment 9 – CREO KC Affirmative Action Program Affidavit

Attachment 10 – Non-Construction Subcontractors Listing

Attachment 11 -- CREO Contract Assurances Addendum

**Sec. 8. Responsibilities of City.** City shall:

1. Make the respective basin train available for cleaning.
2. Perform lock-out tag-out of equipment.
3. Owner will operate all drain valves and gates.
4. Owner to wash fiberglass wheels.
5. Inspect quality of work performed.
6. Insure availability of water used in basin washing.
7. Refill basin train.

**Sec. 9. Minority and Women’s Business Enterprises.** City is committed to ensuring that minority and women’s business enterprises (M/WBE) participate to the maximum extent possible in the performance of City contracts. Contractor agrees to comply with all requirements of City’s M/WBE Program as enacted in City’s Code Sections 3-421 through 3-469 and as hereinafter amended. Contractor shall make its best faith efforts in carrying out this policy by implementing its contractor utilization plan, which is incorporated herein as part of the Bid Form. If Contractor fails to achieve the M/WBE goals stated in its contractor utilization plan, as amended, the City will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this contractor utilization plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the Contractor’s payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City’s Civil Rights & Equal Opportunity Department, unless the Director determines that the Contractor acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the Contractor, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

**Sec. 10. Bonds and Surety.** Contractor shall furnish a **Payment Bond** and **Performance Bond** to City on City furnished forms, executed by a Surety, in the amount of this Contract guaranteeing Contractor’s faithful performance of each and every term of this Contract and all authorized changes thereto and guaranteeing the services and work against faulty workmanship and faulty materials for the period of time as prescribed by the Bond. Surety must:

- A. Be approved by City’s Finance Department; and
- B. Be qualified to issue bonds at amounts specified in the Department of the Treasury Circular 570; and
- C. Be licensed by the State of Missouri to do business in the State of Missouri; and
- D. Retain an A.M. Best rating of “B+, Class V” for Bonds in excess of \$200,000.

**THIS CONTRACT CONTAINS AN INDEMNIFICATION PROVISION**

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify): \_\_\_\_\_

**CONTRACTOR**

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Affix Corporate Seal)

**KANSAS CITY, MISSOURI**

By: \_\_\_\_\_

Title: Director of Water Services

Date: \_\_\_\_\_

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  
GENERAL SERVICES CONTRACT  
STANDARD TERMS AND CONDITIONS**

**Sec. 1. General Indemnification.**

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City, its Agencies, its agents, officials, officers and employees.

B. Contractor's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official

immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 2. Insurance.**

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

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

2. Workers' 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 Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "each accident" basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

B. The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the services performed under

this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required coverage 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. All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

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

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 and by law.

### **Sec. 3. Bonds.**

A. If the Scope of Work requires Contractor to furnish a Payment Bond and Performance Bond or Performance and Maintenance Bond (collectively hereinafter the Bonds), Contractor shall furnish such Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract. These Bonds shall remain in effect at least until one (1)

year after the date when final payment of the Contract becomes due.

B. All Bonds shall be in the form prescribed by the City, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. The Surety must:

1. Be licensed by the State of Missouri to issue bonds in the State of Missouri; and
2. Retain an A.M. Best rating of "B+, Class V" for Bonds in excess of \$200,000.

D. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of this Section, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

### **Sec. 4. Independent Contractor.**

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

**Sec. 5. Term of Contract.** This Contract shall not be a legally binding document until the latest date that all of the following occur: (1) the Bid Form/Contract is signed by all parties; (2) the Bid Form/Contract is approved as to form by the City Law Department; (3) availability of any City funds is certified by the City's Director of Finance; and (4) if required, the effective date of any ordinance passed by the City Council or resolution passed by the Park Board. This Contract shall end one year later unless a different term of contract is specified in the Scope of Work. The Director is authorized to enter into an amendment to extend the term

of this Contract and time of performance for this Contract.

**Sec. 6. Payment.**

It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all provisions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

Contractor agrees that the City will not process Contractor's request for payment unless the City determines Contractor's request for payment is in proper form, correctly computed, and properly payable under the provisions of this Contract.

Contractor shall be paid monthly unless a different payment schedule is specified in the Scope of Work.

**Sec. 7. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

**Sec. 8. Compliance with Laws.** Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

**Sec. 9. City's Right to Terminate for Convenience.**

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part.

B. If City terminates this Contract, City shall only be liable for payment for services rendered before the effective date of termination. Contractor shall prepare an

accounting of the services performed and direct costs incurred by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of the effective date of termination. All work or materials prepared or obtained by Contractor pursuant to this Contract shall become City's property.

C. Contractor agrees it has no right to terminate this Contract for convenience.

**Sec. 10. Default and Remedies.**

If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor seven (7) days written notice and opportunity to cure such default or breach.

If City shall be in default or breach of any provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City fifteen (15) days written notice and opportunity to cure such default or breach.

**Sec. 11. Waiver or Modification.**

A. Except as specifically provided in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

B. If the City shall waive any provision of this Contract, it shall not operate as the City's waiver of the Contractor's subsequent breach or noncompliance with the provision. City shall be entitled to invoke any contractual or legal remedy available to City despite any of the City's previous waiver(s) of the Contractor's breach or noncompliance with the Contract provisions.

**Sec. 12. Headings; Construction of Contract.** The headings of each section of this Contract are for reference only. Unless the context of this Contract 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. 13. Severability of Provisions.**

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. If any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract 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 Contract 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. 14. 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. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

**Sec. 15. 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:

1. 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.

2. 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 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 calendar years.

3. 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.

4. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if,



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

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

**Sec. 16. Minority and Women's Business Enterprises.** City is committed to ensuring that minority and women's business enterprises (MBEs/WBEs) participate to the maximum extent possible in City contracts. If this Contract contained DBE or MBE and/or WBE goals, Contractor certifies that it shall implement its Contractor Utilization Plan, which is incorporated herein as part of the Bid Form/Contract. Contractor shall comply with all of the requirements imposed by the City's HRD (CREO) Forms and Instructions for Non-Construction Bids and its Contractor Utilization Plan. Contractor's compliance with this Section is a material part of this Contract.

**Sec. 17. Tax Compliance.** If the Contract Price exceeds \$150,000.00, Contractor shall provide proof of compliance with the City's Business License and Earnings and Profits Tax ordinances (City taxes) from the City's Commissioner of Revenue. Contractor's proof of compliance with City taxes is a precondition to the City making the first payment under this Contract and any contract renewal.

**Sec. 18. City's Buy American and Missouri Preference Policies.** It is the

policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

**Sec. 19. Assignability & Subcontracting.**

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all

requirements of this Contract in performing Contractor's services hereunder.

**Sec. 20. Conflicts of Interest.**

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, 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 Contractor in this Contract.

**Sec. 21. Rules of Contract Construction.**

City and Contractor agree that this Contract shall be construed without regard to any presumption or other rule requiring construction of the Contract against the party causing the contract to be drafted.

**Sec. 22. Reports.** Contractor shall provide City detailed reports of actual Contract usage by contract category each quarter and annually at no cost to the City.

**Sec. 23. Notices.** All notices required by this Contract shall be in writing sent by facsimile, regular U.S. mail, postage prepaid or commercial overnight courier to the person and address listed on the Bid Form/Contract if to the Contractor and to the City person and address listed on the Acceptance of Bid portion of the Bid Form/Contract. All notices are effective on the date facsimiled, mailed or deposited with courier.

**Sec. 24. Extension of Contract Term.** City shall have a unilateral right to extend the term of this Contract beyond the expiration of the initial contract term and all contract renewal terms until the City has executed a new contract.

**Section 25. Employee Eligibility Verification.**

If this contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not

knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security(E-Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986.

Contractor may obtain additional information about E-Verify and enroll at [www.dhs.gov/xprevprot/program/gc\\_1185221678150shtm](http://www.dhs.gov/xprevprot/program/gc_1185221678150shtm) . For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling ion the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the 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. 26. 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 \$13.75 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. 27. 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.

# ATTACHMENT 1 - SCOPE OF SERVICES/SITE MAP

## ATTACHMENT 1– SCOPE OF SERVICES

### CONTRACT NO. 23002/PROJECT NO. 60800043 – WATER TREATMENT PLANT BASIN CLEANING

The Water Supply Division (WSD) is accepting bids to perform basin cleaning services for all Primary, Secondary, and Final; Basins, Chambers, and Tunnels (i.e. Flumes) at our Water Treatment Plant (WTP). Successful bidder must be an approved Vendor to City of Kansas City, Missouri. Contact Steve M. Jones at (816) 513-7151.

Each Contractor shall provide detailed pricing for each basin, chamber and tunnel (i.e. flume) listed. WSD will determine the order of execution. Two trains out of six must be completed within a seven-week period. All six trains within eleven-weeks.

WSD will assist the successful Contractor as needed in drawing down the appropriate basin, chamber, or tunnel as required to coordinate the Contractor's efforts. Each train will be scheduled and completed in a timely manner.

All locations are provided here. Successful Contractor agrees to provide all labor, equipment, and materials needed to complete the following:

#### Chemical Drops

Chemical builds up in the outside of the pipes and need to be cleaned thoroughly.

#### Primary Basins

Washdown all walls and floor to bare concrete. Wash floor and walls of weir troughs to bare concrete. Secure all cleanout plates when cleaning is complete.

Wash all mechanical equipment down to the protective coating and remove all lime residuals.

Metal "V-notch" weirs shall be cleaned to protective coating.

Washdown fiberglass baffle walls. (i.e., Fragile) Remove organic growth (i.e., plants)

Flush all liquid debris down the basin drains, filtering out chunks of solids that could plug the drainpipe. Debris cannot exceed 2-inches.

#### Primary Flumes

Pressure Wash all six (6) Parshall Flume inserts at the tunnel to bare clean metal.

Wash walls and floors to bare concrete. Flush all debris out into the flocculation portion of the Secondary Basins

#### Secondary Flumes (i.e. Tunnels)

Wash walls and floors to bare concrete. Flush all debris out into the flocculation portion of the Secondary Basins. Metal plate drain for this area will be removed and reinstalled with a new gasket supplied by Owner.

#### Secondary Basins

Wash all floors and walls to bare concrete.

**Washing of the remaining fiberglass wheels will be done by Owner.** Metal wheels and supply air lines underneath the wheels shall be washed by the Contractor.

Wash all flocculation paddles and shafts removing all lime residual: flush into drains

Wash down baffleboard walls in the flocculation area.

Wash down all walls and floors of the clarifier section to bare concrete and flush residuals into the drains.

Wash Clarifier equipment down to protective coating, removing all lime residuals.

Wash the settling section down to bare concrete, flushing all residuals into the drains, filtering out chunks of solids that could plug the drainpipe. Debris cannot exceed 2-inches.

Wash metal structures to protective coating; weir troughs are to be pressure washed with care, removing lime residuals. (Nondestructive washing required.)

Wash top sides of weir troughs (i.e., teeth) to protective coating; flush out insides of all weir troughs.

### Secondary Effluent Chamber

Wash floors and walls to bare concrete.

Mechanically clean and pressure wash clean sluice gates, tracks, and shaft to clean metal; operate gates to assure clean fit has been accomplished. Metal plate drain for this area will be removed and reinstalled with a new gasket supplied by Owner.

### Diffuser Basins (i.e., Recarbonation)

Wash all walls and floor to bare concrete. Flush all debris into the final basin drains. Diffuser pads will be replaced by Owner.

### Final Influent Chamber (i.e., Tunnels)

Wash walls and floor to bare concrete.

In Final Basins 3, North and South, power wash influent sluice gates, tracks, and shaft to clean metal; operate gates to assure clean fit has been accomplished.

### Final Basins

Wash walls, floor, windows, and exits to bare concrete.

Wash all metal and protective coating removing lime residuals. Flush into drains.

Wash the flocculation paddles, shafts to metal, and wood paddles with low pressure washing.

At Final Basins, wash the baffle walls.

At Final Basins, wash down the sluice gates and tracks to clean metal.

**Washing of the remaining fiberglass wheels will be done by Owner.** Metal wheels and supply air lines underneath the wheels must be washed by the Contractor.

### Effluent Chamber – (Under “C” House)

Wash walls, floor and exists to bare concrete.

Clean influent sluice gates, tracks, and shaft to clean metal.

## Notes

Contractor must provide all equipment necessary to perform said work as well as all appropriate personal protective equipment (PPE) for all personnel in this work.

Do not use high pressure on wood or fiberglass baffles or walls or rubber gaskets on Final Basin 3 launders. (Fiberglass air wheels are Owner responsibility.)

Some areas will require an impact hammer device. Owner will provide water and guidance to Contractor for work involved.

Some debris may require bucketing out if larger than 2-inches for the drains. Contractor is required to keep all drains open and free flowing throughout the cleaning process.

Contractor is responsible for removal of all debris from open channel flumes. Debris must be hauled and disposed of in a properly licensed location.

Contractor is allowed eleven (11) consecutive weeks to complete all six trains to Owner satisfaction. Owner's Project Mngr. will coordinate when cleaning occurs.

Owner will start turning a basin at a time over to Contractor. Starting the week following St. Patrick Day for eleven (11) consecutive weeks; and the week after Labor Day for eleven (11) consecutive weeks. Owner reserves the right to delay cleaning start due to seasonal water demands.

Each treatment train is an individual treatment system. Only one train will be down for cleaning at a time. The Owner determines the order of the cleaning operation. Either from East to West or from West to East.

Any damage identified to Contractor's cleaning efforts will be the sole responsibility of the Contractor, to make Owner approved repairs. Contractor will report any damages or issues to any basin equipment or structure. Any rework required will be at Contractor's Expense, and Contractor will not be allowed to invoice any respective train completed until approval is received from Owner.

All treatment trains have their respective primary, secondary, and final basins in sequence; except for Primary 1 and Primary 2.

Primary 2 flows to Secondary and Final Basin 1A,

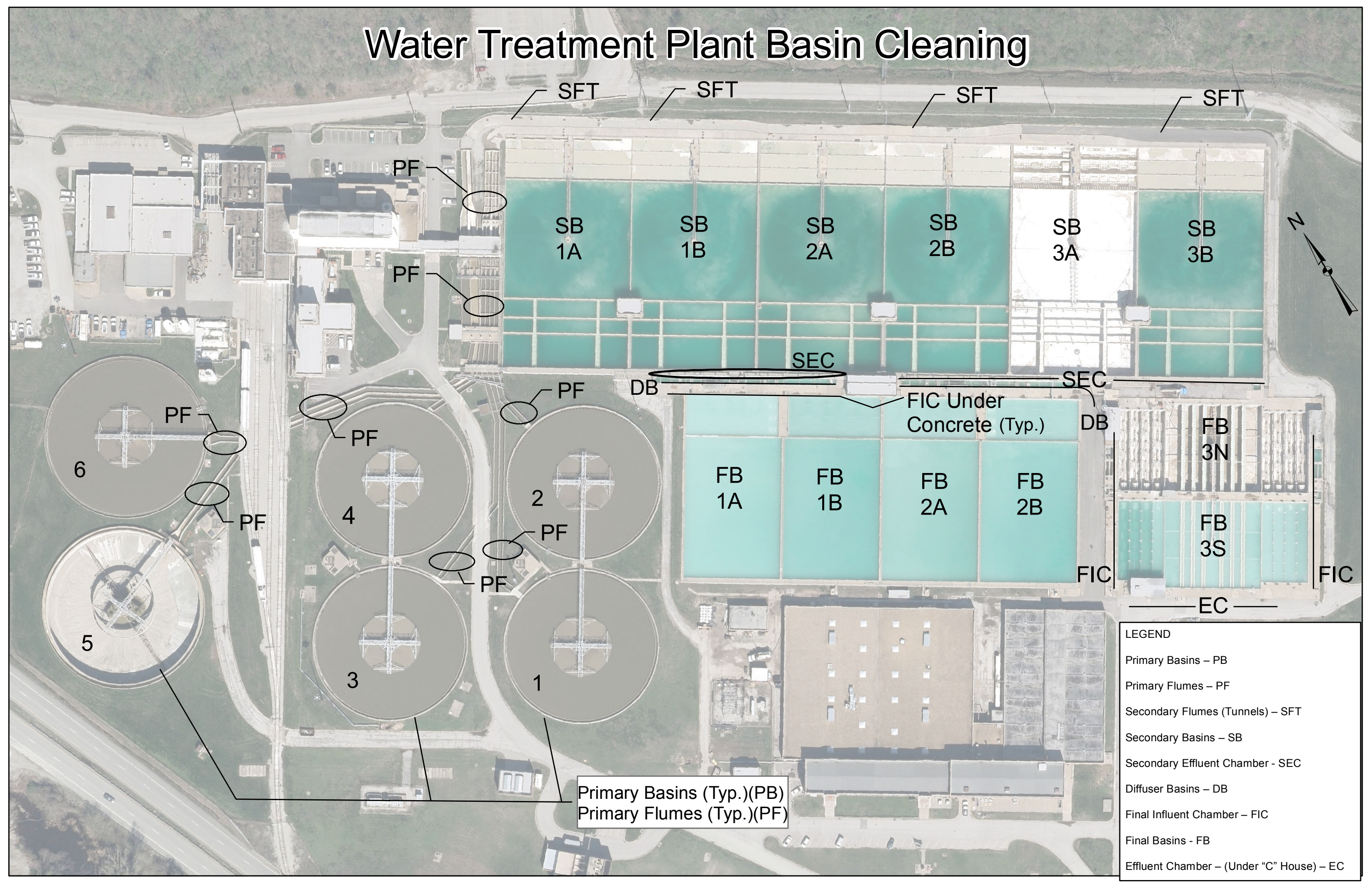
Primary 1 flows to Secondary and Final Basin 1B,



Primary 3 flows to Secondary and Final 2A,  
Primary 4 flows to Secondary and Final 2B,  
Primary 5 flows to Secondary 3A and Final 3N,  
Primary 6 flows to Secondary 3B and Final 3S



# Water Treatment Plant Basin Cleaning



Primary Basins (Typ.)(PB)  
Primary Flumes (Typ.)(PF)

- LEGEND**
- Primary Basins – PB
  - Primary Flumes – PF
  - Secondary Flumes (Tunnels) – SFT
  - Secondary Basins – SB
  - Secondary Effluent Chamber - SEC
  - Diffuser Basins – DB
  - Final Influent Chamber – FIC
  - Final Basins - FB
  - Effluent Chamber – (Under “C” House) – EC



ATTACHMENT 2 – BID FORM WITH UNIT PRICE FORM



# GENERAL SERVICES CONTRACT BID FORM

**Contract No.:** 22003-1

**Project No.:** 60800043

**Contract Title:** Water Treatment Plant Basin Cleaning, Renewal No. 1

**Bidder:** Environmental Works, Inc.

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the provision of services of the proposed Specification/Scope of Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by City, to enter into a contract with City using the contract provided in the bid package to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the contract documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures.

TOTAL BASE BID PRICE IN NUMERIC FIGURES: \$799,500.00

TOTAL BASE BID PRICE IN WORDS: Seven Hundred Ninety-Nine Thousand Five Hundred and No/100

3. This Bid Form incorporates **00412 Unit Prices** which must be completed and returned with this Bid Form.

4. The undersigned Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in the bidding and contract documents and the written resolution thereof by the City is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by City, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
( )	( )	( )	( )	( )	( )
( )	( )	( )	( )	( )	( )
( )	( )	( )	( )	( )	( )

8. By submitting its bid, Bidder warrants that if its bid should exceed \$300,000.00 and Bidder employs fifty (50) or more people, Bidder has an affirmative action program in place and will maintain the affirmative action program in place for the duration of its contract with the City. Bidder further warrants that it will comply with the affirmative action requirements contained in Section 38-2, Code of Ordinances.

9. The following Sections constitute the Affidavit of Intended Utilization, required to be submitted by Bidders. The City's HRD Forms and Instructions are incorporated hereto and made part of this Bid Form.

10. By submitting its bid, Bidder is agreeing to the following: (1) Bidder has made by bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; or Bidder will continue to make during the 48 hours after bid opening a good faith effort to meet the MBE/WBE/DBE goals established for the project; and (2) Bidder will timely submit its **00450 HRD 08 Contractor Utilization Plan/Request for Waiver** and **00450.01 Letter of Intent to Subcontract** for each MBE/WBE listed on the 00450 HRD 08 Construction Contractor Utilization Plan/Request for Waiver;; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE/DBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder forfeiting its bid bond.

<b>PROJECT GOALS:</b>	<b>11% MBE</b>	<b>11% WBE</b>
<b>BIDDER PARTICIPATION:</b>	<b>___% MBE</b>	<b>___% WBE</b>

11. To the best of Bidder's knowledge, the following are names of certified MBEs and/or WBEs with whom Bidder, or Bidder's subcontractors, presently intend to contract with if awarded the Contract on the above project: **(All firms must currently be certified by Kansas City, Missouri Human Relations Department)**

- a. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_
  
- b. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_
  
- c. Name of M/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
I.R.S. No. \_\_\_\_\_  
Area/Scope of work \_\_\_\_\_  
Subcontract amount \_\_\_\_\_

*(List additional MBE/WBEs, if any, on additional page and attach to this form)*

12. By submitting its bid, Bidder is agreeing it will identify and timely submit within 48 Hours after Bid opening those MBE/WBE subcontractors with dollar amounts and scopes of work, which apply to or exceed the MBE/WBE goals for the Project on the **00450 HRD 08 Contractor Utilization Plan/Request for Waiver**.

13. Bidder agrees that failure to meet or exceed the M/WBE Goals for the Bid will require the Director of Human Relations to recommend disapproval of the Bid unless the Director of Human Relations finds

the Bidder established good faith efforts towards meeting the goals as set forth in the HRD Forms and Instructions and the City's MBE/WBE Ordinance.

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other: \_\_\_\_\_

(Specify)

Legal name and address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Federal Identification Number \_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

(Attach corporate seal if applicable)



ATTACHMENT 3 – RESERVED



## ATTACHMENT 4 – BONDS

1. PAYMENT BOND
2. PERFORMANCE BOND



## PAYMENT BOND

Contract Number: **22003-1**

Project Number: **60800043**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING,  
RENEWAL NO. 1**

---

KNOW ALL MEN BY THESE PRESENTS: That **Environmental Works, Inc.**, as PRINCIPAL (CONTRACTOR), and \_\_\_\_\_, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of **Seven Hundred Ninety-Nine Thousand Five Hundred and No/100 (\$799,500.00)** for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for **Contract No. 22003-1, Water Treatment Plant Basin Cleaning, Renewal No. 1**, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if in connection with the Contract, including all duly authorized modifications thereto, prompt payment shall be made to all laborers, subcontractors, teamsters, truck drivers, owners or other suppliers or for equipment employed on the job, and other claimants, for all labor performed in such work whether done for CONTRACTOR, a subcontractor, SURETY, a completion contractor or otherwise (at the full wage rates required by any law of the United States or of the State of Missouri, where applicable), for services furnished and consumed, for repairs on machinery, for equipment, tools, materials, lubricants, oil, gasoline, water, gas, power, light, heat, oil, telephone service, grain, hay, feed, coal, coke, groceries and foodstuffs, either consumed, rented, used or reasonably required for use in connection with the construction of the work or in the performance of the Contract and all insurance premiums, both for compensation and for all other kinds of insurance on the work, for sales taxes and for royalties in connection with, or incidental to, the completion of the Contract, in all instances whether the claim be directly against CONTRACTOR, against SURETY or its completion contractor, through a subcontractor or otherwise, and, further, if CONTRACTOR shall defend, indemnify and hold harmless OWNER from all such claims, demands or suits by any such person or entity, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any conditions legally required to be included in a Payment Bond on this Contract, including but not limited to those set out in §107.170 RSMo. are included herein by reference.

SURETY agrees that, in the event that CONTRACTOR fails to make payment of the obligations covered by this Bond, it will do so and, further, that within forty-five (45) days of receiving, at the address given below, a claim hereunder stating the amount claimed and the basis for the claim in reasonable detail, it (a) will send an answer to the claimant, with a copy to OWNER stating the amounts that are undisputed and the basis for challenging any amounts that are disputed, and (b) will pay any amounts that are undisputed. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

While this Bond is in force, it may be sued on at the instance of any party to whom any such payment is due, in the name of OWNER to the use for such party. OWNER shall not be liable for the payment of any costs or expenses of any such suit.

No suit shall be commenced or pursued hereunder other than in a state court of competent jurisdiction in Jackson, Clay or Platte County, Missouri, or in the United States District Court for the Western District of Missouri.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A-. or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and(4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Attach seal and Power of Attorney)



# PERFORMANCE BOND

Contract Number: **22003-1**

Project Number: **60800043**

Project Title: **WATER TREATMENT PLANT BASIN CLEANING, RENEWAL NO. 1**

KNOW ALL MEN BY THESE PRESENTS: That **Environmental Works, Inc.**, as PRINCIPAL (CONTRACTOR), and \_\_\_\_\_, (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of **Seven Hundred Ninety-Nine Thousand Five Hundred and No/100 (\$799,500.00)** for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for **Contract No. 22003-1, Water Treatment Plant Basin Cleaning, Renewal No. 1**, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless OWNER from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR**

Name, address and facsimile number of Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Attach corporate seal if applicable)

**SURETY**

Name, address and facsimile number of Surety:

---

---

---

---

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

(Attach seal and Power of Attorney)

ATTACHMENT 5 – TAX EXEMPTION FORMS

1. 00560 MISSOURI DEPARTMENT OF REVENUE FORM 5060  
PROJECT EXEMPTION
2. 00560.01 KCMO TAX EXEMPTION CERTIFICATE FOR CITY



# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF KANSAS CITY  
414 E 12TH ST 3RD FLOOR  
KANSAS CITY MO 64106

Missouri Tax ID  
Number: 12490466

Effective Date:  
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Division of Taxation and Collection, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.



## ATTACHMENT 6 – CREO KC FORMS

1. CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER
2. LETTER OF INTENT TO SUBCONTRACT
3. TIMETABLE FOR MBE/WBE UTILIZATION
4. REQUEST FOR MODIFICATION OR SUBSTITUTION
5. CONTRACTORS AFFIDAVIT FOR FINAL PAYMENT
6. SUBCONTRACTORS AFFIDAVIT FOR FINAL PAYMENT



# 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 1<sup>st</sup> 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  
6AFEC964B03641A  
**(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,



## 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: 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.



**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

Contract/Project Numbers: 23002/60800043

Project Title: Water Treatment Plant Basin Cleaning

(Department Project)

Department

Environmental Works, Inc.

(Bidder/Proposer)

STATE OF Missouri )  
 ) ss  
COUNTY OF Jackson )

I, Melissa Ireland, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project goals are 11 % MBE and 11 % WBE. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:

**BIDDER/PROPOSER PARTICIPATION: 11 % MBE 11 % WBE**

3. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein. *(All firms must currently be certified by Kansas City, Missouri)*

- a. Name of M/WBE Firm Wrightway Pressure Washing, Inc.  
Address 7000 E 70th St., Kansas City, MO 64133  
Telephone No. (816) 358-2222  
I.R.S. No. 43-1850552

- b. Name of M/WBE Firm A Clean Slate, LLC  
 Address 7226 Prospect Ave., Kansas City, MO 64132  
 Telephone No. (816) 221-0806  
 I.R.S. No. 20-5855228
  
- c. Name of M/WBE Firm One Way Cleaning Company, Inc.  
 Address 13010 2nd St., Grandview, MO 64030  
 Telephone No. (816) 761-6130  
 I.R.S. No. 72-1522738
  
- d. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- e. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
  
- f. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_

*(List additional M/WBEs, if any, on additional page and attach to this form)*

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

**MBE/WBE BREAKDOWN SHEET**

**MBE FIRMS:**

<u>Name of MBE Firm</u>	<u>Supplier/Broker/Contractor</u>	<u>Subcontract Amount*</u>	<u>Weighted Value**</u>	<u>% of Total Contract</u>
<u>Wrightway Pressure Washing, Inc.</u>	<u>Contractor</u>	<u>\$39,975.00</u>	<u>100%</u>	<u>5%</u>
<u>One Way Cleaning Company, Inc.</u>	<u>Contractor</u>	<u>\$47,970.00</u>	<u>100%</u>	<u>6%</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____



6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

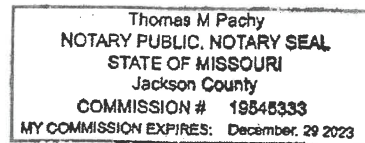
Bidder/Proposer primary contact: Environmental Works, Inc.  
 Address: 1455 E. Chestnut Expressway  
Springfield, MO 65802  
 Phone Number: (816) 285-8410  
 Facsimile number: \_\_\_\_\_  
 E-mail Address: sfitzgerald@environmentalworks.com

By: [Signature]  
 Title: Executive Vice President  
 Date: 8/17/22  
 (Attach corporate seal if applicable)

Subscribed and sworn to before me this 17<sup>th</sup> day of August, 2022

My Commission Expires: 12/29/23

Thomas M Pachy  
 Notary Public





# LETTER OF INTENT TO SUBCONTRACT

Check one:

Original LOI:

Updated LOI:

Project Name/Title Water Treatment Plant Basin Cleaning

Project Location/Number Briarcliff WTP/Project #60800043

**PART I:** Prime Contractor Environmental Works, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor A Clean Slate who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Labor for Basin Cleaning

for an estimated amount of \$ 87,945 (or 11 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Primary contact: \_\_\_\_\_

Name Phone

- a) This subcontractor is (select one):  MBE  WBE  DBE  N/A
- i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.
  - ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.
- b) Scope of work to be performed: CLEANING
- c) The dollar value of this agreement is: \_\_\_\_\_

**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Environmental Works, Inc.

Steve Fitzgerald  
Signature: Prime Contractor

Steve Fitzgerald  
Print Name

Client Manager  
Title

06-07-2023  
Date

State of Missouri )  
County of Jackson )

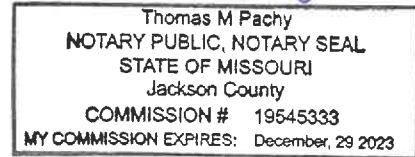
I, Thomas M Pachy, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 7th day of JUNE, 2023

My Commission Expires: 12/29/23

Thomas M Pachy  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: A CLEAN SLATE, LLC

Carol H. Taylor  
Signature: Subcontractor

Carol H. Taylor  
Print Name

PRESIDENT  
Title

6-5-2023  
Date

State of Missouri )  
County of Clay )

I, Courtney L Taylor state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 5 day of June, 2023

My Commission Expires: 10-08-2023

Courtney L Taylor  
Notary Public

STAMP:





# LETTER OF INTENT TO SUBCONTRACT

Check one:
Original LOI: <input checked="" type="checkbox"/>
Updated LOI: <input type="checkbox"/>

Project Name/Title Water Treatment Plant Basin Cleaning

Project Location/Number Briarcliff WTP/Project #60800043

**PART I:** Prime Contractor Environmental Works, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor One Way Cleaning who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]

Labor for Basin Cleaning

for an estimated amount of \$ 47,970 (or 6 % of the total estimated contract value.)

- M/WBE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_  
Street number and name City, State and Zip Code

Primary contact: \_\_\_\_\_  
Name Phone

a) This subcontractor is (select one):  MBE  WBE  DBE  N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Environmental Works, Inc.

[Signature]  
Signature: Prime Contractor

Steve Fitzgerald  
Print Name

Client Manager  
Title

06-07-2023  
Date

State of Missouri )  
County of Jackson )

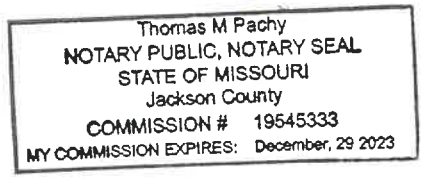
I, Thomas M Pachy, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 7th day of JUNE, 2023

My Commission Expires: 12/29/23

[Signature]  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: One Way Cleaning Company

[Signature]  
Signature: Subcontractor

Tucker Brown  
Print Name

Director of Operations  
Title

06.05.23  
Date

State of Missouri )  
County of Jackson )

I, Grace Englehart, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 5th day of June, 2023

My Commission Expires: 6/9/2024

[Signature]  
Notary Public

STAMP:







# LETTER OF INTENT TO SUBCONTRACT

Project Name/Title Water Treatment Plant Basin Cleaning

Project Location/Number Briarcliff WTP/Project #60800043

Check one:	
Original LOI:	<input checked="" type="checkbox"/>
Updated LOI:	<input type="checkbox"/>

**PART 1:** Prime Contractor Environmental Works, Inc. agrees to enter into a contractual agreement with M/W/DBE Subcontractor Wrightways Pressure Washing who will provide the following goods/services in connection with the above-reference contract: [Insert a brief narrative describing goods/services to be provided. Broad Categorizations (e.g., "electrical," "plumbing," etc.) or the listing of NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in denial of this Letter of Intent to Subcontract.]  
Labor for Basin Cleaning

for an estimated amount of \$ 39,975 (or 5 % of the total estimated contract value.)

- M/W/BE Vendor type:
- Subcontractor/manufacturer (counts as 100% of contract value towards goals)
  - Supplier (counts as 60% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)
  - Broker (counts as 10% of the total dollar amount paid or to be paid by a prime contractor for supplies or goods towards goals)

M/W/DBE Subcontractor is, to the best of Prime Contractor's knowledge, currently certified with the City of Kansas City's Civil Rights & Equal Opportunity Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

**PART 2:** This section is to be completed by the M/W/DBE subcontractor listed above. Please attach additional sheets as needed for more than one intended sub-tier contract. **IMPORTANT: Falsification of this document will result in denial and other remedies available under City Code.**

- Select one:
- The M/W/DBE Subcontractor listed above **IS NOT** subcontracting any portions of the above-stated scope of work(s). (Continue to Part 3.)
  - The M/W/DBE Subcontractor listed above **IS** subcontracting certain portions of the above stated scope of work(s) to:

(1) Company name: \_\_\_\_\_

Full address: \_\_\_\_\_

Street number and name \_\_\_\_\_ City, State and Zip Code \_\_\_\_\_

Primary contact: \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_

a) This subcontractor is (select one):  MBE  WBE  DBE  N/A

i: If this subcontractor is an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.

ii. If this subcontractor is NOT a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes but a Letter of Intent is not required.

b) Scope of work to be performed: \_\_\_\_\_

c) The dollar value of this agreement is: \_\_\_\_\_



**PART 3:**

**NOTE: SIGNATURES AND NOTARIZATIONS REQUIRED FOR NEW LETTERS OF INTENT (LOI);  
SIGNATURES ONLY FOR UPDATED LOI (ADDING VALUE TO EXISTING CONTRACT).**

PRIME CONTRACTOR BUSINESS NAME: Environmental Workers, Inc.

[Signature]  
Signature: Prime Contractor

Steve Fitzgerald  
Print Name

Client Manager  
Title

06-07-2023  
Date

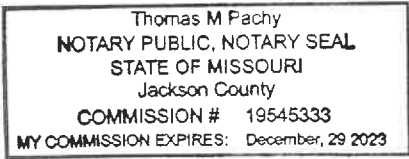
State of Missouri )  
County of Jackson )

I, Thomas M Pachy, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 7th day of JUNE, 2023

My Commission Expires: 12/29/23 Thomas M Pachy  
Notary Public

STAMP:



MWDBE SUBCONTRACTOR BUSINESS NAME: WRIGHTWAY PRESSURE WASH INC.

[Signature]  
Signature: Subcontractor

LARRY WRIGHT  
Print Name

Resident  
Title

6/2/2023  
Date

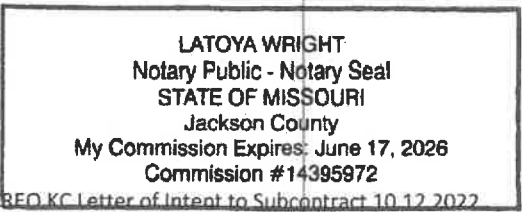
State of Missouri )  
County of JACKSON )

I, Larry L. Wright, state that the above and foregoing is based on my best knowledge and belief.

Subscribed and sworn to before me, a notary public, on this 2 day of June, 2023

My Commission Expires: June 17, 2026 [Signature]  
Notary Public

STAMP:



## TIMETABLE FOR MBE/WBE UTILIZATION

*(This form should be submitted to the City after contract award.)*

I, Melissa Ireland, acting in my capacity as Executive Vice President  
*(Name)* *(Position with Firm)*  
of Environmental Works, Inc., with the submittal of this Timetable, certify that  
*(Name of Firm)*  
the following timetable for MBE/WBE utilization in the fulfillment of this contract is correct and true to the best of my knowledge.

### ALLOTTED TIME FOR THE COMPLETION OF THIS CONTRACT

*(Check one only)*

15 days	___	75 days	___	135 days	___
30 days	___	90 days	___	150 days	___
45 days	___	105 days	___	165 days	___
60 days	___	120 days	___	180 days	___
Other	<u>300 days</u>	<i>(Specify)</i>			

Throughout	<u>\$175,890.00</u>	Beginning 1/3	<u>\$87,945.00</u>		
Middle 1/3	<u>0</u>	Final 1/3	<u>\$87,945.00</u>		
Beginning 1/3	<u>50</u> %	Middle 1/3	<u>0</u> %	Final 1/3	<u>50</u> %

**PLEASE NOTE:** Any changes in this timetable require approval of the Human Relations Department in advance of the change.

If you have any questions regarding the completion of this form, please contact the Department of Human Relations at: (816) 513-1818.

  
*(Signature)*

Executive Vice President  
*(Position with Firm)*

8/17/22  
*(Date)*



# REQUEST FOR MODIFICATION OR SUBSTITUTION

*(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)*

**BIDDER/PROPOSER/CONTRACTOR:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PROJECT NUMBER OR TITLE:** 60800043/Water Treatment Plant Basin Cleaning

**AMENDMENT/CHANGE ORDER NO: (if applicable)** \_\_\_\_\_

<b>Project Goals:</b>	_____ % MBE	_____ % WBE
<b>Contractor Utilization Plan:</b>	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Bidder/Contractor/Proposer and am authorized to request this substitution or modification on behalf of the Bidder/Contractor/Proposer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. \_\_\_\_\_ A substitution of the certified MBE/WBE firm \_\_\_\_\_,  
*(Name of new firm)*  
 to perform \_\_\_\_\_,  
*(Scope of work to be performed by new firm)*

for the MBE/WBE firm \_\_\_\_\_ which is currently  
*(Name of old firm)*  
 listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan to  
 perform the following scope of work: \_\_\_\_\_.  
*(Scope of work of old firm)*

b. \_\_\_\_\_ A modification of the amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from  
 \_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)*

**TO**

\_\_\_\_\_ % MBE \_\_\_\_\_ % WBE *(Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)*

- c. Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.
- d. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because: (check applicable reason(s) )

- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- \_\_\_ Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.
- \_\_\_ The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.
- \_\_\_ Bidder/Contractor/Proposer has not attempted intentionally to evade the requirements of the Act and it is in the best interests of the City to allow a modification or substitution.

4. The following is a narrative summary of the Bidder's/Contractor's/Proposer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Bidder/Proposer/Contractor will present documentation when requested by the City to evidence its good faith efforts.

Dated: \_\_\_\_\_

\_\_\_\_\_ (Bidder/Proposer/Contractor)

By: \_\_\_\_\_ (Authorized Representative)



## CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number \_\_\_\_\_

Project Title \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

The Undersigned, \_\_\_\_\_ of lawful  
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the \_\_\_\_\_ of \_\_\_\_\_ who is the general  
(Title) (CONTRACTOR)  
CONTRACTOR for the CITY on Project No. \_\_\_\_\_ and Project Title \_\_\_\_\_.

2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.

3 (✓) \_\_\_ Prevailing wage does not apply; or

(✓) \_\_\_ All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order contained in the Contract in carrying out the Contract and Work. CONTRACTOR has fully complied with the requirements of the prevailing wage law as required in the Contract and has attached affidavits from all Subcontractors on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Contract.

4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (\_\_\_\_%) Minority Business Enterprise (MBE) participation and (\_\_\_\_%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted.

1. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

2. Name of MBE/WBE Firm \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number (\_\_\_\_\_) \_\_\_\_\_  
IRS Number \_\_\_\_\_  
Area/Scope\*of Work \_\_\_\_\_  
Subcontract Final Amount \_\_\_\_\_

List additional subcontractors, if any, on a similar form and attach to the bid.

Supplier\*\* Final Amount: \_\_\_\_\_

\*Reference to specification sections or bid item number.

- (✓) \_\_\_ Met or exceeded the Contract utilization goals; or
- (✓) \_\_\_ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
- (✓) \_\_\_ No goals applied to this Project.

5. CONTRACTOR certifies that each Subcontractor has received full payment for its respective work in connection with the Contract.

6. If applicable, I hereby certify that (1) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report is attached. **NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.**

7. This affidavit is made in behalf of the CONTRACTOR for the purpose of securing from Kansas City, Missouri, the certification of completion of the Project and receiving payment therefore.

8. If the Contract amount exceeded \$150,000, CONTRACTOR has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, CONTRACTOR has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from CONTRACTOR.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Signature)

Title \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known to be the \_\_\_\_\_ of the \_\_\_\_\_,

and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of \_\_\_\_\_ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.

My commission expires:

\_\_\_\_\_  
Notary Public



# SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Contract/Project Numbers: 23002/60800043

Project Title: Water Treatment Plant Basin Cleaning

STATE OF MISSOURI )

) ss:

COUNTY OF \_\_\_\_\_ )

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: \_\_\_\_\_, Contractor

Work Performed: \_\_\_\_\_

Total Dollar Amount of Subcontract and all Change Orders: \$ \_\_\_\_\_

City Certified  MBE  WBE  DBE  NA

List certifications: \_\_\_\_\_

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

**Business Entity Type:**

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Corporation
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Venture
- Other (Specify)

**Subcontractor's Legal Name and Address**

\_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: \_\_\_\_\_

E:mail: \_\_\_\_\_

Federal ID No. \_\_\_\_\_

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Date)

**NOTARY**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



ATTACHMENT 7 – EMPLOYEE ELIGIBILITY VERIFICATION  
AFFIDAVIT

**EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT**

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the

\_\_\_\_\_ (title) of \_\_\_\_\_

(business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity 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).

I hereby additionally swear or affirm that the business entity is enrolled 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, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:

ATTACHMENT 8 – NON-CONSTRUCTION APPLICATION FOR  
PAYMENT



**NON-CONSTRUCTION  
APPLICATION FOR PAYMENT**

**Project Number** 60800043  
**Contract Number** 23002  
**Project Title** Water Treatment Plant Basin Cleaning

Application Number: \_\_\_\_\_ Final Payment   
Date: \_\_\_\_\_  
Ordinance Number: \_\_\_\_\_ Ordinance Date: \_\_\_\_\_  
City PO Number: \_\_\_\_\_

**Design Professional/Contractor:**

Legal Name \_\_\_\_\_  
Mail Address: \_\_\_\_\_  
City, ST Zip \_\_\_\_\_  
Vendor Number \_\_\_\_\_  
Application for Work Accomplished: From \_\_\_\_\_ To: \_\_\_\_\_  
Name of Kansas City, MO Project Mgr: \_\_\_\_\_  
Kansas City, MO Contract Administrator: \_\_\_\_\_

Original Contract Amount	[1]	_____	\$0.00
Net by Amendments ___ through ___	[2]	_____	\$0.00
Optional Services Amount in Contract	[3]	_____	\$0.00
Net by Optional Services Authorizations ___ through ___	[4]	_____	\$0.00
Unauthorized Optional Services Amount Remaining (3-4)	[5]	_____	\$0.00
Maximum Obligation Authorized ((1+2+4) - [3])	[6]	_____	\$0.00
Total Work Completed to Date	[7]	_____	\$0.00
Total Previous Payment Applications	[8]	_____	\$0.00
<b>PAYMENT DUE CONTRACTOR (7-8)</b>	[9]	_____	\$0.00

**Instructions to Design Professional/Contractor:**

- Complete and sign this Application and attach the following items: A) **documentation** of expenses (direct payroll, direct expenses, and sub-consultants) per contract (ie.services performed; actual salary of personnel for time charges directly to the project; and/or actual reasonable expenses incurred, AND, B) a photocopy of your most recent **00485.01 HRD MWBE Monthly Utilization Report** submitted to Human Relations Dept., if required by contract, AND C) Monthly Progress Report, if required by contract.
- If this is the First application for payment and if Contract amount exceeds \$150,000.00, then also attach proof of tax compliance (**Revenue Clearance Letter**).
- If this is the Final application for payment, then also attach: **01290.14 Contractor Affidavit for Final Payment; 01290.15 Subcontractor Affidavit for Final Payment**, if required by contract; and proof of tax compliance (**Revenue Clearance Letter**).
- Submit current insurance certificate for the following policies General Liability, Automobile, Workers Compensation and Professional Liability upon renewal.

5. Submit Application to: Water Services Department  
Name, Project Manager  
4800 E 63rd St  
Kansas City, MO 64130

**Contractor:**

Submitted By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Kansas City:**

Approved By: \_\_\_\_\_ Project Manager Date: \_\_\_\_\_  
Approved By: \_\_\_\_\_ Director or Designee Date: \_\_\_\_\_

ATTACHMENT 9 – CREO KC AFFIRMATIVE ACTION PROGRAM  
AFFIDAVIT



\_\_\_\_\_  
Affiant's signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:



ATTACHMENT 10 – NON-CONSTRUCTION SUBCONTRACTORS  
LISTING

## 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.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
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: \_\_\_\_\_  
 Submitted By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Date: \_\_\_\_\_

ATTACHMENT 11 – CREO KC ASSURANCES ADDENDUM

**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.



Date

Telephone

Fax

Company Name ; With D.B.A. Name

Address

City, State, Zip

Tax payer ID: Nine digit ID Number

Attn: \_\_\_\_\_

As of this date, this notice is to inform you that TEST TAXPAYER is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Commissioner of Revenue

By: \_\_\_\_\_  
Signature

Representatives Name and Title

**IMPORTANT INFORMATION:**

Due to the confidential nature of tax information, this notice is provided directly to the taxpayer.

If you are working on or have a contract with the City of Kansas City, Missouri, a copy of this clearance letter will need to be provided to the contracting department, In accordance with Manual of Instruction 4-1, Article VII, Section B, for City contractors and subcontractors, the clearance letter must be dated not more than sixty (60) days: (1) before a bidder is provided written notice of intent to contract by the City, (2) before a subcontractor begins work, (3) before the filing of an application for final payment to a contractor, and (4) before the date of a contractor's final payment to a subcontractor.