



Project Number-80002277  
WD - WMR W 11th St to W 17th St / Main St to Jefferson St

## **CREO Document Upload:#2**

Subject: CUP/LOI Document Upload | Contract WSD9604  
Initiator: Newman-Buckner, Marzella  
Date Created: 11.03.2023 10:12AM  
Department: Water Services

## **Process Information**

Document Type: CUP/LOI  
Date Submitted: 11.03.2023  
Date Received: 10.12.2023  
Contract Number: WSD9604  
Prime Contractor: LEATH & SONS INC  
Amount of Project: 2797358.00  
%MBE 11  
%WBE 11  
%DBE

Special Instructions:

**Civil Rights & Equal Opportunity Department  
Economic Equity & Inclusion  
Contractor Utilization Plan Approval Form**

**Date:** 11.06.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9604/80002277	Developer/Prime: Leath & Sons, Inc.
Project Name: Water Main Replacement in the Area of W. 11th Street to W. 17th Street, Main Street to Jefferson Street	Contact Information: Dave Oshel/816-353-8623/clerkal@leathandsons.com
Final Contract Value: \$2,797,358.00	Address: 9301 E. 63rd Street, Raytown, MO 64133

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>11</u> %	MBE: <u>11</u> %
WBE: <u>11</u> %	WBE: <u>11</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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:  
Project Manager Contact Info:  
Davis McDonald-MacLin / 816-513-0171 / Davis.McDonald@kcmo.org

**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 11 % 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: Mark Runge Date: 11/7/2023

**Comments:**

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



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

**Date:** 11.06.2023  
**Form Prepared By:** Leona Walton

Contract/Project Number: 9604/80002277	Project Name: Water Main Replacement in the Area of W. 11th Street to W. 17th Street, Main Street to Jefferson Str
Developer/Prime: Leath & Sons, Inc.	Contact Information: Dave Oshel/816-353-8623/clerkal@leathandsons.com
Final Contract Value: \$2,797,358.00	Project Manager: Davis McDonald-MacLin/816-513-0171/Davis.McDonald@kcmo.org

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: <u>yes</u>	Prevailing Wage and Labor Standards: <u>yes</u>
SLBE: <u>n/a</u>	RSMo 34 Anti-Discrimination Against Israel: <u>yes</u>

Contract Type:  
 Construction  Design-Build  Design Professional  Professional Services  
 General Service  Concession  Other Goods & Services  Non-Municipal Agency  
 Co-Operative  Revenue Sharing  Facilities Maintenance/Repair/Renovation  
 Other:

Additional Information:  
Project Manager Contact Info:  
Davis McDonald-MacLin / 816-513-0171 / Davis.McDonald@kcmo.org

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FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:		
<b>The Document is:</b>		
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	
Changes Needed:		
<b>Federal Provisions Included:</b>		
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Not Applicable

CREO Signature: Mark Runge Date: 11/7/2023  
DocuSigned by: 6AFEC964B03641A...

**Comments:** CREO Assurances to be attached to contract.



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

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

**Ban the Box in Hiring and Promotion.**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

## Inter-Departmental Communication

Date: November 7, 2023

To: Councilmember Kevin O'Neill; Chair; Transportation, Infrastructure & Operations Committee

From Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #:

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**CONTRACTOR:** Leath & Sons, Inc.  
Address: 9301 E. 63<sup>rd</sup> St.  
Raytown, MO 64133  
Contract # 9604 / 80002277 – WMR in the area of W. 11<sup>th</sup> St. to W. 17<sup>th</sup> St., Main St. to Jefferson St.  
Contract Amount: \$2,797,358.00  
MBE Goal: 11%  
WBE Goal: 11%  
Total MBE Achieved: 11%  
Total WBE Achieved: 11%

### **MBE SUBCONTRACTORS:**

Name: Diggs Construction, LLC  
Address: 2033 Vine St.  
Kansas City, MO 64108  
Scope of Work: Water Line Construction  
Subcontract Amount: \$166,000  
Ownership: Diggs, Dale Jr.  
Structure: African-American Male Code: 15

### **MBE SUBCONTRACTORS:**

Name: Tenoch Construction, Inc.  
Address: 912 Scott Ave.  
Kansas City, KS 66105  
Scope of Work: Concrete Restoration  
Subcontract Amount: \$142,000  
Ownership: Segura-Ulrich, Sonya  
Structure: Hispanic-American Female Code: 20

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**WBE SUBCONTRACTORS:**

Name: Streetwise, Inc.  
Address: 13501 Arrington Rd.  
Grandview, MO 64030  
Scope of Work: Traffic Control  
Subcontract Amount: \$36,000  
Ownership: Hettinger, Shawna  
Structure: Caucasian Female Code: 13

**WBE SUBCONTRACTORS:**

Name: EJ & Sons Construction, LLC  
Address: 3910 Norton Ave.  
Kansas City, MO 64130  
Scope of Work: Hauling  
Subcontract Amount: \$272,000  
Ownership: Jones, Elwanda  
Structure: African-American Female Code: 23

**Comments:**

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