



Project Number-81000834
SSP I/I Reduction: Birmingham Project 3

CREO Document Upload:#1

Subject: CUP/LOI Document Upload | Contract WSD1528
Initiator: Driskell, Jamie
Date Created: 12.28.2023 02:52PM
Department: Water Services

Process Information

Document Type: CUP/LOI
Date Submitted: 12.28.2023
Date Received:
Contract Number: WSD1528
Prime Contractor: KISSICK CONSTRUCTION CO INC
Amount of Project: 3824431.00
%MBE 10
%WBE 10
%DBE 0

Special Instructions:

Contractor Utilization Plan Approval Form

Prepared J Driskell
by:

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

Date: 12/28/23

Contract/Project Number: WSD1528 / 81000834	Project Name: I/I Reduction: Birmingham 3
Developer/Prime: Kissick construction Company Inc	Contact Name: Lloyd Kissick 816-363-5530
Address: 8131 Indiana Ave KCMO 64132	Email: lkissick@kissickco.com

Full Contract Value: \$ 3,824,431.00

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>10</u> %	MBE: <u>11</u> %
WBE: <u>10</u> %	WBE: <u>10</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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

Project Manager: Jim Cherney Email: jcherney@se3.us
Additional Information:

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

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

The Contractor Utilization Plan is:

Approved Disapproved

11 % MBE 10 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Gabriel Kuer Date: 1/4/2024

Comments:



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

Date: 12/28/2023
Form Prepared By: Jamie Driskell

Contract/Project Number: WSD1528 / 81000834	Project Name: I/I Reduction: Birmingham 3
Developer/Prime: Kissick Construction Company, Inc	Contact Information: Lloyd Kissick 816-363-5530
Final Contract Value: \$ 3,824,431.00	Project Manager: Jim Cherney jcherney@se3.us

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

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

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

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: _____	Ch. 38: _____
RSMo 213: _____	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Gabriel Kuer Date: 1/4/2024

72A9990E20E842D...

Comments:

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

Inter-Departmental Communication

Date: January 4, 2024
To: Council member Kevin O'Neill, Chair, Transportation, Infrastructure & Operations Committee
From: Jaime Guillen, Director; Civil Rights & Equal Opportunity Department
Subject: CUP Summary #: WSD1528 / 81000834

CONTRACTOR: Kissick construction Company Inc.
Address: 8131 Indiana Ave,
KCMO 64132
Contract # & Name: WSD1528 / 81000834 - I/I Reduction: Birmingham 3
Contract Amount: \$ 3,824,431.00
Contract Type: Construction
MBE Goal: 10%
WBE Goal: 10%
Total MBE Achieved: 11%
Total WBE Achieved: 10%

MBE SUBCONTRACTORS:

Name: A-I Concrete Solutions LLC
Address: 1903 Gaslight Drive,
Harrisonville, MO 64701
Scope of Work: Pour and place concrete paving and curb
Subcontract Percentage: \$145,328.38 (3.8% X \$3,824,431)
Ownership: Nicole McCoun
Structure: Code:

MBE SUBCONTRACTORS:

Name: EJ & Sons Construction
Address: 3010 Norton,
Kansas City, MO 64130
Scope of Work: Trucking and paving
Subcontract Percentage: \$237,114.72 (6.2% X \$3,824,431)
Ownership:
Structure: Code:

WBE SUBCONTRACTORS:

Name: SHEDIGS IT LLC
Address: SE Central Drive,
Blue Springs, MO 64014
Scope of Work: Sanitary sewer, replace frames and covers
Subcontract Percentage: \$382,443.10 (10% X \$3,824,431)
Ownership: CHERYL GERSTNER
Structure: Caucasian, Female Code:

WBE SUBCONTRACTORS:

Name: Rising Construction LLC
Address: 1206 NW Baytree Dr.
Grand Valley, MO 64020
Scope of Work: Traffic control, erosion control
Subcontract Percentage: \$49,717.60 (1.3% X \$3,824,431)
Ownership: Kristen Rising
Structure: Caucasian, Female Code:

Comments:
