

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY  
of KANSAS CITY, MISSOURI

**AFFIRMATIVE ACTION POLICY**

Policy Name: Affirmative Action Policy

Date Approved: August 30, 1978. Revised July 26, 1979; December 22, 1980; July 27, 1981; October 26, 1994 (Resolution No. 94-55); July 27, 2005 (Resolution No. 7-18-05); April 23, 2008 (Resolution No. 4-01-08); \_\_\_\_\_, 2019 (Resolution No. \_\_\_\_ - \_\_\_\_-19)

Policy Statement: WHEREAS, the Kansas City, Missouri Disparity Study, dated October 1, 1994, determined that women and certain minority groups were being underutilized in the Kansas City, Missouri Metropolitan Area. As a result, the City of Kansas City, Missouri ("City") adopted City-wide affirmative action goals applicable to firms doing business with the City through its departments and agencies. The City commissioned new disparity studies published in 2006 and 2016. In accordance with the City Code of General Ordinances Chapter 3, Article IV, Divisions 1-3, Sections 3-401 through 3-600, and any related rules and regulations, as may be amended, the Land Clearance for Redevelopment Authority of Kansas City, Missouri ("LCRA") has adopted this Affirmative Action Policy, which is intended to secure equal opportunities and maximize the participation of certified minority and women business enterprises ("MBE/WBEs") in providing professional and construction services contracted for by the Authority and redevelopers under contract with the Authority in accordance with Ordinance No. 18535 As Further Amended dated October 25, 2018, as may be amended ("City Ordinance").

THEREFORE, LCRA will adhere to the requirements set forth herein and will contractually require its Redevelopers to do the following:

- (1) meet or exert good faith efforts to meet the goals established by the Fairness in Construction Board or the Fairness in Professional Services and Goods Board in accordance with Ordinance No. 18535, as amended,
- (2) comply or exert good faith efforts to comply with the utilization plans approved by the Human Relations Department of the City,
- (3) comply with all reporting requirements set forth in this Affirmative Action Policy,
- (4) contractually require each contractor, subcontractor and assignee to comply with this Affirmative Action Policy and to enforce such contractual provisions.

## **I. Definitions.**

(a) As used in this Affirmative Action Policy, the following terms have the following definitions:

- (1) *Affidavit of intended utilization:* An affidavit, in a form prescribed by the Director, stating the bidder's intent to meet the MBE/WBE goals or to timely request a waiver of the MBE/WBE goals.
- (2) *Award of contract:* Execution of a contract and, if necessary, city council or park board authorization.
- (3) *Bid:* An offer to enter into a contract submitted pursuant to an invitation for bid.
- (4) *Bidder:* Any person who submits a bid to the city or an LCRA in response to an invitation for bid.
- (5) *Bid opening:* The event whereby bids are opened and read aloud at the place, date and time specified in the invitation for bid and any subsequent amendment thereto.
- (6) *Bid shopping:* The practice whereby a person divulges or requires another to divulge a subcontractor's bid or proposal for the purpose of securing a lower bid or proposal.
- (7) *Board or Boards:* Fairness in Construction Board, Fairness in Professional Services and Goods Board, or both, as applicable.
- (8) *Budget:* The total costs reflected within a contract for which MBE/WBE goals are to be set pursuant to this Policy.
- (9) *City:* City of Kansas City, Missouri.
- (10) *City department:* Department of the city or the article of procurement service when acting on behalf of a department Director.
- (11) *Commercially useful function:* Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an enterprise performs a commercially useful function will be made based on the following considerations:
  - a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and

supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:

1. The amount of work subcontracted; and
2. Industry practices; and
3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing; and
4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized; and
5. The credit claimed for its performance of the work; and
6. Other relevant factors.

b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.

c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.

d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.

e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

- (12) *Construction contract:* A contract for the construction, reconstruction, improvement, enlargement or alteration of any fixed work or construction site preparation, of which any amount is paid for out of city or agency funds.
- (13) *Contract:* Any contract more than \$300,000.00, and all other city or agency contracts more than \$160,000.00 the majority of either of which is paid for out of city funds or in which LCRA is a party, except the following:
  - a. Personal service contracts; and
  - b. Emergency contracts; and
  - c. Impress accounts in the nature of petty cash funds.
- (14) *Contractor:* Any person who enters into a contract with the city or an incentive agency.
- (15) *Contractor utilization plan or CUP:* The statement, in a form prescribed by the Director, that must be submitted by a bidder or proposer pursuant to section 3-433 of the City Ordinance and that states its plan to utilize qualified MBEs and/or WBEs in the performance of a contract.
- (16) *Day:* A calendar day, except as otherwise indicated.
- (17) *Department or HRD:* The Human Relations Department or the article within the City Manager's office that is assigned to perform the tasks delegated to the Human Relations Department.
- (18) *Department Director:* Person appointed by the City Manager to be responsible for a city department or the manager of procurement services when acting on behalf of a department Director or the city.
- (19) *Director:* The Director of the Human Relations Department or his authorized representative, or the person designated by the City Manager to perform the tasks delegated to the Director of the Human Relations Department by this article.
- (20) *Disadvantaged business enterprise (DBE):* A business concern that meets the federal requirements for certification as a DBE.
- (21) *Economic Disadvantage:* A diminished ability to compete in the free enterprise system due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are found to be socially disadvantaged. In determining whether an individual is economically disadvantaged, the Director shall follow the guidance provided in Appendix E to 49 CFR Part 26.

- (22) *Expertise:* Experience or training in a specialized field that is critical to the firm's operations, indispensable to the firm's potential success, and specific to the type of work the firm performs.
- (23) *Goal:* A numerical objective stated as a percentage of contract dollars for participation by qualified MBEs and WBEs in contracts.
- (24) *Incentive Agency or Agency:* LCRA or the commissions, agencies and authorities described in Section 3-425(b) or 3-425(c) of the City Ordinance, or any entity with the authority to recommend to the city tax increment financing or tax abatement.
- (25) *Incentive Agency head:* Person authorized to act on behalf of an incentive agency.
- (26) *Incentive Project:* A LCRA project receiving tax abatement or exemption pursuant to an urban renewal plan.
- (27) *Invitation for bid:* A request or invitation for submission of an offer to enter into a contract pursuant to a competitive bidding process.
- (28) *Kansas City metropolitan area:* The Missouri counties of Cass, Clay, Jackson and Platte and the Kansas counties of Johnson, Leavenworth and Wyandotte.
- (29) *Letter of intent to subcontract:* A document, in a form prescribed by the Director that demonstrates the prime contractor or developer's intent to enter a contractual agreement with a selected MBE/WBE.
- (30) *LCRA or Authority:* Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body and corporate politic, organized and exercising its powers under the ordinances of the City and Sections 99.300 – 99.715 of the Revised Statutes of Missouri.
- (31) *M/W/DBE Kansas City Mo. Online Directory or Directory:* A source list compiled, maintained and updated by the Human Relations Department containing (when provided) the names, mailing addresses, e-mail addresses and facsimiles of certified MBE/WBE/DBEs and the NAICS codes denoting scopes of work for which each such MBE/WBE/DBE is certified, which MBE/WBE/DBEs are in the business of providing construction, professional services and other services and goods from whom bids and proposals can be solicited. The directory is to facilitate identifying MBE/WBE/DBE subcontractors with capabilities relevant to general contracting requirements and to particular solicitations.
- (32) *Mentor/protégé:* A relationship between an MBE or WBE (protégé) and a person in the same trade or industry (mentor). The mentor/protégé relationship is

to provide technical, financial, bonding, equipment and personnel assistance. The purpose of the relationship is to increase the capacity of MBE/WBEs to perform contracts.

- (33) *Minority*: A person who is a citizen or lawful permanent resident of the United States and who is:
- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
  - b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
  - c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
  - d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person; or
  - e. On a case-by-case basis, an individual found by the Director to have been subjected to individualized prejudice or cultural bias within American society within the city's marketplace and has demonstrated economic disadvantage and social disadvantage as defined in this section.
- (34) *Minority Business Enterprise (MBE)*: A for-profit small business concern that:
- a. Is at least 51 percent owned, managed, and independently controlled by one or more minorities; and
  - b. Has a real and substantial presence in the Kansas City metropolitan area as defined by section 3-461(c) of the City Ordinance; and
  - c. Meets the business size standards imposed by 13 CFR 121.201 as subsequently amended and this article; and
  - d. Performs a commercially useful function; and
  - e. Is certified by the Human Relations Department.

Beginning October 1, 2019, a for-profit small business concern must meet the following additional criteria to qualify as an MBE:

f. Whose owner's or, for businesses with multiple owners, each individual owner's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE program.

Only persons meeting each of the above criteria shall be deemed an MBE for purposes of this article. In order to be credited towards the goals on a particular solicitation for a particular scope of work, the MBE shall be certified as of or listed on the directory on the date a contractor utilization plan is submitted.

- (35) *Person:* One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except "person" does not include any local, state or federal governmental entity.
- (36) *Personal Net Worth:* The net value of the assets of an individual after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in a certified M/WBE or applicant for such certification or the individual's equity, if any, in his or her primary place of residence. An individual's personal net worth includes only his or her share of assets held individually or jointly with the individual's spouse.
- (37) *Policy:* This Affirmative Action Policy of LCRA.
- (38) *Personal services contract:* A contract or agreement of employment with an individual who is not acting as an independent contractor and who is not part of the cities classified or unclassified service.
- (39) *Principal place of business:* The location at which the business records of the MBE/WBE applicant concern are maintained and the location at which the minority or woman individual owner who manages and controls the day-to-day operations spends the majority of his/her working hours.
- (40) *Proposal:* Any offer or list of qualifications submitted to the city in response to a request for proposal.
- (41) *Proposer:* Any person who submits a proposal to enter into a contract, either in response to a request for proposals, request for qualifications or otherwise, but not pursuant to an invitation for bid.
- (42) *Qualified:* Possessing the demonstrated ability to perform the contracted task.

- (43) *Redeveloper*: Redeveloper entity selected by LCRA to receive tax abatement or exemption from LCRA.
- (44) *Redevelopment Contract*: A Redevelopment Contract or other contract or agreement between LCRA and a Redeveloper to implement an approved Incentive Project.
- (45) *Request for proposals*: An invitation for submission of an offer to enter into a contract pursuant to a negotiated process and not a competitive bid, including requests for qualifications.
- (46) *Social Disadvantage*: A diminished ability to compete in the free enterprise system due to at least one (1) objective, distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, sexual orientation, or disability. In determining whether an individual is socially disadvantaged, the Director shall follow the guidance in Appendix E to 49 CRF Part 26.
- (47) *Supplier*: An enterprise that owns operates or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- (48) *Supply broker*: An enterprise that acts as an agent in negotiating contracts for the purchase of materials, supplies, articles or equipment but does not itself own, operate or maintain a store, warehouse or other establishment where such materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- (49) *Urban Renewal Plan*: a plan as defined in Section 99.320(21) of the Revised Statutes of Missouri and as approved by the City and LCRA.
- (50) *Woman*: A person who is a citizen or lawful permanent resident of the United States and who is a female.
- (51) *Women's business enterprise (WBE)*: A for-profit small business concern that:
- a. Is at least 51 percent owned, managed, and independently controlled by one or more women; and
  - b. Has a real and substantial presence in the Kansas City Metropolitan Area as defined by section 3-461(c) of the City Ordinance; and
  - c. Meets the business size standards imposed by 13 CFR 121.201 and as subsequently amended and this article; and



- d. Performs a commercially useful function; and
- e. Is certified by the Human Relations Department; and

Beginning October 1, 2019, a for-profit small business concern must meet the following additional criteria to qualify as a WBE:

- f. The owner's or, for businesses with multiple owners, each individual owner's personal net worth is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE program.

Only persons meeting each of the above criteria shall be deemed a WBE for purposes of this article. In order to be credited towards the WBE goals on a particular solicitation for a particular scope of work, the WBE shall be certified as of or listed in the directory on the date a contractor utilization plan is submitted.

- (b) Capitalized terms not defined herein shall have the meaning ascribed to them in the applicable Redevelopment Contract.

## **II. LCRA Compliance.**

(a) If the total projected amount of funds to be expended on contracts for the procurement of goods and/or services exceeds the amount set forth in Section 3-421 under the definition of "contract" the LCRA shall prepare and deliver to the Human Relations Department an annual MBE/WBE Utilization Plan for each upcoming fiscal year by April 1. The Utilization Plan shall include proposed MBE/WBE utilization of certified MBE/WBE prime contractors and/or subcontractors in the procurement of goods and/or services in upcoming fiscal year and Any other relevant or necessary information. The MBE/WBE utilization shall be expressed as a percentage of the LCRA's estimated fiscal contract expenditures. The amount of funds to be expended on services provided by the City, the Economic Development Corporation, other City agencies or the Greater Kansas City Foreign Trade Zone shall not be included in the total amount to be expended under this section.

(b) The LCRA shall exert good faith efforts to secure the utilization of MBE/WBEs in accordance with the good faith effort standards outlined in this Affirmative Action Policy.

## **III. Application of Policy.**

Each Redeveloper with whom LCRA enters into a Redevelopment Contract for which goals have been set shall either:

- (a) Meet or exceed the goals set for that contract; or

(b) Make and provide evidence of good faith efforts to achieve the goals and request a waiver of the contract goals, which waiver shall be granted in the event the Redeveloper has demonstrated that it has made a good faith effort to meet or exceed the goals.

#### **IV. City-Wide Goals.**

(a) The goals set forth in this section are city-wide annual goals to be used by city departments and incentive agencies. The city-wide goals are **not** goals for individual contracts. They are goals for total MBE and WBE participation in all contracts entered into each year. The city-wide goals are established as follows:

Classification	Annual Goal
MBE	14.7
WBE	14.4

(b) The MBE and WBE program will expire on December 1, 2022, unless prior to that date, the Director has issued a request for proposals to undertake a comprehensive disparity study, and upon completion of the disparity study, presented the study results to the city council to consider whether to maintain, modify, or terminate the minority and women business enterprise program described by this article.

(c) Neither city-wide annual goals nor individual contract goals should be construed as a limitation on contracting opportunities for the above listed classifications. Such classifications shall be eligible to be awarded contracts consistent with bidding or other contract procedures over and above the percentages listed.

#### **V. Setting Goals for Individual Contracts.**

(a) Goals for professional services or goods contracts with an estimated cost of more than \$160,000 and entered into for the purpose of implementing an Incentive Project shall be established by the Fairness in Professional Services and Goods Board, upon recommendation of the Director, as provided in section 3-450 of the City Ordinance.

(b) Goals for construction contracts with an estimated cost of more than \$300,000 and entered into for the purpose of implementing an Incentive Project shall be established by the Fairness in Construction Board, upon recommendation of the Director, as provided in section 3-453 of the City Ordinance.

(c) Individual contract goals shall be flexible and are to be determined on a contract-by-contract basis, according to the considerations listed in section 3-431(b) of the City Ordinance.

(d) When goals are established for a contract, such goals shall be stated in any invitation for bid or request for proposals. No invitation for bid or request for proposals shall be released until goals have been requested and set in accordance with subsection (b) of this section, or until LCRA has been notified by the Director that goals will not be established. If the

goals are to be set by a Board and such Board shall have failed to meet for any reason within thirty calendar days from the date upon which such Board shall have last convened, then the invitation for bid or request for proposals may be released with the goals as recommended by the Director and an addendum thereto shall be issued setting forth the goals once established by the Board.

(e) For contracts other than construction contracts, the Director is authorized to require a bidder or proposer to make good faith efforts to achieve MBE/WBE participation without setting a numerical MBE/WBE goal on the solicitation as long as the Director could have set an MBE/WBE goal based on the factors in section 3-431(b).

## **VI. Contractor Utilization Plan (CUP).**

(a) When goals have been established for an Incentive Project, each bidder, proposer, contractor, or Redeveloper shall submit a notarized contractor utilization plan to the Director and LCRA, which shall include the following:

- (1) Names and addresses of each qualified MBE or WBE that will participate in the contract; and
- (2) The work to be performed by each qualified MBE and/or WBE, and the amounts each is to be paid for such work.

(b) Bid shopping is prohibited.

(c) At the time of submission of the CUP, the bidder, proposer, contractor or Redeveloper, shall also provide to the Director and LCRA a letter of intent signed by each MBE or WBE included in the CUP and by the bidder, proposer, contractor or Redeveloper. The Director must approve or reject the CUP within thirty (30) calendar days of receiving the CUP.

(d) Prior to LCRA providing tax incentives to a Redeveloper, including the issuance of a tax abatement certificate, the Redeveloper shall have provided to LCRA and LCRA shall have incorporated within the Redevelopment Contract a CUP for construction services and professional services that has been approved or deemed approved by the Director or the Board, as applicable, or in the event a CUP has not been approved or deemed approved by the Director or the Board, then LCRA shall incorporate within the Redevelopment Contract a CUP which provides for goals established pursuant to Section 3-431 of the City Ordinance.

## **VII. Determining Contract Participation Credit for MBEs and WBEs.**

(a) The following contract amounts shall be credited toward achieving the goals:

- (1) The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.

- (2) The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
- (3) Sixty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
- (4) Ten percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
- (5) One hundred percent of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
- (6) Subcontractor participation with a lower tier MBE/WBE subcontractor by the subcontractor using one of the above methods of participation.

(b) Notwithstanding any other provision of this section, no credit toward achieving the goals on an individual contract shall be given for:

- (1) Participation in a contract by any qualified MBE or WBE that does not perform a commercially useful function. The prime contractor shall have the burden of proving that an MBE or WBE is performing a commercially useful function.
- (2) Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE.
- (3) Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself.
- (4) Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

(c) In order to be credited towards the MBE or WBE goals on a particular solicitation for a particular scope of work, the applicable MBE or WBE shall be certified by the date on which the CUP is due.

(d) All prime contractors on a City or LCRA contract or development agreement are to report names, address, scope of work, contract value of each subcontractor retained by them or other subcontractors for the project and the amount paid to each respective subcontractor.

### **VIII. Waiver of MBE/WBE Goals.**

When a request for waiver been filed on a Redevelopment Contract, the Director and LCRA shall make a mutual determination as to whether the developer or its prime contractor has made good faith efforts, as defined in section 3-441 of the City Ordinance to meet the contract goals, and to the extent the Director and LCRA fail to mutually agree within thirty (30) calendar days, the applicable Board as determined by sections 3-449 and 3-451 of the City Ordinance shall determine whether good faith efforts were exerted and its determination shall be final, and upon such determination that the Redeveloper or its prime contractor has made good faith efforts with respect to such request for waiver, the request for waiver shall be deemed approved by the Director. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

#### **IX. Standards to Determine Good Faith Efforts.**

(a) Good faith efforts are efforts that, given all relevant circumstances, a bidder, proposer, contractor, or Redeveloper actively and aggressively demonstrates in attempting to meet the prescribed goals. Good faith efforts must be demonstrated to be meaningful and not merely formalistic compliance. Notwithstanding the foregoing or anything in this article to the contrary, to the extent a bidder, proposer, contractor or Redeveloper, as applicable, has performed the following, the bidder, proposer, contractor or Redeveloper, as applicable, shall be presumptively determined to be in compliance with this section and only determined not to be in compliance upon a clear and convincing showing of an affirmative act or omission that is intentionally contrary to the spirit of this article:

- (1) Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations which are included in a list along with their contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by the department no less than every three (3) months, and such fifteen (15) calendar days shall be deemed sufficient time to allow MBE and WBE firms to participate effectively. Each advertisement shall contain the information required by section 3-441(1)(9) of the City Ordinance; and
- (2) Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required by section 3-441(1)(9) of the City Ordinance, by certified mail, e-mail or facsimile, to at least 80% of minority and women's business organizations which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by the department no less than every three (3) months, and such 15 calendar days shall be deemed sufficient time to allow MBE and WBE firms to participate effectively; or

- (3) Sent written notices, containing the information required by section 3-441(1)(9) of the City Ordinance, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the Contract at least 15 calendar days prior to the bid or proposal due date and such 15 calendar days shall be deemed sufficient time to allow them to participate effectively; and
- (4) Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the directory; and
- (5) At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in writing in achieving the MBE/WBE goals from the Director and acted on the Director's recommendations; and
- (6) Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal; and
- (7) Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated by section 3-441(a)(6) of the City Ordinance, and other qualified MBEs and WBEs, at the option of the bidder, proposer, contractor or Redeveloper, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, contractor or Redeveloper; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, contractor or Redeveloper and the Director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE; and
- (8) Attended pre-bid meetings when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, contractor or Redeveloper, as applicable or by the Director provided the Director provides written direction to the bidder, proposer, contractor or

Redeveloper at the time the goals are recommended by the Director pursuant to section 3-431 to provide for a pre-bid meeting(s); and

- (9) Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:
- (i) The bid due date;
  - (ii) The name of the project;
  - (iii) The address or general location of the project;
  - (iv) The location of plans and specifications for viewing;
  - (v) Contact information of the prime contractor or Redeveloper, as applicable;
  - (vi) A general description of the scopes of work that are the subject of the solicitation;
  - (vii) The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
  - (viii) If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
  - (ix) The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or Redeveloper as of the bid solicitation; and
  - (x) Any other information deemed relevant by the bidder, proposer, contractor or Redeveloper, as applicable, or the Director to the extent the Director provides written direction to the bidder, proposer, contractor or Redeveloper of such additional information at the time the goals are recommended by the Director pursuant to section 3-431 of the City Ordinance.
  - (xi) In the event the bidder, proposer, contractor or Redeveloper amends the scopes previously bid or decides to further open bids, and determines that further notice is necessary, the time for giving notices as provided in (1), (2) and (3) above shall be deemed

sufficient if given seven (7) business days in advance of the applicable updated bid due; and

(b) Good faith efforts analysis may be performed (1) in the event a CUP is rejected, (2) a request for modification is rejected, or (3) as of the completion of the project, if the bidder, proposer, contractor or Redeveloper is not able to meet the goals following the approval of a CUP or request for modification. In the event of one of the foregoing events, a bidder, proposer, or Redeveloper or its prime contractor shall submit documentation of its good faith efforts when requested by the city or LCRA.

(c) Good faith efforts shall be made prior to submission of the contractor utilization plan to the Director; provided however efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

(d) For Incentive Projects, the Director shall submit to LCRA his or her initial findings of good faith prior to sending the final good faith efforts finding to the Redeveloper and as soon as practicable thereafter the Director and LCRA shall mutually agree as to whether good faith efforts were exerted prior to submitting a final determination to the Redeveloper. To the extent the Director and LCRA fail to agree within thirty (30) calendar days, the applicable Board as determined by sections 3-449 and 3-451 of the City Ordinance shall determine whether good faith efforts were exerted and the Board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(e) Notwithstanding anything herein to the contrary, to the extent the proposer, bidder, contractor or Redeveloper or its prime contractor has not met each of the criteria set forth in section 3-441(a) of the City Ordinance for a presumptive determination that the bidder, proposer, contractor, Redeveloper, or its prime contractor has exerted good faith efforts, the Director, LCRA or applicable Board, nonetheless, may determine, given all relevant circumstances, that good faith efforts were exerted by the proposer, bidder, contractor, Redeveloper or its prime contractor. To the extent good faith efforts are determined with respect to the contractor utilization plan, modification or waiver submitted by a bidder, proposer, or Redeveloper or its prime contractor, such contractor utilization plan, modification or waiver, shall be deemed approved by the Director and the applicable waiver granted.

## **X. Modification or Substitution.**

(a) A bidder, proposer, contractor, or Redeveloper shall not make any modification or substitution with regard to an approved contractor utilization plan unless the modification or substitution has first been requested of the Director and approved. For Incentive Contracts, after bid or proposal opening or after a contract is awarded, the Director and LCRA may mutually approve substitutions of other qualified MBE/WBEs for those listed in the contractor utilization plan or approve modifications of the amount of participation listed in the contractor utilization plan. In the event LCRA and the Director fail to mutually agree and the applicable Board, as determined by sections 3-449 and 3-451 of the City Ordinance, determines that the bidder, proposer, contractor, or Redeveloper made and provided evidence of good faith efforts to substitute the listed MBE/WBE with other qualified MBE/WBEs for the listed scope of work or



any other scope of work in the project, finds that the bidder, proposer, or contractor has not attempted intentionally to evade the requirements of the City Ordinance it is in the best interests of the city and the LCRA to allow a modification or substitution, and also finds one of the following:

- (1) The listed MBE/WBE is non-responsive or cannot perform; or
- (4) The listed MBE/WBE has increased its previously quoted price to the bidder, proposer, contractor, or Redeveloper without a corresponding change in the scope of the work; or
- (5) The listed MBE/WBE has committed a material default or breach of its contract with the contractor or Redeveloper; or
- (6) Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
- (7) The listed MBE/WBE is unacceptable to the contracting department; or
- (8) The listed MBE/WBE thereafter had its certification revoked.

The process for such determination by the applicable board in those circumstances in which the Director and LCRA fail to mutually agree on an Incentive Project shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(b) If there is an increase in the quantity of the scope of work performed by an MBE/WBE, contractor or Redeveloper shall make good faith efforts to use such MBE/WBE for the increased work. If extra work not within the general scope of the contract and in excess of \$160,000.00 is required, the Director shall assign MBE/WBE goals for the extra work, if appropriate, and the contractor or Director shall make good faith efforts under the circumstances to achieve the goal.

(c) Bid shopping is prohibited.

(d) For Incentive Projects, the Director shall submit to LCRA, his or her initial determination of whether a modification or substitution is appropriate to the Redeveloper and as soon as practicable thereafter the Director and LCRA shall mutually agree as to whether a modification or substitution is appropriate prior to submitting final determination to the Redeveloper; provided, however, to the extent LCRA and the Director fail to agree within thirty (30) calendar days, the applicable board determined by sections 3-449 and 3-451 of the City Ordinance shall determine good faith efforts and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

## **XI. Remedies; Liquidated damages.**

(a) In addition to remedies set forth in the Redevelopment Contract, if the Director, applicable Board or LCRA finds that the Redeveloper has not made a good faith effort to comply with the goals established pursuant to the City Ordinance or has otherwise not complied with this Policy, LCRA may take such action as it deems appropriate, including but not limited to the temporary suspension of development rights, ordering a cessation of development activity, or may note such non-compliance in any future application by the Redeveloper to implement any future Incentive Project. In addition, LCRA may take into account the past compliance record of any Redeveloper's proposed contractors and subcontractors in evaluating such Redeveloper's applications to implement an Incentive Project.

(b) Because the amount of harm caused to MBEs and WBEs by the Redeveloper not exerting good faith efforts to meet the goals established pursuant to the City Ordinance is uncertain, if not impossible, to determine, the Redeveloper agrees to pay (not as a penalty) to LCRA liquidated damages in an amount not to exceed the fees and expenses incurred by LCRA, including attorney's fees, in investigating and determining that the Redeveloper has not complied with this Policy; plus an amount equal to the percentage of the total amount of dollars spent in the Kansas City Metropolitan Area for professional and/or construction services that MBEs or WBEs would have otherwise received or money that otherwise would have been spent to employ minorities and women in the workforce had the respective goals established pursuant to the City Ordinance, been attained by the Redeveloper. To illustrate the application of this liquidated damages provision, please refer the example below:

### **Example**

1. Pursuant to the implementation of Incentive Project A ("Project A"), a Redeveloper spends a total of \$100,000 for construction services. Such amount is paid exclusively to contractors, subcontractors and assignees, located within the Kansas City Metropolitan Area.
2. A Redeveloper utilized MBEs at a rate of 2% and WBEs at a rate of 1% for construction services in the development of Project A. Thus, the Redeveloper paid \$2,000 to MBEs and \$1,000 to WBEs for such construction services.
3. The goals established for Project A for the utilization of MBEs and WBEs in construction services is 9% and 7%, respectively and such goals were set forth in a contractor utilization plan approved by the Human Relations Department.
4. LCRA finds that the Redeveloper did not exercise good faith efforts to meet the goals for the utilization of MBEs and WBEs in construction services for the development of Project A. The cost associated with LCRA's investigation is, for illustration purposes only, \$5,000.
5. The additional amount that MBEs would have otherwise received had the goals been met would be an amount equal to: the goal of 9% minus the 2% actually attained of the total amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$7,000 with MBEs. The additional amount WBEs would have otherwise received had the goals been met would be an amount equal to: the goal of 7% minus the 1% actually attained of the total

amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$6,000 with WBEs.

6. Pursuant to the liquidated damages provision of this Policy, the Redeveloper may be obligated to pay to LCRA liquidated damages in an amount of \$5,000 (for illustration purposes only, the cost associated with LCRA's investigation, which amount may actually be higher or lower); plus \$7,000 (the amount MBEs would have otherwise received had the goals been met); plus \$6,000 (the amount WBEs would have otherwise received had the goals been met) for an aggregate amount of \$18,000 in liquidated damages.

(c) All city and LCRA contracts which contain goals shall contain a provision which provides for liquidated damages in the event the contractor or Redeveloper fails to achieve the MBE/WBE participation specified in the contractor utilization plan as finally approved by the Director or the goals established pursuant to 3-431 of the City Ordinance, whichever is lower, and fails to exert good faith efforts, as determined by the Director or, in the case of Incentive Projects, the mutual determination of the Director and the LCRA; except in the event the Director and LCRA fail to mutually agree, in which event, the determination of the applicable Board determined by sections 3-449 and 3-451 of the City Ordinance. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(d) The amount of liquidated damages for city contracts shall be in an amount as determined by the Director. For LCRA contracts, the Director and LCRA shall jointly agree on the amount of liquidated damages and may jointly agree to a remedy alternative to liquidated damages which promotes the goals of the city's MBE/WBE program. For LCRA contracts, should LCRA and Director fail to come to an agreement on the amount of the liquidated damages or a remedy alternative to liquidated damages, the applicable Board's determination (pursuant to sections 3-449 and 3-451 of the City Ordinance) of liquidated damages or other alternate remedy under LCRA contract shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(e) The liquidated damages may not exceed the difference between the monetary amount of the MBE/WBE participation finally approved, and as may be modified or waived, in accordance with this article, and the amount actually paid to certified MBEs and WBEs appearing on a CUP or modification approved by the Director, unless waived pursuant to section 3-437 of the City Ordinance. In determining the amount actually paid to qualified MBEs and WBEs, no credit shall be given for that portion of the MBE/WBE participation that was not approved in accordance with the provisions of section 3-435 of the City Ordinance, provided however that the Director, Director and LCRA, or Board, as appropriate may allow credit if they determine, in their sole discretion, that the contractor or Redeveloper acted in good faith. Notwithstanding the foregoing, in the event the CUP anticipated that the contractor or Redeveloper would exceed the goals established prior to the submission of the CUP, the liquidated damages may not exceed the difference between the monetary amount of the MBE/WBE participation pursuant to such goals established prior to the submission of the CUP and the amount actually paid to MBEs and WBEs.

## **XII. Procedures for LCRA Redevelopment Contracts.**

For Incentive Projects, LCRA shall require that the CUP be approved prior to granting the applicable incentive. If the Incentive Project is bid in phases, the Redeveloper shall submit an estimated time table for additional phases. The Director shall approve or reject the CUP within fifteen (15) calendar days of receiving the same and, if rejected, provide a written explanation for such rejection. If the Director fails to reach a decision within fifteen (15) calendar days of receiving the CUP, the CUP will be deemed approved by the Director or in the event a CUP has not been approved or deemed approved by the Director then LCRA shall incorporate within the Redevelopment Contract a contractor utilization plan which provides for goals established pursuant to Section 3-431 of the City Ordinance.

## **XIII. Required Reporting for Redevelopers.**

All contractors and Redevelopers with a contractor utilization plan shall provide any and all information required by the Director in a format prescribed by the Director in such intervals as the Director may determine.

## **XIV. Mediation of Disputes.**

Notwithstanding anything to the contrary in the City Ordinance, for Incentive Projects any arbitration or mediation between the prime contractor or Redeveloper and the M/WBE firm shall be in accordance with the arbitration or mediation provisions, as applicable, contained in the contract between the prime contractor or Redeveloper and the M/WBE firm. The provision shall not serve to inhibit the Director's ability to assist the prime contractor or Redeveloper and the MBE/WBE firm in reaching a compromise in matters of dispute.

## **XV. Severability.**

The provisions of this Policy are severable. If any provision or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remaining provisions, including the application of such provisions to other persons or circumstances, shall continue in full force and effect.

## **XVI. Redeveloper Compliance with the Policy.**

Redeveloper seeking taxing incentives from LCRA shall meet with the LCRA Executive Director or a designee to review the terms and conditions for compliance with this Policy and to receive goals for the Incentive Project based upon a proposed budget. Prior to the LCRA hearing on a proposed Incentive Project, the Redeveloper shall execute an Affidavit of Intent to Comply (**Exhibit A-1**) which acknowledges the terms and conditions of compliance with the Policy and the Redeveloper's commitment to comply. Once the Redeveloper begins contracting for Professional Services, the Redeveloper shall submit to HRD and LCRA's designee a contractor utilization plan for Professional Services (**Exhibit A-2**) identifying the MBE/WBEs to be utilized on the Incentive Project. HRD will verify the MBE/WBE participation proposed to be used for Professional Services and issue a contractor utilization plan approval form if the

Redeveloper's Professional Services contractor utilization plan proposes to meet or exceed the goals. If the Professional Services contractor utilization plan proposes utilization of MBE/WBEs in contracting lower than the assigned goals for the Incentive Project, then HRD will conduct a good faith effort review of the process the Redeveloper undertook to engage MBE/WBEs in the Professional Services contracting. HRD shall advise LCRA of its determination as to whether or not a Redeveloper exerted good faith efforts to engage MBE/WBEs in the contracting for Professional Services.

Prior to a Redeveloper contracting for Construction Services, the Redeveloper shall submit to HRD representative and the LCRA's designee a proposed contractor utilization plan for Construction Services (**Exhibit B-1**) identifying the MBE/WBEs to be utilized on the Development Project and/or public improvement. HRD will verify the MBE/WBE participation proposed to be used for Construction Services and issue a contractor utilization plan approval form if the Redeveloper's Construction Services contractor utilization plan proposes to meet or exceed the goals. If the Construction Services contractor utilization plan proposes utilization of MBE/WBEs in contracting lower than the assigned goals for the Project or the public improvement, then HRD will conduct a good faith effort review of the process the Redeveloper undertook to engage MBE/WBEs in the Construction Services contracting. HRD shall advise the LCRA of its determination as to whether or not a Redeveloper exerted good faith efforts to engage MBE/WBEs in the contracting for Construction Services.

## **XVII. Reporting Requirements**

The Redeveloper shall submit monthly reports of the Professional Services and Construction Services expenditures to MBE/WBEs once payments begin for those services and provide monthly reports of workforce hours once construction workers begin work on the Incentive Project. Monthly reports are due by the 15<sup>th</sup> of the month for the previous month's activity during the duration of the project. The Professional Services and Construction Services expenditure reports should be accompanied by proof of payments with copies of cancelled checks, invoices, lien waivers, affidavits of payments, or other documentation that would verify payment of the expenditures identified in the monthly reports. Monthly reports and supporting payment shall be submitted to HRD with a copy of the same to the LCRA designee.

## **XVII. Monitoring**

The LCRA designee shall report monthly to the LCRA Board of Commissioners the status of the Redeveloper compliance with this Policy in the development of the Incentive Project. HRD and/or the LCRA designee shall conduct periodic site inspections of the Incentive Project to confirm the utilization of MBE/WBEs reported as being contracted to perform services for the Incentive Project and to observe the presence of the minority and women workforce being reported in the workforce reports. Notice of the intent to visit the site shall be provided to the Redeveloper or its agent in writing 24 hours in advance. Reports of those site inspections will be made to the LCRA Board of Commissioners as they are conducted.

## **XVIII. Certified Minority and Women Business Enterprises**

The implementation of an Affirmative Action Policy by the City of Kansas City, Missouri and LCRA is done to ensure the participation of minority and women owned businesses in the development of and construction of Incentive Projects seeking taxing incentives. To ensure that Redevelopers utilize legitimate MBE/WBEs, the City of Kansas City, Missouri has a certification program which verifies that a company is owned and controlled by a bona fide minority or woman. Any person and/or company not certified by HRD shall not be regarded as an MBE or WBE for purposes of compliance with this program.

HRD maintains a database of certified MBE/WBEs located on HRD website <http://www.kcmo.org/humrel.nsf/web/directoryaccess?opendocument>. This database is updated on a regular basis as businesses are certified and as their certifications expire. Redevelopers and/or Contractors should refer to this database to confirm that a contractor/vendor is certified as an MBE/WBE to be counted towards MBE/WBE utilization in contracting.

## **XIX. Appeal Process**

Appeals as to determinations whether a Redeveloper exerted good faith efforts to meet the goals established pursuant to the City Ordinance shall be made to the applicable Board pursuant to Sections 3-450 and 3-453, respectively, of the City Ordinance. The Redeveloper bears the burden of proof to demonstrate compliance with the terms and conditions of this Policy.

## **BIBLIOGRAPHY**

**The Affirmative Action Policy is not intended to be a comprehensive restatement of the City Ordinance. Reference is made to the City of Kansas City, Missouri, Code of Ordinances, Chapter 3, Article IV, Divisions 1-3, Sections 3-401 through 3-600, and any related rules and regulations, as may be amended.**

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI

**PROCEDURES**

The procedures outlined below are designed to provide maximum opportunities for Minority Business Enterprises (“MBE”) and Women Business Enterprises (“WBE”) to bid and participate on projects carried out by redevelopers approved by the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “LCRA”).

These procedures have been prepared in an effort to encourage redevelopers and general contractors to use MBE/WBE businesses. Goals for MBE/WBE business participation will be established for professional service contracts and construction contracts as described in Article V of the LCRA’s Affirmative Action Policy. The LCRA will not provide any approved tax incentives to a redeveloper, including the issuance of a tax abatement certificate, until the redeveloper provides to the LCRA an approved Contractor Utilization Plan (CUP) for incorporation into the redevelopment contract.

Step 1 – Preliminary Conference

Within a reasonable time after the LCRA has identified a potential redeveloper, the LCRA will schedule a preliminary conference, which will be an overall informational review of the proposed project and the LCRA’s policies and procedures, including the LCRA’s Affirmative Action Policy.

The LCRA will provide to the redeveloper a packet of information and forms to acquaint the redeveloper with the LCRA’s Affirmative Action Policy. The LCRA’s failure to provide the LCRA’s Affirmative Action Policy, however, shall not affect the redeveloper’s obligation to submit and follow an Affirmative Action Plan (AAP).

Equal Opportunity Requirements

Before the LCRA Board of Commissioners (the “LCRA Board”) selects a redeveloper for the proposed project, each redeveloper is required to complete an Affirmative Action Plan and submit it to LCRA for review by HRD and the applicable Board. The Affirmative Action Plan is to be completed based upon the information available to the redeveloper at the time of its completion.

Pre-Award Commitments. It is the responsibility of the redeveloper to inform the LCRA, in writing, of any pre-award commitments to professional service providers, contractors or suppliers.

The redeveloper's Affirmative Action Information Packet (Exhibit A) will include the following materials and forms:

- a. Affidavit of Intent (Exhibit A-1)
- b. Budget Template (Exhibit A-2)
- c. Contractor Utilization Plan/Request for Waiver (Exhibit A-32)
- d. Letter of Intent to Subcontract (Exhibit A-4)
- e. Professional Services Utilization Plan (Exhibit A-5) (same as A-3)
- f. LCRA Board Resolution No. \_\_\_\_\_ -19 (Exhibit A-6)
- g. LCRA Board Resolution No. 5-01-09 – Workforce Policy (Exhibit A-7)
- h. MBE/WBE Resource Agencies (Exhibit A-8)
- i. Request for Modification or Substitution for Development Agreements (Exhibit A-9)
- j. Developer Affidavit for Final Close-Out (Exhibit A-10)
- k. Subcontractor Affidavit for Final Payment (Exhibit A-11)

#### Step II – Developer Submission for Board Approval of Redevelopment Plan

1. Prior to LCRA approval of contract with the selected redeveloper for the proposed project, the redeveloper shall submit all affirmative action documents for staff review and for the Director of Human Relations and the applicable Board to establish MBE/WBE Goals for the Redevelopment Project.
2. The LCRA staff will report on the redeveloper's Affirmative Action Plan at or before the time the LCRA Board considers and approves a Redevelopment Contract with the redeveloper for the proposed project. The redeveloper's Affirmative Action Plan shall identify MBE/WBE participants in the pre-construction phase of the project and the areas of MBE/WBE participation.

#### Step III – General Contractor Selection

When advised by the redeveloper that a general contractor has been selected, the LCRA staff will meet with the redeveloper and general contractor to explain the LCRA's Affirmative Action requirements. This meeting should occur as early as possible in the LCRA approval process.



#### Step IV – Pre-Bid Conference

Within a reasonable time before construction begins, the redeveloper and contractor will meet with HRD to finalize their Contractor Utilization Plan and provide a copy of the CUP to LCRA staff.

#### Step V – Bid Procedure

The redeveloper will inform the LCRA, in writing, of any pre-award commitments to contractors or suppliers.

The General Contractor will send notices to one or more of the MBE/WBE resource agencies (list included in this packet) by registered mail (return receipt requested), fax log, or verified e-mail inviting bids from their membership as well as companies certified by the City of Kansas City, Missouri ([kcmo.gov](http://kcmo.gov)). This agency should be provided copies of the registered mail receipts and notices. Notices must go out at least two weeks before bids are due.

The General Contractor should submit two (2) sets of plans and specifications to the MBE/WBE resource agencies for their membership to review.

This agency should be provided documentation of follow-up telephone calls to the resource agencies or to individual contractors after notices have been sent.

#### Step VI – Monitoring

During the construction of the project, HRD will monitor the project to ensure the Contractor Utilization Plan goals are being attained or, in the absence of achieving the goals, a Good Faith Effort is made to achieve the goals. The redeveloper must report monthly on the 15<sup>th</sup> of each month on the HRD's online reporting system (B2GNow) and HRD will provide a monthly report to the LCRA. By submitting such reports to HRD the redeveloper represents that the information contained therein is accurate and fully describes the redeveloper's progress toward fulfilling the affirmative action goals under the Contractor Utilization Plan. The LCRA may at any reasonable time review and inspect the redeveloper's records to verify information contained in the redeveloper's annual report.

Upon close out by HRD, HRD or its contracted designee shall no longer monitor the project.

EXHIBIT A

LAND CLEARANCE FOR REDEVELOPMENT  
AUTHORITY OF KANSAS CITY, MISSOURI

REDEVELOPER'S AFFIRMATIVE ACTION  
INFORMATION PACKET

## EXHIBIT A-1

TO: All LCRA Applicants/Redevelopers

FROM: Greg Flisram, Executive Director

RE: Affirmative Action Process

Enclosed in this packet you will find information and materials needed to satisfy the affirmative action policy of the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the "LCRA").

The goals for MBE/WBE business participation apply to professional services and consultants, as well as construction contractors and suppliers. To receive participation credit, an MBE/WBE business must be certified by the City of Kansas City Human Relations Department ("HRD").

All redevelopers, general contractors and subcontractors shall make good faith efforts to accomplish the minimum goals established for each project and shall cooperate with the LCRA and the HRD in preparing their affirmative action plans and certifying the levels of employment accomplished under that plan.

All redevelopers, prior to approval of their redevelopment contract by the LCRA, are required to complete and submit to this agency an Affirmative Action Plan ("AAP"). Also, redevelopers must inform this agency, in writing, of any pre-award commitments or suppliers.

Based on this information and a proposed timetable of actions to accomplish the intent of the LCRA's affirmative action policy, the LCRA and the redeveloper will develop a preliminary schedule for affirmative action performance and reviews.

Before LCRA approval of any redevelopment contract, the redeveloper and general contractor will meet with the LCRA staff to discuss their AAP and monitoring of the project. During the planning, design and construction of the project, the LCRA, or the HRD, will monitor the project to ensure that affirmative action goals are being attained, or that a good faith effort is made to achieve the goals. It is the responsibility of the selected redeveloper to implement the affirmative action policy goals for professional services and consultants, to provide this information to the general contractors, and to assist the general contractor in maintaining MBE/WBE participation and minority and women construction employment participation during the construction process.

The information requested in the enclosed materials is required for all projects assisted by the LCRA. Please do not hesitate to contact this office if you have any questions or need assistance in any way. We are looking forward to working with you on this project.

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Nothing in this Affirmative Action Information Packet, or in the Affirmative Action Policy of the LCRA relieves redevelopers and/or other parties participating in LCRA projects from any

other local, state or federal laws or regulations. It is the obligation of all redevelopers and/or other parties participating in LCRA projects to comply with all such laws and regulations; and, failure to do so may be deemed by the LCRA Board of Commissioners to be a default of the parties' contractual obligation to the LCRA.

Enclosures

**EXHIBIT A-1**

Affidavit of Intent

## **EXHIBIT A-2**

### Budget Template

### SCOPE OF SERVICES BUDGET

Plan Name:					Date Submitted:	
Project Name:						

The below listed scopes of services are examples of the level of detail we need to determine the availability of MBE/WBEs to participate on the project.

\* The scopes of work and dollar amounts listed on this MBE/WBE Contract Goal Request form are using internal estimates only for the purpose of analyzing the availability and capacity of MWBE's to set appropriate target goals. Nothing contained within this form should be used to limit, restrict or mandate MWBE participation in particular scopes of work for responding to formal solicitations, including, but not limited to, invitations to Bid and/or Requests for Proposals.

Please feel free to insert additional scopes relevant to your project.

		For HRD Use Only	Potential	For HRD Use Only	Potential	
	Estimated Cost	Potential MBE Utilization	MBE %	Potential WBE Utilization	WBE %	Comments/Remarks
<b>PROFESSIONAL SERVICES</b>		*		*		
Conceptual Design/Phase I			0%		0%	
Architectural Fees			0%		0%	
Lead Certification			0%		0%	
Civil Engineering			0%		0%	
Mechanical Engineering			0%		0%	
Structural Engineering			0%		0%	
Engineering			0%		0%	
Elevator Design/Consulting			0%		0%	
Building/Site Signage Design			0%		0%	
Surveying			0%		0%	
Site Platting			0%		0%	
Landscape/Streetcape Design			0%		0%	
Consultant Fees			0%		0%	
Bond Counsel			0%		0%	
Legal Fees			0%		0%	
Accounting			0%		0%	
Cost Certification Fees			0%		0%	
Geotechnical			0%		0%	
Special Inspections			0%		0%	
Structural Inspections			0%		0%	
Tax Credit Consultant			0%		0%	
Market Study			0%		0%	
Traffic Study			0%		0%	
Real Estate Fees			0%		0%	
Project Management Fees			0%		0%	
Appraisal			0%		0%	
Interior Design			0%		0%	
Environmental, i.e. Phase I Study			0%		0%	
Site Security			0%		0%	
Reproductions Costs			0%		0%	
Other:			0%		0%	
Other:			0%		0%	
Other:			0%		0%	
Other:			0%		0%	
Total Professional Services Expense	\$ -	\$ -	0%	\$ -	0%	

### SCOPE OF SERVICES BUDGET

[illegible]



**SCOPE OF SERVICES BUDGET**

Plan Name:						
Project Name:						
		For HRD Use Only		For HRD Use Only		
Construction Services Cont'd		Potential MBE	Potential	Potential WBE	Potential	
	Estimated Cost	Utilization	MBE %	Utilization	WBE %	Comments/Remarks
Sheetrock/Materials			0%		0%	
Drywall, Tape & Finish			0%		0%	
Plumbing/Materials			0%		0%	
HVAC/Materials			0%		0%	
Roofing			0%		0%	
Roof Drains			0%		0%	
Sheet Metal			0%		0%	
Building Insulation			0%		0%	
Firestopping			0%		0%	
Fire Sprinklers			0%		0%	
Stand Pipe			0%		0%	
Waterproofing			0%		0%	
Equipment			0%		0%	
Window Treatments			0%		0%	
Acoustical Ceilings			0%		0%	
Flooring/Tile			0%		0%	
Furniture, Fixtures, & Equipment			0%		0%	
Furniture, Fixtures, & Equipment Install			0%		0%	
Specialties Materials			0%		0%	
Specialties Labor			0%		0%	
Conveying Systems			0%		0%	
Siding			0%		0%	
Carpet/Base/Flooring			0%		0%	
Audio/Visual Equipment			0%		0%	
Audio/Visual Equip Install			0%		0%	
Security Equipment			0%		0%	
Other			0%		0%	
Other			0%		0%	
Other			0%		0%	
Subtotal	\$ -	\$ -	0%	\$ -	0%	
		For HRD Use Only		For HRD Use Only		
MISCELLANEOUS		Potential MBE	Potential	Potential WBE	Potential	
CONTINGENCY		Utilization	MBE %	Utilization	WBE %	Comments/Remarks
CONTRACTOR GENERAL CONDITIONS						
CONTRACTOR FEE			0%		0%	
Utilities			0%		0%	
Performance & Payment Bonds			0%		0%	
Building Permits			0%		0%	
Builder's Risk Insurance			0%		0%	
Maintenance Bonds for Public Works			0%		0%	
Advertising			0%		0%	
Other:			0%		0%	
Other:			0%		0%	
Other:			0%		0%	
Total Construction Costs	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!	

**EXHIBIT A-3**

**CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER**

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

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

\_\_\_\_\_  
(Department Project) Department

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

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

I, \_\_\_\_\_, of lawful age and upon my oath state as follows:

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.

1. The project target goals are \_\_\_\_\_ % MBE and \_\_\_\_\_ % WBE.
2. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:
  - a. **BIDDER/PROPOSER PARTICIPATION:** \_\_\_\_\_% MBE \_\_\_\_\_% WBE
  - b. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$ \_\_\_\_\_
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 \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- b. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- c. Name of M/WBE Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone No. \_\_\_\_\_  
 I.R.S. No. \_\_\_\_\_
- 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:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____


**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

**WBE FIRMS:**

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract

**TOTAL MBE \$ / TOTAL MBE %:** \$ \_\_\_\_\_ %

\*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

\*\*“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

5. Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation
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: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Facsimile number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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

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

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

(Attach corporate seal if applicable)

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

My Commission Expires: \_\_\_\_\_  
Notary Public

## EXHIBIT A-4

### Letter of Intent to Subcontract



## LETTER OF INTENT TO SUBCONTRACT

Project Name/Title \_\_\_\_\_  
Project Location/Number \_\_\_\_\_

\_\_\_\_\_ (“Prime Contractor”) agrees to enter into a contractual agreement with \_\_\_\_\_ (“M/W/DBE/Section 3 Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract: (Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

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

\_\_\_\_\_ for an estimated amount of \$ \_\_\_\_\_ (or \_\_\_\_\_ %) of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations 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.

---

This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract.  
IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

(1) Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Primary Contact: \_\_\_\_\_

a) This subcontractor **is/is not** an M/W/DBE certified with the City of Kansas City, Missouri (circle one).

- NOTE 1: 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.
- NOTE 2: 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 no corresponding Letter of Intent is required.

b) Scope of work to be performed: \_\_\_\_\_  
c) The dollar value of the agreement is: \_\_\_\_\_  
d) Date of the contractual agreement (if applicable): \_\_\_\_\_



**PRIME CONTRACTOR:**

Signature: Prime Contractor

---

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

Title	Date
-------	------

State of \_\_\_\_\_)  
County of \_\_\_\_\_) SS.

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

---

Name & Title

Subscribed and sworn to before me, a notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

**M/W/DBE SUBCONTRACTOR:**

Signature: M/W/DBE Subcontractor

---

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

Title	Date
-------	------

State of \_\_\_\_\_ )  
 ) SS.  
County of \_\_\_\_\_ )

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

---

Name & Title

Subscribed and sworn to before me, a notary public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

EXHIBIT A-5

Contractor Utilization Plan for Professional Services

\_\_\_\_\_  
(Land Clearance for Redevelopment Authority)

\_\_\_\_\_  
(Redeveloper)

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

Comes now \_\_\_\_\_, of lawful age and being duly sworn upon his/her oath, states as follows:

I am the \_\_\_\_\_ (position) of Redeveloper and am authorized to make this statement on its behalf. This affidavit is for the purpose of complying with the LCRA's Affirmative Action Policy requirements for utilization of Minority/Women Business Enterprises (MBE/WBE), as MBE's and WBE's are defined by the LCRA's Affirmative Action Policy, for professional services.

The Redeveloper acknowledges and agrees that the aggregate amount it intends to spend on professional services in connection with the implementation of the above-mentioned project is \$ \_\_\_\_\_.

The Human Relations Department has established and the Redeveloper that agrees there should be a minimum of \_\_\_\_\_ percent (\_\_\_\_%) Minority Business Enterprise (MBE) and \_\_\_\_\_ percent (\_\_\_\_%) Women's Business Enterprise (WBE) professional services participation in the above-named project.

In order to meet the Goals for professional services, the following is a true and accurate list of the professional services providers, regardless of tier, with whom Redeveloper intends to contract:

- a. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_
- b. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

DATE \_\_\_\_\_  
INITIALS \_\_\_\_\_

Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

c. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

d. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

e. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

f. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

g. Name of M/WBE Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Race, ethnic origin, or gender: \_\_\_\_\_  
Area/Scope of Work: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

DATE \_\_\_\_\_  
INITIALS \_\_\_\_\_

-----  
Estimated Budget:    \$\_\_\_\_\_

Proposed MBE/WBE Utilization:

MBE:                    \$\_\_\_\_\_ %

WBE:                    \$\_\_\_\_\_ %

DEVELOPER

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

Name: \_\_\_\_\_

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

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

My Commission expires:

DATE \_\_\_\_\_  
INITIALS \_\_\_\_\_

EXHIBIT A-6

LCRA Board Resolution No. \_\_\_\_\_-19

EXHIBIT A-7

LCRA Resolution No. 5-01-09 – Workforce Policy  
Resolution No. 5-01-09

RESOLUTION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI (“AUTHORITY”) AMENDING THE AUTHORITY’S AFFIRMATIVE ACTION POLICY TO ESTABLISH A CONSTRUCTION EMPLOYMENT PROGRAM THAT SETS GOALS FOR UTILIZATION OF MINORITY, WOMEN AND RESIDENT WORKERS ON CONSTRUCTION PROJECTS, ESTABLISHING AN EFFECTIVE DATE, AND AUTHORIZING ACTIONS RELATED THERETO.

WHEREAS, on August 30, 1978, the Authority’s Board of Commissioners adopted the Authority’s Affirmative Action Policy, as amended from time to time (“Affirmative Action Policy”).

WHEREAS, on April 26, 2007, the City Council of the City of Kansas City, Missouri adopted Committee Substitute for Ordinance No. 070504, As Amended, which established a construction employment program that sets goals for utilization of minority, women and resident workers on construction projects (“City Workforce Ordinance”).

WHEREAS, the City Workforce Ordinance became effective July 1, 2007.

WHEREAS, on April 23, 2008, the Authority’s Board of Commissioners amended the Affirmative Action Policy by its adoption of Resolution 4-01-08 (“Amendment”), which, among other things, updated the Authority’s goals for MBE/WBE business participation and Section 7 of the Amendment approved and established construction workforce goals.

WHEREAS, as requested by the City, the Authority desires to further amend the Affirmative Action Policy by modifying Section 7 of the Amendment to include the terms and conditions of the construction employment program (“Construction Employment Program”) in substantially the same form as the City Workforce Ordinance. The amendment to the Authority’s construction workforce goals shall be referred to as the “LCRA Workforce Policy”.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, as follows:

1. The Authority’s Affirmative Action Policy is amended to include the terms and conditions of the Construction Employment Program in substantially the same form as the City Workforce Ordinance and as more specifically set forth as the LCRA Workforce Policy in this Resolution. The Authority shall adhere to the requirements set forth herein and shall contractually require its Redevelopers to do the following:

- a. meet or exert good faith efforts to meet the goals established by the Human Relations Department of the City and, if necessary, any adjustments required by the Construction Workforce Board,

- b. comply or exert good faith efforts to comply with the Construction Employment Goals approved by the Human Relations Department of the City and the Authority,
- c. comply with all reporting requirements set forth in this LCRA Workforce Policy, and
- d. (4) contractually require each Construction Contractor to comply with this LCRA Workforce Policy and to enforce such contractual provisions.

2. Definitions applicable to the LCRA Workforce Policy.

*Apprentice* means person of legal working age who has entered into a program for training and employment to learn a skilled construction trade.

*Apprenticeship Program* means a program approved by the Bureau of Apprenticeship Training providing for no less than 2,000 hours of reasonably continuous employment and for participation in an approved schedule of work experience through employment, which shall be supplemented by a minimum of 144 hours per year of related instruction.

*Authority* means the Land Clearance for Redevelopment Authority of Kansas City, Missouri.

*City* means the City of Kansas City, Missouri.

*City Council* means the governing body of the City.

*Compliance Officer* means the Authority's staff member assigned to monitor a Construction Contractor's compliance with this LCRA Workforce Policy.

*Construction Contract* means a contract between a Redeveloper and a Construction Contractor for construction of a Construction Project estimated by the Authority prior to solicitation of construction bids as requiring more than 800 construction labor hours and with an estimated cost that exceeds \$324,000.00 (as may be adjusted annually by the City) for the construction, reconstruction, improvement, enlargement or alteration of any fixed work for which the Authority has granted tax abatement, or in which any portion of the Construction Contract is paid for out of City funds, tax increment financing, or funds administered by the City or the Authority pursuant to a federal or state grant, including, but not limited to any building, road, street, public utility or other public facility, regardless of the Construction Contract's dollar amount, and regardless further of whether the Authority is a signatory to the Construction Contract. For instances where the Authority is acting as a developer, a Construction Contract shall also mean a contract between the Authority and a Construction Contractor for construction of a Construction Project.

*Construction Contractor* means any individual, partnership, corporation, association or other entity, or any combination of such entities, who or which, regardless of the number of

employees, enters into a Construction Contract with a Redeveloper for construction of a Construction Project as part of a Redevelopment Project.

*Construction Employment Goals* means the percentages of construction labor hours to be performed by minority and women workers for a Construction Contractor on all construction projects of that Construction Contractor throughout the Kansas City Metropolitan Statistical Area, on a particular Construction Contract, during the construction time period of that Construction Contract unless otherwise waived by the Authority.

*Construction Employment Program* means the program established by the City by the Workforce Ordinance regarding the recruitment, training, mentoring and retention of employees, including apprentices and journeymen, on Construction Projects.

*Construction Hours Affidavit* means a statement by a Construction Contractor, verified under oath, setting forth the Construction Contractors intent to meet or exceed the Construction Employment Goals while performing a Construction Contract.

*Construction Labor Hour* means a sixty-minute period of time devoted by a worker, employed by a contractor or subcontractor, performing labor on a Construction Project job site; or, preparing, fabricating or painting materials or equipment to be used or incorporated on a Construction Project job site.

*Construction Project* means any project performed by a Construction Contractor in the Kansas City Metropolitan Statistical Area.

*Construction Workforce Board* means a board created by the City in accordance with the City Workforce Ordinance.

*Director* means the Director of the Human Relations Department of the City of Kansas City, Missouri or his/her designee, or the person within the City Manager's Office that is assigned to perform the tasks delegated to the Director of the Human Relations Department.

*Equal Opportunity Clause* means a statement prohibiting discrimination on construction projects based on race, color, sexual orientation, age, gender, national origin, religion, mental or physical disability as proscribed in the Kansas City Code of Ordinances, Chapter 38, Article III, Section 38-132.

*Fixed Work* means any permanent building or structure to be reconstructed, improved, enlarged or altered under a Construction Contract.

*Good Faith Waiver* means a waiver that is granted by the Authority based upon a showing by a Construction Contractor that despite undertaking in good faith the actions outlined in this Construction Employment Program, the Construction Contractor was unable to achieve the Minimum Employment Goals.

*Incentive Construction Employment Goal* means an aspirational goal for company-wide employment of minorities and women intended to encourage Construction Contractors to invest



additional money and resources to hire and retain minorities and women on their workforce in order to achieve participation percentages well in excess of the Minimum Employment goals and the percentage of minorities and women generally available in the workforce by providing public recognition upon the completion of a Construction Contract, to the Construction Contractor who achieves such goal.

*Journey person* means one who has completed an apprenticeship in a trade or craft and is recognized in the particular trade or craft as a journey person.

*Labor Union* means any organization which exists, in whole or in part, for the purpose, of collective bargaining; for dealing with employers concerning grievances, terms or conditions of employment; or, for other mutual aid or protection of workers in relation to employment.

*LCRA Workforce Policy* means the requirements for construction employment under applicable Construction Contracts adopted by the Authority that are consistent with and are in substantially the form of the City's Construction Employment Program.

*Metropolitan Statistical Area (MSA)* means the seven-county Kansas City metropolitan statistical area as defined by the United States Department of Labor. A map of the MSA is attached to this resolution as Exhibit A.

*Minimum Construction Employment Goal* means a minimum goal for company-wide employment of minorities and women that a Construction Contractor is expected to endeavor to meet by undertaking in good faith the actions outlined in this Construction Employment Program.

*Minority* means a person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
- d. Native American, a person having origins in any of the original peoples of North America, and who maintain tribal affiliation or demonstrate at least

one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

*Redeveloper* means any individual, firm, partnership, corporation, company, association, joint stock association, public or private agency, limited liability company, or other entity that has entered into a Redevelopment Contract for the purpose of undertaking a Redevelopment Project that requires Redeveloper to enter into a Construction Contract with a Construction Contractor as part of such Redevelopment Project.

*Redevelopment Contract* means a contract between the Authority and Redeveloper pursuant to which a Redeveloper undertakes a Redevelopment Project and a Redeveloper enters into a Construction Contract for construction of a Construction Project as part of a Redevelopment Project.

*Redevelopment Project* means a project as described in a Redevelopment Contract to be undertaken by a Redeveloper and that requires a Redeveloper to enter into a Construction Contract.

*Resident* means an individual residing or domiciled within the City.

*Woman* means a person who is a citizen or lawful permanent resident of the United States and who is a female.

*Workforce Preparedness Program* means a program approved or certified by the City that actively seeks the participation of minorities and women and provides them with the skills and resources necessary to enter a program for training and employment to learn a skilled construction trade.

### 3. Purpose of the LCRA Workforce Policy.

(a) The City established the Construction Employment Program for the following purposes:

- (1) Increase recruitment, training, and retention of residents, minorities and women on Construction Contracts and throughout the Kansas City MSA; and
- (2) Prescribe policies and procedures to implement the City's objective in accordance with the Workforce Ordinance; and
- (3) Promote Workforce Preparedness Programs and Apprenticeship Programs to increase the number of skilled minority and women employees in the construction trades with the goal of increasing minority participation in Apprenticeship Programs to 30% by 2011 and female participation in Apprenticeship Programs to 5% by 2011.

- (4) Further the retention of minorities and women in the current workforce by promoting mentoring programs to assist such workers and establishing goals to encourage City Contractors to retain such workers.

(b) The LCRA Workforce Policy shall not be construed as requiring or encouraging a Construction Contractor, or any subcontractor or supplier working in conjunction with the Construction Contractor, to make employment decisions or otherwise alter the terms and conditions of employment based upon race or gender.

(c) The Director may adopt rules and regulations to implement the Construction Employment Program and the Authority is authorized to adopt such rules and regulations as needed.

#### 4. Application of Resolution.

(a) The provisions of this resolution shall apply to all Construction Contracts as defined in this resolution.

(b) The Authority shall adopt any adjustments to the Workforce Ordinance approved by the City Council but only to the extent that any such adjustments are applicable to the Authority.

(c) All Redevelopment Contracts shall require that a Redeveloper include the requirements of the LCRA Workforce Policy in a Construction Contract and that a Redeveloper use good faith efforts to ensure that a Construction Contractor complies with the LCRA Workforce Policy; provided, however, that a Redevelopment Contract that provides exclusively acquisition assistance but that does not provide public financial assistance to a Construction Project shall not be subject to the requirements of the LCRA Workforce Policy.

#### 5. Construction Employment Goals.

(a) Construction Employment Goals, expressed as a percentage of total construction labor hours of a Construction Contractor on all Construction Projects within the Kansas City MSA shall be established by the LCRA Workforce Policy for an initial five-year period, subject to adjustment and renewal by the City Council and the Authority as provided herein. Such goals shall be reviewed annually by the Director in consultation with the Construction Workforce Board and the Director and the Construction Workforce Board shall have the right to recommend to the City Council adjustments as it deems to be in the best interests of the City and its citizenry. The Authority is authorized to adopt any adjusted Construction Employment Goals approved by the City Council as needed.

(b) In establishing the Construction Employment Goals, the City has considered:

- (1) The general population in the City and in the Kansas City Metropolitan Statistical Area (MSA); and

- (2) The general workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (3) The availability of minority and women in the workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (4) The utilization of minorities and women in the workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (5) The projected growth of the Kansas City construction industry; and
- (6) Information from contracting associations, labor organizations, workforce preparedness programs and community groups concerning workforce availability in the commercial marketplace; and
- (7) Any other requirements imposed by federal, state or local laws.

(c) In recommending any adjustments to the Construction Employment Goals, the Director in consultation with the Construction Workforce Board shall consider all of the information described in subsection (b) and any statistical data subsequently gathered regarding the Construction Employment Program.

(d) Construction Employment Goals are established as follows:

- (1) For minorities, an Incentive Construction Employment Goal of 20% and a Minimum Construction Employment Goal of 10%.
- (2) For women, an Incentive Construction Employment Goal of 4% and a Minimum Construction Employment Goal of 2%.

(e) The Construction Employment Goals are not the goals for individual Construction Contracts; they are company-wide goals within the Kansas City MSA for any Construction Contractor performing work on a Construction Contract. Company-wide goals are intended to further the City's and the Authority's interest in promoting greater long-term retention of minorities and women. Both goals shall be based upon minorities and women working sufficient hours to qualify for benefits.

(f) The Construction Employment Goals shall be reviewed on an annual basis by the Director in consultation with the Construction Workforce Board. The Director and the Construction Workforce Board shall present an evaluation to the City Council of the Construction Employment Program every year. Annually, the City Council shall review the Director's and Construction Workforce Board's evaluation of the Construction Employment Program and evaluate whether the Program should be amended. Every five years, the City Council shall evaluate whether the Program should be extended or terminated, but failure to do so shall not invalidate the Workforce Ordinance or any contract or solicitation.

(g) A Redeveloper shall be presumed conclusively to be in compliance with this LCRA Workforce Policy if a Redeveloper makes a good-faith effort to meet the Minimum Employment Goals. In the event that Minimum Construction Employment Goals have not been met, the Redeveloper may request a Good Faith Waiver from the Authority. The Authority shall grant a Good Faith Waiver if the Redeveloper can demonstrate that good-faith efforts have been made to achieve the goals. In determining whether a Redeveloper made a good-faith effort to meet the Minimum Employment Goals, the Director shall consider whether the Redeveloper undertook the following actions during the period beginning with the date the Redeveloper received construction bids and ending on the date that the Redeveloper completed the Redevelopment Project:

- (1) For those Redevelopers that have entered into Construction Contracts with Construction Contractors that are not signatories to a collective bargaining agreement with organized labor:
  - a. Requested in writing the assistance of the Compliance Officer and/or the Director with respect to efforts to promote the utilization of, minorities and women in the workforce and acted upon any such recommendations; and
  - b. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the Construction Contract, and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
  - c. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained copies of each advertisement and a log identifying the publication and date of publication; and
  - d. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organizations, schools with a significant minority student population, and training organizations serving the recruitment area; and

- e. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor established and maintained and/or obtained from the City or the Authority a current list of resident, minority and women recruitment sources, providing written notifications to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained a current file for the time period of the Construction Contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and
  - g. Required by written contract all subcontractors to comply with this provision.
  - h. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits.
- (2) For those Redevelopers that have entered into Construction Contracts with Construction Contractors that are signatories to collective bargaining agreements with organized labor:
- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and Contractors, or some other Apprenticeship Program, whose purpose is to recruit, train and employ new workers for a full-time career in the construction industry. For purposes of this LCRA Workforce Policy, a Construction Contractor's support may include, but is not limited to, financial contributions, providing volunteers, or in-kind services or goods; and
  - b. Requested in writing from each Labor Union representing crafts to be employed by the Construction Contractor that:
    - i. The Labor Union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and

- ii. The Labor Union identify any residents of the City, minorities and women in its membership eligible for employment by the Construction Contractor; and
    - iii. the JATC take substantial and real steps to increase the participation of minorities in the union Apprenticeship Programs in the aggregate to 30% by 2011 and encourage other Labor Unions to do the same; and
    - iv. the JATC take substantial and real steps to increase the participation of women in the union Apprenticeship Programs in the aggregate to 5% by 2011 and encourage other Labor Unions to do the same; and
    - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals; and
  - c. Collaborated with Labor Unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
  - d. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained a current file with the name, address, and telephone number of each resident, minority and woman worker identified by the Labor Union, whether or not the person was hired, and in the event the person was not hired, the reason therefore; and
  - e. To the extent that the good-faith effort requirements set forth in this section are in conflict with the procedures implemented by the Construction Contractor in order to comply with a competitive bargaining agreement, the Construction Contractor shall substitute other procedures, as may be approved by the Compliance Officer, in consultation and cooperation with the Director, in writing, in order to accomplish the purpose and intent of this section.
- (h) Required by written contract all subcontractors to comply with this provision; and
- (i) Notwithstanding anything contained in this section, if a Good Faith Waiver is required by federal or state or local law, the Compliance Officer, in consultation and cooperation with the Director, shall grant a Good Faith Waiver to a Redeveloper that nonetheless fails to

meet: (a) the minority and women employment goals; and (b) the standards set forth in Section 5 of this resolution.

(j) When a Redeveloper files a request for a Good Faith Waiver, the Compliance Officer, in consultation and cooperation with the Director, shall make a recommendation to the Authority as to whether the request should be approved or denied.

#### 6. Incentive Construction Employment Goals.

The Authority is authorized to provide public recognition to a Redeveloper on a Construction Contract that achieve the minority and female Incentive Construction Employment Goals of the Construction Employment Program.

#### 7. Monitoring and Compliance with Construction Employment Program.

(a) At the time a bid is submitted, the Construction Contractor shall submit a Construction Hours Affidavit in a format determined by the Compliance Officer and the Director stating the Construction Contractor's intent to meet or exceed the Minimum Construction Employment Goals while performing the Construction Contract or request a waiver.

(b) After the Construction Contract has been executed, but before construction begins, the Director may require the selected Construction Contractor to meet with the Compliance Officer for the purpose of discussing providing first opportunity to residents of the City, the Construction Employment Goals for minority and women workers, how the Construction Contractor will endeavor in good faith to meet the Minimum Construction Employment Goals, and any problems that may affect the Construction Contractors ability to employ residents of the City or achieve the Construction Employment Goals.

(c) After completion of work on the Construction Contract but before release of retainage, final acceptance and closeout, the Construction Contractor shall provide to the Compliance Officer and the Director, in a format approved by the Director, the payroll records of the Construction Company and its subcontractors on the Construction Contract, for the economic quarter years spanning the duration of the Construction Contract: (i) the total number of hours of work performed by minorities and women on the Construction Contract and company-wide on all projects in the Kansas City MSA as compared to the total number of hours of work performed by all workers on the Construction Contract and company-wide on all projects in the Kansas City MSA; and (ii) the hours worked per capita by minorities and women as compared to the hours worked per capita by all other workers in the workforce.

(d) All Construction Contractors are expected to comply with all federal laws, including those of the Immigration and Naturalization Service and the Department of Homeland Security. Only those hours performed by workers in compliance with federal law may be counted towards the Construction Employment Goals.

(e) On all Construction Contracts, the Authority and the Director shall have access, at all reasonable times, to all books, papers, records, reports or accounts in possession of or under the control of all Construction Contractors and subcontractors as may be reasonably necessary to



ascertain compliance with this LCRA Workforce Policy, and all Construction Contractors and their respective subcontractors shall furnish such further information as may be required of such person within ten working days of the date it is so requested in writing. The Construction Contractor shall require all its subcontractors to comply with the requirements of this subsection.

(f) The Authority, the Compliance Officer, and/or the Director shall be authorized to conduct on-site audits and records inspections of any Construction Contractor and subcontractor without prior notice as may be necessary to ascertain compliance with this Ordinance. The Construction Contractor shall require all its subcontractors to comply with the requirements of this subsection.

(g) The Construction Contractor is required to obtain and retain documentation establishing the residence of record for any person working on a Construction Project. The documentation must show an address within the City and may be one of the following:

- (1) driver's license or identification card issued by a government or governmental agency with a photograph of the holder; or
- (2) voter registration card; or
- (3) utility bill showing the account holders name and address; or
- (4) valid United States Passport; or
- (5) document falling within any other category that the Compliance Officer and the Director determines sufficiently establishes residency.

(h) Monthly Reporting: The Construction Contractor performing work on a Construction Contract shall submit a Contractor Affirmative Action Monthly Report (CAAMR) to the Authority and the Director by the 15<sup>th</sup> day of each month through the duration of the Construction Contract. The Contractor Affirmative Action Monthly Report shall state the number of resident, minority and women construction labor hours performed on site per trade, and shall be submitted in a format determined by the Compliance Officer.

## 8. Equal Employment Standards.

(a) The Redeveloper shall contractually require that all Construction Contracts contain language requiring as a condition thereof that all Construction Contractors will adhere to the Equal Opportunity Clause set forth in the Kansas City Code of City Ordinances, Chapter 38, Article III, Section 38-132. The Equal Opportunity Clause shall include, at a minimum, the following provisions:

- (1) The Construction Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or sexual orientation.

- (2) The Construction Contractor will take affirmative action to ensure that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, disability or sexual orientation. Such action shall include, but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (3) The Construction Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(b) The Redeveloper shall contractually require that the Construction Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or sexual orientation.

(c) The Redeveloper shall contractually require that in the event of the Construction Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Construction Contractor may be declared ineligible for further contracts in connection with a Redevelopment Project. A Construction Contractor may appeal any such determination to the Authority.

## 9. Remedies.

(a) In addition to the remedies set forth in the Redevelopment Contract, if the Compliance Officer, in consultation and cooperation with the Director, shall find after investigation that a Redeveloper has not met the Construction Employment Goals and the Redeveloper has not made a good-faith effort to meet the goals, the Compliance Officer, in consultation and cooperation with the Director, may:

- (1) recommend to the Authority that the Authority not issue a certificate of tax abatement for the Redevelopment Project under the Redevelopment Contract or that the Authority issue a certificate of tax abatement but require the Redeveloper under the Redevelopment Contract to pay payments in lieu of taxes for some period during the ten-year tax abatement period as determined by the Authority in its sole and absolute discretion; and/or
- (2) recommend to the Authority that the Redeveloper be declared ineligible to receive any Construction Contract in connection with a Redevelopment Project for a period of time up to one year.

(b) After due notice given to the Redeveloper, the Authority shall hold a hearing and determine whether the Redeveloper made a good-faith effort to meet the Minimum Employment

Construction Goals and to determine the appropriate remedy if the Authority determines that the Redeveloper failed to make a good-faith effort to meet the Minimum Employment Construction Goals. If the Authority determines that the Redeveloper made a good-faith effort to meet the Minimum Employment Construction Goals, then the Authority shall grant a Good Faith Waiver to the Redeveloper.

10. Appeals; Construction Workforce Board.

(a) The City Workforce Ordinance established a Construction Workforce Board to hear appeals. Following a decision by the Authority that a Redeveloper failed to make a good-faith effort to meet the Construction Employment Goals, a Redeveloper may appeal the Authority's decision to the Construction Workforce Board.

(b) Appeals shall be made to the Construction Workforce Board by filing with the Compliance Officer within ten (10) working days after notice of the Authority's determination, a written request for review by the Construction Workforce Board, stating the grounds of such appeal with specificity. The Compliance Officer shall promptly forward to the Director and to the chairperson and members of the Construction Workforce Board a copy of any appeal.

(c) Failure to file a timely appeal to the Construction Workforce Board shall constitute a waiver of the right of a Redeveloper to appeal the Authority's determination and such person shall be estopped to deny the validity of any order, recommendation, determination or action taken by the Authority which could have been timely appealed and shall have been deemed to have exhausted all administrative remedies under this LCRA Workforce Policy.

(d) The Construction Workforce Board shall have authority to require that a party first make a written submission of its appeal prior to permitting a hearing and may summarily dispose of those appeals that it determines to be frivolous and without merit.

(e) After receiving an appeal from the Redeveloper, the Construction Workforce Board, shall set a date upon which a hearing shall be held by the Construction Workforce Board and shall notify all parties of the date thereof. The notice of hearing shall be served upon the parties at least ten (10) calendar days prior to the date of the hearing. A copy of the Authority's determination shall be attached to each such notice. A hearing shall be set no later than twenty-one (21) calendar days after receipt of the request for appeal to the Construction Workforce Board.

(f) The hearing shall be conducted under rules adopted by the Construction Workforce Board. The Construction Workforce Board may subpoena witnesses, compel their attendance, administer oaths, take the testimony of persons under oath, and require the production for examination any books, papers or other materials relating to any matter under investigation or in question before the Construction Workforce Board.

(g) The Construction Workforce Board shall cause all proceedings before it to be either audio recorded or held before a certified court reporter.

(h) The Construction Workforce Board shall have authority to affirm, modify or reverse the determination of the Authority with respect to whether good-faith efforts were made to meet the Minimum Construction Employment Goals.

(i) The determination of the Construction Workforce Board with respect to good-faith efforts, shall be a final determination and the Authority and the Redeveloper shall agree, pursuant to the Redevelopment Contract, that the decision of the Construction Workforce Board shall be binding upon the Authority and the Redeveloper; provided, however, that the Authority shall make the final determination as to the appropriate remedy under the Redevelopment Contract.

11. Severability.

If any section, subsection, clause, or provision of this resolution is deemed to be invalid or unenforceable in whole or in part, this resolution shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable subsection(s), clause(s), provision(s) or portion(s) thereof, and alter the balance of those same sections in order to render the same valid and enforceable.

12. The Chairman, Vice-Chairman and Secretary are authorized and directed to undertake any activities, including signing any documents, certificates or other instruments, necessary to carry out and implement the LCRA Workforce Policy.

13. The effectiveness of this resolution is subject to adoption of an ordinance or agreement by the City Council of the City to take all reasonable and necessary action to diligently defend the Authority, at the City's sole cost, in the event that any claim or action is filed against the Authority challenging the LCRA Workforce Policy or the Authority's implementation of the LCRA Workforce Policy.

ADOPTED this 27<sup>th</sup> day of May, 2009.

/s/ \_\_\_\_\_  
R. Michael Duffy, Chairman

ATTEST:

/s/ \_\_\_\_\_  
Joseph F. Egan, Secretary

Exhibit A  
(to Resolution 5-01-09)



## EXHIBIT A-8

### MBE/WBE RESOURCE AGENCIES

The following list is designed to assist you in your efforts to contact minority and women business organizations and publications. However, this list is not intended to be comprehensive and may not include all minority and women business organizations and publications available as information regarding such organizations and publications may change. For further information please contact the Human Relations Department at (816) 513-1836 or <http://kcmo.gov/humanrelations/minority-and-women-organizations/>.

### CHAMBERS OF COMMERCE

Asian Chamber of Commerce of Kansas City  
Contact: Sook Park  
8645 College Boulevard, Suite 110,  
Overland Park, KS 66210  
Email: [sook\\_park@asianchamberkc.com](mailto:sook_park@asianchamberkc.com)

Kansas City Kansas Women's Chamber of  
Commerce  
Contact: Ardith Deason  
727 Minnesota Avenue  
Kansas City, KD 66101  
Phone: (913) 371-3070  
[kckwcc@gmail.com](mailto:kckwcc@gmail.com)

Black Chamber of Commerce  
of Greater Kansas City  
Contact: Kelvin Perry  
5737 Swope Parkway  
Kansas City, MO 64130  
Phone (816) 396-6951  
Email: [info@bccckc.org](mailto:info@bccckc.org)

Kansas City Women's Chamber of  
Commerce  
Contact: Karla Martinez  
PO Box 165316  
Kansas City, MO 64116  
Phone (816) 701-9890  
Email: [chamber@kckchamber.com](mailto:chamber@kckchamber.com)

Heartland Black Chamber of Commerce  
Contact: Kim Randolph  
607-a Minnesota Avenue  
Kansas City, KS 66101  
Phone: 913-948-7680  
Email: [info@heartlandblackchamber.org](mailto:info@heartlandblackchamber.org)

Hispanic Chamber of Commerce  
Contact: Carlos Gomez  
107 W. 10<sup>th</sup> Street  
Kansas City, MO 64105  
Phone: 816-472-6767  
Email: [cgomez@hccgkc.com](mailto:cgomez@hccgkc.com)

## CONTRACTOR ASSOCIATIONS

American Indian Council  
Contact: Christine Campbell  
Executive Director  
310 Armour Road, Suite 205  
North Kansas City, MO 64116  
Phone: 816-471-4898  
Fax: 816-471-8543  
Email: [aicmolle@kc.rr.com](mailto:aicmolle@kc.rr.com)

American Indian Enterprise & Business Council  
Contact: John O'Brien  
P.O. Box 901382  
Kansas City, MO 64190-1382  
Phone: 816-392-7611  
Email: [johnjhobrien@aiebc.org](mailto:johnjhobrien@aiebc.org)

Hispanic Contractors Association of  
Greater Kansas City, Inc.  
Contact: William Meza  
541 S. 11<sup>th</sup> Street  
Kansas City, KS 66105  
and  
11100 W. 91<sup>st</sup> Street, Suite 150  
Overland Park, KS 66214  
Phone: 816-309-2705  
Phone: 913-608-7431 (cell)

Minority Contractors Association of  
Greater Kansas City  
Contact: Joe Mabin or McKay Anderson  
3200 Wayne Avenue Suite 202  
Kansas City, MO 64109  
Phone: 816-924-4441  
Fax: 816-924-1803  
Phone: 913-302-2793 (cell)  
Website: [mca.gkc@gmail.com](mailto:mca.gkc@gmail.com)  
Email: [minoritycontractors@mca-gkc.org](mailto:minoritycontractors@mca-gkc.org)

Mountain Plains Minority Supplier Development  
Council (MSDC)  
Contact: Teshauna Dawkins  
Phone 303-623-3037

National Association of Construction  
Contractors Cooperatives (NACCC)  
Contact: Sharmin Lang  
6025 Prospect  
Kansas City, MO 64130  
Phone: 816-923-5399  
Phone: 816-444-3226  
Fax: 816-442-8682  
Email: [usanaccc@gmail.com](mailto:usanaccc@gmail.com)

National Association of Women in  
Construction (NAWIC)  
Contact: Rosana Privitera Biondo  
909 Troost Avenue  
Kansas City, MO 64106  
Phone: 816-842-7023

Women Construction Owners and Executives  
Contact: Rosana Privitera Biondo  
909 Troost Avenue  
Kansas City, MO 64106  
Phone: 816-842-7023  
Email: [info@wcoeusa.org](mailto:info@wcoeusa.org)

## ASSISTANCE CENTERS

Kansas City Society of Black Architects  
and Engineers

Contact: Leonard Graham

Phone: 816-283-3456

Email: [lgraham@tb-engr.com](mailto:lgraham@tb-engr.com)

Urban League of Kansas City

Contact: Jauqua Wilkins

1710 Paseo

Kansas City, MO 64108

Phone: 816-471-0550

Fax: 816-471-3064

Kansas City Women's Business Center

Contact: Brande Stitt

Fairway Corporate Center

4220 Shawnee Mission Parkway #350b

Fairway, KS 66205

Phone: 913-4925922

Mid-America Trade Adjustment Assistance  
Center (TAAC)

Contact: Donna Porch

4200 Little Blue Parkway, Suite 590

Independence, MO 64057

Phone: 816-666-9407

Missouri Procurement Technical Assistance  
Center (MOPTAC)

Contact: Michelle "Shelly" Cunningham,  
Director

UMKC Innovation Center

4747 Troost Avenue, Suite 105

Kansas City, MO 64110

Phone: 816-235-2891

National Association of Women Business  
Owners (NAWBO)

Contact: Kristy Williams

11249 Strang Line Road

Lenexa, KS 66215

Email: [nawbokc@yahoo.com](mailto:nawbokc@yahoo.com)

UMKC Women's Center

Contact: Brenda Bethman

105 Haag Hall

5100 Rockhill Road

Kansas City, MO 64110

Phone: 816-235-1643

Fax: 816-235-5522

Website: [www.umkc.edu/womenc](http://www.umkc.edu/womenc)

Email: [umkc-womens-center@umkc.edu](mailto:umkc-womens-center@umkc.edu)



## NEWS AND PRINT PUBLICATIONS

<p>2mas2KC Bilingual Publication  Editor: Elizabeth Lopez  8500 W. 71<sup>st</sup> Street  Overland Park, KS 66204  Phone: 913-432-3486</p>	<p>Kansas City Globe Newspaper (weekly)  Editor: Denise Jordan  615 E. 29<sup>th</sup> Street  Kansas City, MO 64109  Phone: 816-531-5253  Fax: 816-531-5256  Email: <a href="mailto:kcglobe@swbell.net">kcglobe@swbell.net</a></p>
<p>Kansas City Call (weekly)  Editor: Donna Stewart  1715 E. 18<sup>th</sup> Street  Kansas City, MO 64108  Phone: 816-842-3804  Email: <a href="mailto:kccallnews@hotmail.com">kccallnews@hotmail.com</a></p>	<p>Dos Mundos Bilingual Newspaper (weekly)  Editor: Clara Reyes  1701 So. 55<sup>th</sup> Street  Kansas City, KS 66106  Phone: 816-221-4747  Fax: 913-287-5881  Email: <a href="mailto:mreyes@dosmundos.com">mreyes@dosmundos.com</a></p>
<p>Kansas City Hispanic News  Contact: Richard Ware and/or Joe Arce  (publisher)  2918 Southwest Boulevard  Kansas City, MO 64108  Phone: 816-472-5246  Fax: 816-421-5247  Email: <a href="mailto:kchnews@swbell.net">kchnews@swbell.net</a></p>	

## EXHIBIT A-9



# REQUEST FOR MODIFICATION OR SUBSTITUTION FOR DEVELOPMENT AGREEMENTS

(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.)

**DEVELOPER:** \_\_\_\_\_

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

**PROJECT NUMBER OR TITLE:** \_\_\_\_\_

**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 Developer and am authorized to request this substitution or modification on behalf of the Developer.

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 Developer's Contractor Utilization Plan to perform the following scope of work:  
\_\_\_\_\_.  
(Scope of work of old firm)

**Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.**

b. \_\_\_\_\_ A modification of the total 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)

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

- ☐ a. The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.
- ☐ b. The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.
- ☐ c. The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.
- ☐ d. 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.
- ☐ e. The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

4. If a modification is being requested because Developer cannot substitute a new MBE/WBE firm for an existing MBE/WBE firm, please provide a narrative summary of the Developer'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:

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Developer will present documentation when requested by the City to evidence its good faith efforts.

5. If a modification is being requested because of option 3.d above, please complete the following:

The previous Contract Price was: \_\_\_\_\_

The Contract Price will be (☐ increased by) (☐ decreased by) (☐ unchanged)

The new Contract Price will be: \_\_\_\_\_

6. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

7. Developer certifies it 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.

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

\_\_\_\_\_  
(Developer)

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

EXHIBIT A-10

CITY OF FOUNTAINS  
HEART OF THE NATION



KANSAS CITY  
MISSOURI

DEVELOPER AFFIDAVIT FOR FINAL CLOSE-OUT

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 \_\_\_\_\_  
(Title) (Redeveloper)  
that entered into a Redevelopment Agreement with \_\_\_\_\_ on Projection No. \_\_\_\_\_  
(Statutory Agency) (if applicable)  
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  
(✓) \_\_\_\_\_ Prevailing 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 in effect at the time of the Redevelopment Agreement carrying out the Contract and Work. REDEVELOPER has fully complied with the requirements of the prevailing wage law as required in the Redevelopment Agreement and has attached affidavits from all Subcontractors, including the General Contractor, on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Annual Wage Order applicable to this project.
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 (attach additional sheets if needed).

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 this form.

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. REDEVELOPER certifies that each Subcontractor, including the General Contractor, has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) 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 (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are 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 REDEVELOPER for the purpose of securing from \_\_\_\_\_ name of the Statutory Agency) the certification of completion of the Project and receiving the requested tax incentive therefore
8. If the Contract amount exceeded \$150,000, REDEVELOPER 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, REDEVELOPER 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 REDEVELOPER.

REDEVELOPER \_\_\_\_\_

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

Title \_\_\_\_\_

#### NOTARY

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

**EXHIBIT A-11**

## SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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

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

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:

Subcontractor's Legal Name and Address

( ) Missouri Corporation

( ) Foreign Corporation

( ) Fictitious Name Corporation

( ) Sole Proprietor

( ) Limited Liability Company

( ) Partnership

( ) Joint Venture

( ) Other (Specify)

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

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

Email:

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