

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Contract Goals Request**

**Date:** 10/2/2023

**Form Prepared By:** Kyle Tonjes, P.E.

Contract/Project Number: 1577 / 81000920	Project Name: In-Line Storage: Additional OK Creek Gates
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Owning Department: Water Services	Project Manager: Kyle Tonjes
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Funding:  City  State  Federal  CO-OP  Grant:  Other:

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

Tax Incentive:  LCRA  TIF  PIEA  N/A  Other:

Prevailing Wage:  Yes  No

Davis-Bacon:  Yes  No

Presenting to Council<sup>1</sup>:  Yes  No

Construction Employment Program:  Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.  
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: 480	Anticipated Solicitation Date: 10/31/2023
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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:

**Description of Contract (Provide Details):**

This is a design professional contract to evaluate the feasibility and effectiveness of constructing additional in-line wastewater storage facilities along the OK Creek combined sewer at three locations. The intent of these facilities is to provide combined sewer overflow reduction at outfall W005. Services include a study phase to determine if the storage facilities are cost effective, operationally feasible, and do not pose undue risk. Preliminary and final design will be conducted at the sites selected as acceptable for in-line storage facilities. Per the FY23 CREO Manual, Overflow Control project types fall in the 11% MBE /11% WBE category.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

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 GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:**

Reviewed CREO Annual Goal Manual?  Yes  No

Waiver being applied?  Yes  No Type: \_\_\_\_\_

According to CREO Annual Goal Manual, the Goals for this project are:

_____ 11 % MBE	_____ 11 % WBE	_____ % DBE
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Electronic Record?  Yes  No

DocuSigned by: \_\_\_\_\_

GSD Signature: *Darrell Everette* Date: 10/9/2023

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

Reviewed CREO Annual Goal Manual?  Yes  No  N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
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No Goals are set for this Project  Waiver Approved  Waiver Denied

Reason for Wavier: \_\_\_\_\_

Electronic Record?  Yes  No

CREO Signature: \_\_\_\_\_ Date: \_\_\_\_\_



1 Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



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

**Date:**  
**Form Prepared By:**

Contract/Project Number: 1577 / 81000920	Project Name: In-Line Storage: Additional OK Creek Gates
Developer/Prime:	Contact Information:
Final Contract Value:	Project Manager:

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: _____	Ch. 38: _____
RSMo 213: _____	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

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:

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

**Comments:**



## **Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances**

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**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**

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

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

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

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

## Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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