

PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT

PROJECT NO. 60820071/516 SW 2026 Flood Warning System Maintenance

Water Services Department

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and McClure Engineering Co. (“Contractor”) for the provision of the City’s Flood Warning Alert sites maintenance. City and Contractor agree as follows:

PART I

SPECIAL TERMS AND CONDITIONS

Sec. 1. Compensation.

- A. The amount the City will pay Contractor under this contract will not exceed **\$339,893**. Contractor will be paid on the following basis: by the hour.
- B. Contractor will bill the City, in a form acceptable to the City, on the following basis: monthly.
- C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
- D. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- E. City is not liable for any obligation incurred by Contractor except as approved under the provisions of this Contract.

Sec. 2. Responsibilities of Contractor. Contractor shall perform the following Scope of Services: See Attachment 1. Scope of Services.

Sec. 3. Notices. All notices required by this Agreement shall be in writing to the following:

City:

Water Services Department

4800 E. 63rd Street Kansas City, MO 64130

Phone: (816) 513-0304

E-mail address: andy.shively@kcmo.org

Contractor: McClure Engineering Co.

Contact: Coby Crowl, PE

Address: 1700 Swift Street, Suite 100, North Kansas, MO 64116

Phone: (816-756-0444)

E-mail address: ccrowl@mcclurevision.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 4. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 5. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 6. Term of Contract. This Contract shall begin on the Notice to Proceed Date and shall end on the 365th day thereafter. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract. In addition, the contract may be renewable on an annual basis or as needed basis, solely at the discretion of the City, through its Water Services Department, for up to six (6) years from the notice to proceed.

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

Attachment A- Scope of Service

Attachment B- Proposal and Pricing

Attachment C- Electronic Data Requirements

Attachment D- Licensed Geographical Information System Data

Attachment E- CREO and other Documents

* CREO approval

* 00485.06 Affirmative Action Program Affidavit

* 00410.01- Experience Reference Form

* 00485.06 Affirmative Action Program Affidavit

* 00515.01- Employee Eligibility Verification Affidavit + E-Verify

* 00610- Performance and Maintenance Bond

* 00615- Payment Bond

* 00620 Insurance Certificate

- * 00630.01 Tax Clearance Certificate
- * 01290.09- Subcontractor & Major Material Suppliers List
- * 01290.14 Contractor Affidavit for Final Payment
- * 01290.15 Subcontractor Affidavit for
- * Non-Construction Subcontractor listing
- * Missouri Good Standing

Sec. 10. Subcontracting. Contractor agrees that it will only subcontract with the subcontractor(s) it has listed on the “Subcontractor List Non-Construction.”

Sec. 13. Replacement to Part II, Standard Terms and Conditions, Section 4, Insurance. Section 4.A.4 of Part II, Standard Terms and Conditions of this Agreement is hereby deleted and in lieu thereof, the following is inserted:

- A. Professional Liability Insurance with limits Per Claim/Annual Aggregate of **\$2,000,000**

Sec. 14. Contract Information Management System. Contractor shall comply with City’s Contract Information Management System requirements. Contractor shall use City’s Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City’s provided system for all personnel, subcontractors or suppliers as applicable.

Sec. 16. Performance Bond. Contractor shall furnish a Performance Bond to City on City furnished forms executed by a Surety, in the amount of **\$339,893.00** guaranteeing Contractor’s faithful performance of each and every term of this Contract and all authorized changes.

All bonds required to be purchased and maintained by Contractor shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue bonds for the limits and coverages so required. All surety and insurance companies shall hold an A.M. Best rating of B+, V, or better. A certified copy of the agent’s authority to act must accompany all bonds signed by an agent.

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

Sec. 18. Intellectual Property Rights. Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all computer programs, documentation, software and other copyrightable works (“copyrightable works”) conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed

that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 19. Effectiveness; Date. This contract will become effective when the City's Director of Finance has signed it. The date this contract is signed by the City's Director of Finance will be deemed the date of this contract.

Each party is signing this contract on the date stated opposite the party's signature.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR

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

Date: _____

By: _____

Name: _____

Title: _____

KANSAS CITY, MISSOURI

Date: _____

By: _____

Name: _____

Andy Shively, Deputy Director

Water Services Department

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Prof. Service Contract Part I 102014

Director of Finance

ATTACHMENT A

SCOPE OF SERVICES

1. GENERAL

This contract provides for complete maintenance of the City's ALERT flood-warning system (FWS) currently consisting of 74 stations located in Jackson, Platte and Clay counties, Missouri and Wyandotte and Johnson Counties, Kansas. It shall also include future additions of sites over time per Section 14.3 which will then move into ongoing operations and maintenance requirements and inventory supply needs post construction. The operations and maintenance of these stations include:

1) scheduled (i.e. preventive) maintenance, 2) reliability centered (i.e. data driven) maintenance, 3) unscheduled maintenance (including emergency repairs), and (4) any other work that supports maintenance. Contractor shall furnish all labor, equipment, materials, transportation, and supervision required to perform the work specified in this contract. Contractor expenses for equipment needs shall be reimbursed per Section 5.2 and Section 7.

Note that the contract may be renewable on an annual basis or as needed basis, solely at the discretion of the City, through its Water Services Department, for up to six (6) years from the notice to proceed.

2. PERSONNEL

Contractor shall have an adequate number of qualified personnel (including subcontracted personnel, if necessary) to maintain the City's FWS in proper operating condition. This includes having personnel with the necessary expertise in electronics, radio communication equipment and radio telemetry analysis.

Contractor shall provide a qualified Project Manager to oversee all work performed under this contract, and to ensure that all requirements of the contract specifications are achieved. Project Manager shall have thorough knowledge of the technical aspects of FWS troubleshooting, repair, and general maintenance. Project Manager shall have an engineering degree from an ABET accredited educational institution or, if approved by City, comparable level of education and experience.

Contractor shall also provide qualified Service Technicians for all maintenance/repair work performed under this contract. Contractor shall ensure that Service Technicians have received adequate education, training, and experience in the maintenance of each type of equipment covered under this contract. At a minimum, Service Technicians must have successfully completed sixty hours of coursework in electronics from an accredited educational institution and/or have at least three (3) years of experience in the maintenance of electronic and radio communication equipment similar to the systems used within the City's FWS. Contractor shall provide City with education, training, and work history of Service Technicians upon request.

The City reserves the right to deny Contractor's use of Service Technicians that do not meet the above qualifications or who have demonstrated unacceptable service capabilities, in the opinion of the City.

3.0 SCHEDULED MAINTENANCE

Scheduled maintenance shall consist of inspection, cleaning, preventive & routine maintenance and repairs, performance testing and calibration of equipment as specified by this contract for stations and equipment. This includes raising and lowering pressure transducers at selected stations for ice protection during winter months. Routine and/or minor repair needs that are discovered during scheduled maintenance shall also be performed and if required major repairs shall also be completed. Both Scheduled and Unscheduled maintenance shall be paid on an hourly basis without multiplier.

Type-A Service Scheduled Maintenance: Contractor shall perform the following scheduled maintenance during both the February-March service and the August service, and adhere to maintenance procedures specified by City and this Contract:

- General Maintenance (required at all stations)
 - All Equipment – Thorough inspection and cleaning, repair or replacement as required. This work is considered maintenance.
 - Batteries – Replace all batteries during the February-March service. Test batteries and replace as needed during the August service using a dynamic load test. Contractor shall keep spare batteries on-hand and fully charged/cycled. All failed batteries will be properly recycled. Fully charged/cycled batteries may go unused for no more than 6 months. After 6 months, a float charge should be applied to all unused but cycled or otherwise new batteries, to top off and confirm capacity before placing them in field. This work is considered maintenance.
 - Desiccant – Replace all desiccants. The contract uses aluminum desiccant containers which can be heated to recharge and reuse. Contractor shall keep a sufficient supply of desiccant on-hand and recharge desiccant that is removed from the stations. Desiccant shall be replaced with every visit to a site at all locations that a site uses desiccant, regardless of whether the last desiccant is completely used up. This work is considered maintenance.
 - Antenna and Cable System – Inspect and perform any needed maintenance. Test antenna performance and adjust, or replace, cables and connections as required using Wattmeter and VSWR Meter. Splicing of cables is considered Major Repair; replacement of a complete cable with connections and/or terminals is maintenance and/or routine repair.
 - Transmission Equipment – adjust field settings when requested by City or when maintenance shows replacement/repair/adjustment necessary to gain VSWR and improve transmission success rate. Test all electronics packages and perform minor adjustments as needed in accordance with manufacturers’ RF specifications and Federal Communications Commission (FCC) requirements. Always contact City Project Manager regarding Transmission issues. If required, replace defective radio or other defective equipment as routine repair.
 - Inventory database – Update Inventory database as needed for supplies in field and in storage to stay on track of potential resupply needs. Provide City with updated database as requested.
- Rain Sensors
 - Cleanout top sections, funnel and tipping buckets and re-level/adjust/repair. (Maintenance)
 - Conduct performance tests on tipping buckets as requested by City (Maintenance)
 - Calibration of tipping bucket sensors shall be completed to insure accurate read and/or timing of tips (in field and/or shop). In field, a known volume and discharge through tipper, count tips and record quantity of tip(s) tipped and verify correctness of tips. If this flags an issue, remove Tipping Bucket and replace with a pre calibrated unit from the shop, re-level and test in field to confirm restoration of accuracy. In shop, track the time taken to tip for a known discharge rate, determine wear of bearings and repair or replace bearings in tippers with slow tips. Continue this cycle/process in spring and fall O&M schedules to insure the entire rain gauge system is functioning to the best accuracy and precision possible with the given instrumentation used. This work is considered maintenance unless a new tipper is installed, then it is considered routine maintenance. On occasions, in-shop calibration may confirm the need to replace a bearing, in which case the work would be considered routine repair. Where cleaning of bearings restores calibration and

function this work is considered maintenance.

- ▶ Annually, the Contractor shall work to Calibrate 20 or more rain sensor tippers at a time at the shop, vs. the less precise in field tests also done through scheduled maintenance. Rain tippers flagged for poor performance via post rain-event analysis (see Section 4. Reliability Centered Maintenance) shall be replaced in the field with properly tested rain tippers from inventory unless otherwise corrected in field or waived by Project Manager. Those sensors taken from the field will be taken to Contractor facilities to be properly tested, recalibrated and in rare occasions repaired, generally by replacing ball bearings. Those tested shall be used to calculate losses to assess the value of in shop vs. in field testing. Tipper's verified or repaired into proper working order shall then be returned to the pre-calibrated pool for use in the field to replace the next set of rain sensor top sections as needed. This work is considered maintenance unless bearings require replacement or a completely new tipper is installed, then routine repair.
- ▶ Clearing and grubbing of trees, within the 45 degree arc of a Rain Gauge. This also includes Advisement on sites where trees will ultimately require the movement of rain gauges or legal removal of trees. The Contractor shall advise the Project Manager for all tree removal concerns or needs and seek permission to remove. (Maintenance)
- Stage Sensors (two types: 1) pressure transducers and 2) radar/ultra-sonic sensors)
 - ▶ Clean sensors (Maintenance)
 - ▶ Test and calibrate (Maintenance) sensors using Druck PT Calibrator or as required for radar/ultra-sonic sensors. A 2 point test will be performed on Pressure Transducers during all scheduled maintenance visits or when the Project Manager requires. If the test points are outside 1% accuracy of scale, the units will undergo a full calibration. It is the responsibility of the contractor to update base station software of new derived calibrations (slope and offset) or provide these to the Project Manager to alter if they so approve. The contractor will notify the Project Manager when calibrations have been completed or are ready to provide to the Project Manager to QA/QC and enter in the base station software.
 - ▶ Advisement on sites where sediment will require substantial cleanout of culverts, conduits or even changes in site setup to minimize long term maintenance needs as identified by the Project Manager.
 - ▶ When Project Manager approves, the Contractor shall relocate a pressure transducer in the field to a new location and elevation. Contractor must confirm the adjustment to the pressure transducer's gauge datum (to and from) based on original and final new location of the pressure transducer membrane. Such relocation would be considered Major Repair.
- Weather sensors (i.e. barometric pressure, temperature, relative humidity, wind speed, wind direction)
 - ▶ clean sensors (Maintenance)
 - ▶ test and calibrate sensors (Maintenance)
 - ▶ replace and/or repair as needed (routine repair)

Type-B Service Raise/Lower of PT Sensors: Contractor shall perform the following services at stations designated by the Project Manager:

- ▶ Raise the pressure transducers during the period of October 15 to November 1 or as the Project Manager dictates, for ice protection during the winter months (Maintenance).
- ▶ Lower the pressure transducers during the period of February 15 to March 30, as directed by the Project Manager (Maintenance).

The amount to raise and lower each site is determined by the City and must be followed accurately. Accuracy is crucial in case of a late fall or winter rain event. The City may designate additional sites if needed for Type B Service.

3.1 – Work Schedule

Contractor shall perform all scheduled maintenance during business hours (i.e. 8:00 a.m. to 5:00 p.m., Monday through Friday), unless approved by City.

Type -A scheduled maintenance services shall be performed twice per year. All FWS stations shall be serviced during the two periods of 1) February 15 to March 31, and 2) July 15 to August 31.

Type-B scheduled maintenance services shall be performed for designated stations in accordance with the schedule specified in Section 3.0.

3.2 – Parts and Supplies

Contractor shall maintain an inventory of necessary parts and supplies for scheduled maintenance. The cost of all parts and supplies will be paid separately from the scheduled maintenance price. All parts and supplies shall be purchased by the Contractor

4. RELIABILITY CENTERED MAINTENANCE

Contractor or Subcontractor(s) shall use reliability performance tracking system monitoring services and tools, if requested by the City Project Manager, to direct proactive maintenance visits and, whenever possible, identify failing equipment before it impacts site operation. This predictive maintenance shall be based on data evaluation using daily system performance analysis, weekly reporting, post rain-event analysis using nearest neighbor comparisons (Double Mass Plots), automated alarming and near real time sensor performance evaluations (availability statistics).

Contractor or Subcontractor(s) will evaluate ALERT and ALERT2 rain and stream gauge data reliability following precipitation events that accumulate an inch or more of precipitation at 10 or more rain gauges within 7 consecutive days, if requested by the City Project Manager. Based on the analysis results, any equipment suspected to be faulty will be scheduled for service in accordance with this Agreement. Contractor or Sub Contractor(s) will provide the City Project Manager with a brief written summary of the system status and recommended remedial actions following each data analysis.

Contractor will provide daily system performance monitoring, if requested by the City Project Manager. The findings from this daily analysis will be provided to City Project Manager on a weekly basis if requested by the City Project Manager. If site or system malfunctions are discovered during daily analysis, Contractor or Sub Contractor(s) will notify City Project Manager immediately upon verification and if directed by City Project Manager, effect repairs. E-mail or phone calls are acceptable methods to review or discuss findings and obtain approval to repair. The Project Manager reserves the right to let the Contractor know if they are required to seek approval or not for repairs. This right can be granted and taken away as the Project Manager needs and this will be documented by e-mail. Where changes involve changes within software configuration the City may obtain these changes from Contractor and complete them itself or instruct the Contractor to make the necessary changes.

5. UNSCHEDULED MAINTENANCE

Unscheduled maintenance consists of troubleshooting and repairing/replacing equipment that has been discovered, or reported, to be malfunctioning. The objective of unscheduled maintenance is to bring inoperable equipment back into service before any potentially significant rain events may occur. The scope of work may include, but is not limited to the following: cleaning tipping buckets, troubleshooting and resolving sensor problems, battery problems, radio transmission/reception problems or

radio path analysis studies, antenna problems, vandalism or accidental damages, weather-related damages, changes in streams etc. Contractor shall check desiccant anytime scheduled or unscheduled maintenance is performed and replace. Unscheduled maintenance includes emergency repairs surrounding storm events. The scope of work also includes updating inventories for all work performed using an in-field laptop. These duties could be maintenance, routine repair or major repairs depending on the type of failure that has occurred and its needs.

5.1 – Work Schedule and Response Times

All unscheduled work should be authorized by the City unless the Project Manager has allowed otherwise. Contractor shall be available for unscheduled maintenance needs 24 hours a day 7 days a week throughout the contract period. Contractor shall report to the job site for unscheduled maintenance in accordance with the following schedule and response times:

- Non-emergency Work – Report within 5 working days of being notified by City and complete repairs as soon as possible or within the time limits agreed to by the Project Manager and Contractor. Non-emergency work shall be performed during business hours only, unless approved otherwise by the City. The City can prioritize what work is done first. Business hours are defined as 8:00 a.m. to 5:00 p.m., Monday through Friday. Emergency Work – Report as soon as possible, but no later than 4 hours after notification by City and continue working until equipment is back in service or until it is determined that required parts are not available and cannot be obtained locally in a timely manner to complete the emergency work. Emergency work shall be performed on any day of the week and any hour of the day as requested by City. Notification is by Phone and may be documented by e-mail.

The City will determine whether work will be treated as emergency or non-emergency work and will notify the Contractor of this designation (emergency vs. non-emergency) The City will determine priority order of work to be performed when necessary. The City will schedule non-emergency jobs to maximize the efficient use of the Contractor's time during normal Contractor hours of operation. If the City fails to maximize efficiency or set priorities, the Contractor will decide how best to proceed with needs and priorities.

Contractor shall provide City with telephone numbers that will allow City to contact the Contract Project Manager and a Service Technician on a 24 hour/day, 7 day/week basis throughout the contract period.

5.2 – Parts and Supplies Inventory

Contractor shall maintain an inventory of necessary parts and supplies for scheduled and unscheduled maintenance, taking into consideration the availability of critical parts for emergency repairs and system upkeep. The Contractor shall purchase all parts and supplies in accordance with Project Managers approval.

6. MAINTENANCE OF ADDITIONAL EQUIPMENT

Contractor shall perform scheduled and unscheduled maintenance on any additional equipment, including new stations, installed during the contract period. The prices for maintenance of additional equipment shall be the same as the prices established for maintenance of similar equipment at the time of the bid.

7. PARTS AND SUPPLIES

Contractor shall purchase and stock an adequate quantity of parts and supplies based on equipment manufacturer recommendations, historical usage, and City instructions. Consideration shall also be

given to the availability and estimated delivery time required for various parts in order to have essential parts available for emergency situations. All parts and supplies shall be new at time of purchase and the City shall pre-approve all orders by phone or e-mail.

City will reimburse Contractor on a monthly basis for all parts and supplies purchased, provided the City approved them for purchase. City will also reimburse for time used to make such orders. Detailed receipts of purchases with confirmation of shipping receipt must accompany requests for payment of parts and supplies that have been purchased. All parts and supplies that are unused at the end of the contract period shall be returned in good condition to the City at a delivery location and time specified by the City. Failure to adhere to this provision shall result in an appropriate deduction of payments to the Contractor.

Contractor shall track the inventory and use by station of all parts purchased and advise City of needs for resupply and re-inventory. Contractor shall provide City with a report of the FWS material inventory within 10 working days, whenever requested.

8. TESTING AND REPAIR EQUIPMENT

Contractor shall provide their own testing, calibration, and repair equipment required to perform the work where City supplies already owned are not sufficient as specified under this contract. Contractor equipment requirements shall include, but not be limited to: laptop computer, voltmeter, standing wave ratio (SWR) meter, spectrum analyzer, oscilloscope, ALERT field decoder, ALERT2 field decoder, and vehicle with enough capacity for equipment and supplies. **The City owns some testing equipment that may be used by the Contractor at no cost**, if available. If this equipment is not available, the Contractor must obtain their own equipment or repair/replace the existing equipment, unless the Project Manager allows them to wait for the equipment to be used. This includes a Druck 615 calibrator, High Sierra receivers and decoders, (3) HSE 5605 battery cyclers and Telewave wattmeter (w/selectable watt ranges, including the 0–50-watt range). City equipment used by the Contractor must be returned in the same condition in which it was loaned (except for normal wear) or it must be repaired or replaced at Contractor's expense. The decision to repair or replace damaged equipment shall reside with the City.

9. ADDITIONAL SUPPORTING SERVICES

Contractor shall provide additional supporting services which include the services that ensure the proper, effective, optimal and safe operation of the City's FWS and that are not covered under Section 4. SCHEDULED MAINTENANCE OR Section 5. UNSCHEDULED MAINTENANCE. Examples are data management and archival, inventory management, and safety measures installation.

10. MAINTENANCE RECORDS

Contractor shall maintain daily records of all work performed by station ID. Records shall include the following information for work performed:

- Date and time maintenance is performed
- Name(s) of personnel performing the maintenance
- Man-hours worked and materials expended, per job completed at each station
- Description of the work performed, including problems and special conditions observed
- Breakdown of maintenance activities by type (i.e. scheduled, unscheduled, or system improvements. System improvements are considered major repairs)
- List of parts and supplies that were used

A copy of the daily reports, signed by the Service Technician and initialized by the Contractor's Project Manager, shall be provided to the City within the Monthly Billing on a weekly basis. In addition,

Contractor shall update the Inventory database and provide updates to City as needed.

11. COMPLIANCE WITH REGULATIONS

The work performed under this contract must comply with all federal, state, and local rules, regulations and laws to include, but not be limited to OSHA, EPA, and FCC regulations and all City ordinances. Contractor is responsible for knowing and complying with all regulations that are applicable to the work being performed under this contract. This shall include proper disposal of all waste materials, such as batteries. City reserves the right to stop work by Contractor at any time if, in the opinion of the City, it appears that any regulations are, or will be, violated.

12. SAFETY

Contractor shall perform all work in a safe manner and in compliance with all applicable federal, state, and local safety regulations. Contractor is responsible for identifying any and all safety hazards associated with the work specified in this contract and ensuring that appropriate safety precautions are implemented to protect Service Technicians, city personnel, and the general public from harm.

ATTACHMENT B



PROPOSAL FOR PROFESSIONAL, SPECIALIZED OR TECHNICAL SERVICES CONTRACT

**SW 2026 FLOOD WARNING SYSTEM MAINTENANCE
CONTRACT/PROJECT NO. – 516/60820071**

CITY OF KANSAS CITY, MISSOURI

March 25, 2026



M^CCLURE™

March 25, 2026

ANGELICA TOMBOC
Procurement Officer
Water Services Department
4800 E. 63rd Street
Kansas City, Missouri 64130



RE: SW 2026 FLOOD WARNING SYSTEM MAINTENANCE • PROJECT NO. 60820071 / CONTRACT NO. 516

Dear Ms. Tomboc and Selection Committee Members,

McClure is pleased to submit this proposal to provide Flood Warning System Maintenance services for the City of Kansas City, Missouri. We appreciate the opportunity to continue supporting KC Water's critical mission to protect lives, property, and infrastructure through a reliable and well-maintained flood warning system.

McClure brings deep familiarity with this system and KC Water's expectations, as we have worked on this system from its inception and we are currently performing services under the 2024 Flood Warning System Maintenance contract. This ongoing work gives our team a thorough, first-hand understanding of the City's ALERT flood warning network, including station locations, equipment, data reliability requirements, response protocols, reporting standards, and coordination practices. As a result, McClure is uniquely positioned to provide seamless continuity of service with no learning curve or transition risk and we can help you grow the system to integrate with other City assets to provide additional data and reliability.

Our team's strengths align closely with the City's needs for this project:

- **Proven experience maintaining ALERT and ALERT2 flood warning systems**, including scheduled, unscheduled, and reliability-centered maintenance.
- **Local presence and responsiveness**, allowing rapid emergency response and efficient coordination with KC Water staff.
- **Highly experienced personnel** with specialized expertise in electronics, radio communications, telemetry systems, and flood-monitoring infrastructure, having maintained this system since its inception. Our team also includes staff who work with KC Water in other operational areas, enabling seamless integration of the flood warning system with broader departmental responsibilities.
- **Data-driven reliability and quality assurance practices** that proactively identify performance issues and minimize system downtime.
- **Strong knowledge of KCMO procedures, safety requirements, documentation standards, and sustainability goals**, developed through years of successful collaboration with the City.

McClure's approach emphasizes proactive maintenance, clear communication, and dependable performance, ensuring the City's flood warning system remains accurate, resilient, and ready when it is needed most. Our familiarity with the City's assets and processes allows us to focus immediately on system performance rather than orientation, delivering value from day one.

We appreciate your consideration of our proposal and welcome the opportunity to continue our partnership with the City of Kansas City. Please feel free to contact me with any questions or requests for additional information.

On Behalf of McClure,

A handwritten signature in black ink, appearing to read 'Coby Crowl', is written over a blue horizontal line.

COBY CROWL, PE

Team Leader and Primary Contact
O 816.756.0444 | C 816.863.3930
E ccrowl@mcclurevision.com



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TEAM LEADER & PRIMARY CONTACT

COBY CROWL, PE

1700 Swift Street, Suite 100, North Kansas City, Missouri 64116

O: 816.756.0444 **M:** 816.863.3930 **E:** ccrowl@mcclurevision.com

PART I: FIRM PROFILE AND LEGAL STRUCTURE



M^cCLURE™

Founded in 1956, McClure has grown into a firm of more than 285 professionals across seventeen offices. McClure is driven to make lives better by turning clients' visions into reality. The team thinks like owners, contractors, developers, leaders, and stakeholders, adding value at every stage, from securing funding to building public support. **McClure's expertise spans aviation, site development, transportation, water, wastewater, structural, survey, real estate, construction, and more.**

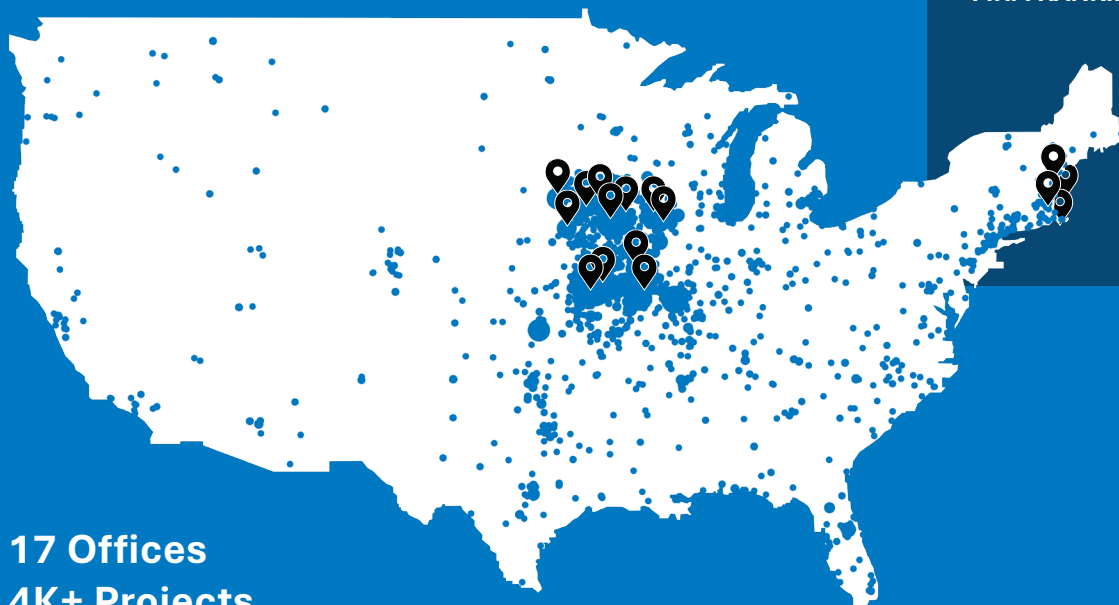
1956
FOUNDED

285+
EMPLOYEES

126+
LICENSED
PROFESSIONALS

1644+
COMBINED YEARS
OF EXPERIENCE

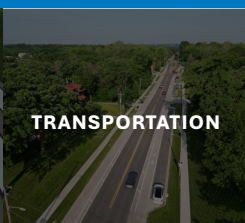
390
ENR TOP 500 DESIGN
FIRM RANKING



17 Offices
4K+ Projects



AVIATION



TRANSPORTATION



WATER &
WASTEWATER



DEVELOPMENT



STRUCTURAL



SURVEY

Legal Name: McClure Engineering Co.
Address: 1360 NW 121st Street, Clive, IA 50325
Phone: 515.964.1229
Fax: 515.964.2370
E-mail: info@mcclurevision.com
Website Address: mcclurevision.com
Federal ID#: 42-0982931



Local Office Where Work Is Performed:

McClure
1700 Swift Street, Suite 100
North Kansas City, MO 64116
816.756.0444

Number of Employees

McClure employs more than 285 team members across seventeen offices. We have 38 team members in Kansas City, MO, and an additional 15 team members in the Greater Kansas City area.

Has the business/firm ever failed to complete work for which a contract was issued?

No. McClure has not failed to complete work for which a contract was issued. If the term “failed to complete work” is intended to include circumstances such as scope changes, owner-directed suspensions, disputes, or projects terminated for convenience, please clarify so we can respond more specifically.

Are there any civil or criminal actions pending against the business/firm or any key personnel related in any way to contracting?

No

Are there any current unresolved disputes/allegations?

Yes, there are currently two unresolved disputes, Case No. 2416-CV03569 and CVCI012617, that McClure is involved in (please see below). Please reach out if needed to discuss any further details and we will determine the extent McClure is able to share about ongoing litigation proceedings.

- 1) *Bonnie Smith, et. Al. v. Go Carwash Management Corp, Getty Leasing Inc, Allison & Alexander, Inc. Nolte & Associates P.A. McClure Engineering Co., Patrick Kullberg (2416-CV03569).* Kansas City, MO. Claimants are the surviving spouse and children of decedent George Smith, who died on April 29, 2023, after exiting at the GO Carwash and proceeded to drive over a retaining wall located on the property. Claimants allege that McClure assumed the debts and liabilities of Shafer, Kline, and Warren, Inc., (which originally designed portions of the GO Carwash project) and therefore bears some financial responsibility for George Smith’s death and Claimants’ injuries under theories of negligence, negligence per se, professional negligence, and successor and vicarious liability regarding design of the Car Wash and Property. McClure believes there to be no negligence on the part of Defendants. Rather, the circumstances appear to be that the alleged injuries were caused by unforeseeable events out of any party’s control and/or the contributory or comparative negligence of Smith and other parties. McClure also believe the alleged negligence claims are predicated on McClure not designing to IBC provisions that are likely inapplicable to the facts stated by Claimants whereas McClure’s design of its scope of the Project was designed to the appropriate and applicable code sections. Project started: July 2007. Claim filed: February 2024. McClure added as party: October, 2024. Status: Ongoing.

2) *Jeana Ruopp v. Con Struct, Inc, Orton Homes, LLC, McClure Engineering Co., City of Marshalltown, IA, Absolute Group, Inc. (CVC1012617)*. Marshalltown, IA. Claimant is a homeowner located in Marshalltown, IA. Claimant is alleging Defendants trespassed on her property to construct a swale and is asserting that Defendants owe financial responsibility to Plaintiff under the legal theories of trespass, conversion, and negligence with only a claim of negligence against McClure specifically. McClure believes there to be no negligence on the part of McClure regarding the drafting and preparation of the engineering documents provided by McClure on this project due to McClure abiding by the appropriate duty of care in its performance of its work. Project started: July 2021. Claim filed: May 2025. Status: Ongoing.

Has the business/firm ever been disqualified from working for the City or any other public entity?

No

Proof of Financial Capacity:

DUNS # 116916418

Federal Bonding Capacity: \$20M single, \$50M aggregate

McClure has a proven track record of financial stability and capacity to deliver large-scale projects successfully. With nearly 70 years of operation, we have maintained robust financial management practices, as demonstrated by our consistent revenue growth and successful completion of projects. Our reviewed financial statements are available upon request, reflecting our commitment to transparency and fiscal responsibility. This solid financial foundation ensures we have the resources and resilience to complete SW 2026 Flood Warning System Maintenance projects efficiently and effectively.

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

McClure Engineering Co.

using in Missouri the name

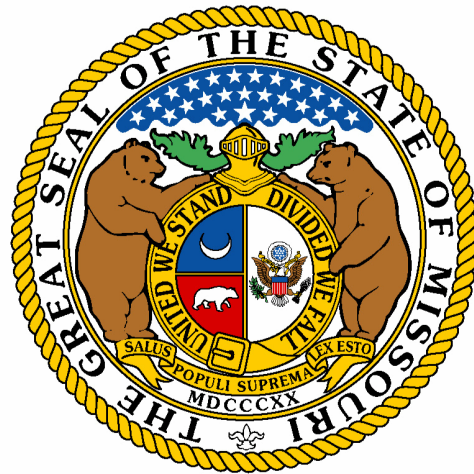
McClure Engineering Co.
F00750613

a IOWA entity was created under the laws of this State on the 11th day of July, 2006, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 8th day of August, 2024.


Secretary of State

Certification Number: CERT-08082024-0027



PART II: EXPERIENCE

The table below shows a representative sample of our public projects performed in Missouri over the past three years. Additional projects performed in other states can be provided upon request.

Project Name	Project Manager	Project Type	Fee	Client	Contact Name	Contact Email	Phone	Invoice Type
Green Infrastructure: Paseo Gateway/KCU	Coby Crawl	Stormwater Detention Facilities	117,008.84	City of KCMO - Water Services	Noah Pfeffer	noah.pfeffer@kcmo.org	816.513.0186	Time & Exp NTE
KCMO Water Plant Blowers	Coby Crawl	Wastewater Treatment Plant	41,500.00	City of KCMO - Water Services	Elge, David	david.elge@kcmo.org	816.209.8850	Time & Exp NTE
SW Flood Warning System Maintenance	Coby Crawl	Flood Warning System	364,199.00	City of KCMO - Water Services	Jing Tao	jing.tao@kcmo.org	816.513.0371	Time & Exp NTE
North Kansas City Hospital Water	Coby Crawl	Water Distribution	135,469.00	North Kansas City Hospital	Riesenberg, Nic	Nic.Riesenberg@nkch.org	(816) 691-2000	% complete & T&E
Flood Warning ARPA Expansion	Coby Crawl	Flood Warning ARPA Expansion	104,125.00	MegaKC	Jose Betancourt	jose@megakc.com	816-416-9417	Percent Complete (Lump Sum)
Missouri Governor's Mansion Survey	Tim Devaney	Survey-Boundary	47,950.00	SWT Design, Inc	Murner, Cory	klausr@swtdesign.com	314-644-5700	Percent Complete (Lump Sum)
East Park Apartments	Jeffery Dierker	Survey-Construction	37,500.00	E.M. Harris Construction Co	Wakeford, Brandi	jfinley@emharris.com	(314) 791-8035	Percent Complete (Lump Sum)
Knob Noster High School - Reasbeck	Jeffery Dierker	K-12 Educational Facilities; Classrooms	65,170.00	Reasbeck Construction, Inc.	AP	breasbeck@rcicon.com		Percent Complete (Lump Sum)
Staking - Grindstone Commercial Plat	Jeffery Dierker	Commercial Retail (mall; gas; merch.; etc.)	22,257.50	Coil Construction, Inc.	Martin, Karen	jewalt@coilconstruction.com		Time & Exp
Williamsburg-Whetstone Creek	Jeffery Dierker	Survey-Construction	16,800.00	Don Schnieders Excavating Inc.	Bax, Trent	tbax@dsecompany.com		Percent Complete (Lump Sum)
Macon-Stormwater Improvements	Jeffery Dierker	Survey-Construction	10,380.00	Hydrovac of Missouri	Rail, Nathan	nathan@hydrovacofmissouri.com	(573) 584-6646	Percent Complete (Lump Sum)
Spire KCWW RNG Pipeline	Horace Dutton	Gas Systems (propane; natural; etc.)	71,770.00	Spire Inc.	Accounts Payable	Jesse.Mesey@spireenergy.com	(314) 250-0199	Percent Complete (Lump Sum)
The Depot	Horace Dutton	Residential Multi Family	127,709.50	Kittle Property Group Inc.	Cox, Jeremiah	jcox@kittleproperties.com	(317) 428-6308	Percent Complete (Lump Sum)
Harrison County Hospital	Horace Dutton	Hospital & Medical Facilities	114,820.20	MW Builders Group Inc.	Fronk, James	jkronk@mwbuilders.com	(913) 317-3727	Percent Complete (Lump Sum)
40th and Monroe Sewer Separation	Horace Dutton	Sanitary Sewer	106,047.50	I-Solutions	Janski, Brian	bjanski@i-solutionsllc.com		Percent Complete (Lump Sum)

Project Name	Project Manager	Project Type	Fee	Client	Contact Name	Contact Email	Phone	Invoice Type
Gatewoods Flood Benching	Matt Eblen	Stormwater Conveyance Systems	14,940.00	City of Riverside, MO	Bennion, Noel	nbennion@riversidemo.gov	816.741.3993	Time & Exp NTE
Bell Road Sidewalk	Matt Eblen	Sidewalks	204,173.00	City of Parkville, MO	Lachky, Stephen	slachky@parkvillemo.gov	(816) 741-7676	Time & Exp NTE
Columbus Park Townhomes	Matt Eblen	Residential Multi Family	241,188.00	UC-B Properties	Carlton, Lance	lcarlton@uc-bproperties.com	(816) 599-8651	Percent Complete (Lump Sum)
Citywide Facilities Study	Matt Eblen	Facilities Study: Municipal/Govt Bldg	157,775.00	City of North Kansas City, MO	Sands, Anthony	asands@nkc.org	816-527-5958.	Percent Complete (Lump Sum)
SLP Embassy Suites Demo & New Parking	Matt Eblen	Hospital & Medical Facilities	71,865.00	Saint Luke's Health System	Peters, Caitlin	mbrooks@saint-lukes.org	(816) 932-2000	Percent Complete (Lump Sum)
Due Diligence- Former Red-X Site	Matt Eblen	Site or Land Use Master Planning	41,800.00	Briarcliff Developmt Company	Andrews, Julie	jandrews@briarcliffkc.com		Percent Complete (Lump Sum)
Grindstone Commercial Development	Ryan Fuller	Office Buildings; Industrial Parks	149,800.00	COR Development LLC	Orscheln, Nick	Norscheln@cordevelopment.com	816-812-4123	Percent Complete (Lump Sum)
Southwind Plats 7-8	Ryan Fuller	Residential Single Family	151,700.00	Winscott Const. & Excavating, Inc.	Winscott, Keith	keithwinscott@gmail.com	(573) 489-1230	Percent Complete (Lump Sum)
North Kansas City Water Master Plan	Clinton Gross	Water Distribution	427,200.00	City of North Kansas City, MO	Sands, Anthony	asands@nkc.org	816-527-5958.	Time & Exp NTE
Puri – Hyatt Place Hotel and Conference	Marcus Himmelberg	Hotel; Hospitality	89,500.00	Puri Group	Puri, Raman	raman.puri@hilton.com	(573) 268-1145	Percent Complete (Lump Sum)
KEM Studio - Bellwether	Marcus Himmelberg	Multistory Mixed-Use Residential/Commercial	298,000.00	Kem Studio Inc.	Satterwhite, Brad			Percent Complete (Lump Sum)
Coil - Alive in Christ Family Center	Marcus Himmelberg	Religious Facilities	19,200.00	Coil Construction, Inc.	Paulsen, Arne	apaulsen@coilconstruction.com		Percent Complete (Lump Sum)
Independence Fire Stations	Patrick Kullberg	Municipal Buildings - Fire Stations	453,500.00	WSKF Architects	Novak, Dalyn	dnovak@wskfarch.com		Percent Complete (Lump Sum)
Twin Creeks Plaza C-Store	Patrick Kullberg	Convenience Store	46,650.00	WSKF Architects	Kuhl, Rick	rkuhl@wskfarch.com	(816) 221-9300	Percent Complete (Lump Sum)
Kearney Fire Station 2	Patrick Kullberg	Municipal Buildings - Fire Stations	85,820.00	WSKF Architects	Novak, Dalyn	dnovak@wskfarch.com		Percent Complete (Lump Sum)
Scotland Co BRO R099 (001) LWC-CR963	Aaron McVicker	Bridges - Steel Rolled Girder	116,876.06	Scotland County, MO	Ebeling, Duane	scotland.county@sos.mo.gov	(660) 465-7027	Cost Plus Fixed Fee
Bourke Street Sidewalks	Aaron McVicker	Sidewalks	109,604.87	City of Macon, MO	Criagg, Mary Lou	cityclerk@cityofmacon-mo.gov	660-385-6421	Cost Plus Fixed Fee
MKT Trail Bridges	Aaron McVicker	Bridges - Other (Arch, Cable, Truss, etc)	94,675.00	City of Columbia, MO - Parks & Rec	Lynch, Liz	liz.lynch@como.gov		Percent Complete (Lump Sum)

Project#	Project Manager	Project Type	Fee	Client	Contact Name	Contact Email	Phone	Invoice Type
State of Missouri Katy Trail Hwy AA	Aaron McVicker	Trails	220,780.00	State of MO -Office of Administration	Zeller, Scott			Percent Complete (Lump Sum)
Blue Parkway and 291	Jeffrey Means	Survey- Construction	80,000.00	Clarkson Construction Co.	Accounting	GDandar@clarkson construction.com	(816) 483-8800	Percent Complete (Lump Sum)
Blue Springs Marketplace	Jeffrey Means	Survey-Boundary	23,805.00	Cadence Comm. Real Estate	Ross, Trip	trip@cadencekc. com	(913) 782-9000	Percent Complete (Lump Sum)
WMSL Redevelopment	Paul Osborne	Residential Multi Family	112,000.00	Brian Budzinski				Percent Complete (Lump Sum)
Kensington Farms	Paul Osborne	Residential Multi Family	154,645.00	PETRA	Payable, Accounts	tburks@ growwithpetra.com	816-379-5546	Percent Complete (Lump Sum)
Journey Church – 96th Street	Paul Osborne	Religious Facilities	167,300.00	Journey Church of KC	Hash, Delaine	shawn@ journeykc.com	(816) 368-1540	Percent Complete (Lump Sum)
Children’s Mercy 22nd St Parking Garage	Paul Osborne	Hospital & Medical Facilities	189,370.00	McCarthy Building Companies, Inc.	Gosa, Matt	MGosa@ mccarthy.com	(404) 358-0768	Percent Complete (Lump Sum)
KCW WMR E. Truman Rd to Troost Ave	Steve Query	Water Distribution	295,294.00	City of KCMO - Water Services	Zonnooz, Reza	Reza.Zonnooz@ kcmo.org	(816) 513-0309	Time & Exp NTE
Excelsior Springs Sewer Rehab Task Order	Steve Query	Sewer Rehab	195,235.00	City of Excelsior Springs, MO	Birdsong, Chad	cbirdsong@ci.excel sior-springs.mo.us	(816) 630- 0755 x 223	Time & Exp NTE
Johnson Co., MO Det. Center WWTP UV	Steve Query	WWTP UV	46,500.00	Johnson County, MO	Powers, Jennifer	jpowers@joco courthouse.com		Percent Complete (Lump Sum)
Gladstone 24-inch Trans. Main - Design	Steve Query	Transmission Main Design	233,700.00	City of Gladstone, MO	Tim Nebergall	timn@gladstone. mo.us	816-436-5442	Time & Exp NTE
Ewing Park Playground	Joy Rhea	Landscape Architecture	44,150.00	City of KCMO - Parks & Recreation	McCoy, Keisha	lakeisha.mccoy@ kcmo.org	(816) 513-7613	Percent Complete (Lump Sum)
Hawthorne Park	Joy Rhea	Landscape Architecture	22,250.00	City of Warrensburg, MO	Deal, Chris	chris.deal@warr ensburg-mo.com	660-262-4617	Percent Complete (Lump Sum)
NKC Hospital - Psychiatric	Joy Rhea	Hospital & Medical Facilities	95,500.00	Pulse Design Group	Frye, Shelby	sfrye@pulse designgroup.com		Percent Complete (Lump Sum)
Johnson Co. Division Road	Alex Schlader	Municipal Reconstr. & Pavement Rehab	133,200.00	Johnson County, MO	Powers, Jennifer	jpowers@joco courthouse.com		Percent Complete (Lump Sum)
Arabella Independence Services During Co	Thomas Smith	Residential Multi Family	278,250.00	Lombardo Homes	Winn, Lyle	lwinn@lombardo companies.com	(586) 855-9563	Percent Complete (Lump Sum)
4450 Washington Multi Family	Thomas Smith	Residential Multi Family	101,310.00	Block Real Estate Services, LLC	Thompson, Justin	jthompson@ blockllc.com		Percent Complete (Lump Sum)
Riverside Rinker - Site Planning & CDs	Thomas Smith	Warehouse/ Logistics Center	164,455.00	Block Real Estate Services, LLC	Lovell, Walt	wlovell@ blockllc.com	(816) 932-5516	Percent Complete (Lump Sum)

Project#	Project Manager	Project Type	Fee	Client	Contact Name	Contact Email	Phone	Invoice Type
CA - Pins Rest., Bar, & Pool (Happies)	Celeste Spickert	Comm. Retail (mall; gas; merch. etc.)	88,725.00	Columbia Associates	Miller, Keith	keith@columbiaassociatesarchitecture.com	(573) 442-8888	Percent Complete (Lump Sum)
CA - Marquis at Grand Glaize	Celeste Spickert	Residential Multi Family	130,800.00	Columbia Associates	Miller, Keith	keith@columbiaassociatesarchitecture.com	(573) 442-8888	Percent Complete (Lump Sum)
STLDA - Perryville Independence Health	Celeste Spickert	Senior/Assisted Living Facilities	58,440.00	St. Louis Design Alliance	Chronister, Brad	bradleychronister@STLDA.com	(314) 863-1313 ext. 304	Percent Complete (Lump Sum)
Southtown Sub Landbase-Every 24	Tyler Sudduth	Power Generation; Transmission; Distrib.	52,253.75	EVERGY	AP	Paul.Maurin@evergy.com	(816) 878-7786	Time & Exp
Kestrel Land Base - Every 25	Tyler Sudduth	Survey-Boundary	19,097.50	EVERGY	AP	Paul.Maurin@evergy.com	(816) 878-7786	Time & Exp
EVERGY 2026	Tyler Sudduth	Power Generation; Transmission; Distrib.	900,000.00	EVERGY	Ward, Derek	derek.ward@evergy.com	(816) 245-4022	Time & Exp
Bowling Green Mun: Airport Terminal BLDG	Adam Thompson	Aircraft Hangar, Terminats, SRE Bldgs	64,916.00	City of Bowling Green, MO Airport	Luebrecht, Linda	lluebrecht@bowlinggreen-mo.gov	(573) 324-5451	Percent Complete (Lump Sum)
Bowling Green Mun: ALP Update	Adam Thompson	General Airport Planning	72,030.00	City of Bowling Green, MO Airport	Luebrecht, Linda	lluebrecht@bowlinggreen-mo.gov	(573) 324-5451	Percent Complete (Lump Sum)
PCI - Reed Academy	Colin Trotter	K-12 Educ. Facil.; Classrooms	15,535.00	Performance Contracting, Inc.	Martin, Scott	Scott.Martin@pcg.com		Percent Complete (Lump Sum)
Paric - Boeing Expansion STL	Colin Trotter	Comm. Retail (mall; gas; merch. etc.)	71,400.00	PARIC Corporation	Nguyen, Steven	snguyen@paric.com		Percent Complete (Lump Sum)
North Village Park	Joseph Tuey	Urban Renewals; Community Dev	151,100.00	City of Columbia, MO - Parks & Rec	Huffington, Gabe	cale.turner@como.gov	(573) 874-7375	Percent Complete (Lump Sum)
Union Hotel Renovation and Preservation	Joseph Tuey	Muni/Government Buildings	204,700.00	Strata Architecture + Preservation	Cawby, Julie	Julie@strata-arch.com	(816) 474-0900	Percent Complete (Lump Sum)
Gates L3 Mixer Mezzanine Analysis	Josh Valenti	Industrial Buildings; Manufacturing Plants	25,700.00	Gates Manufacturing	Ausbon, Brian	Brian.Ausbon@gates.com		Percent Complete (Lump Sum)
SWDA - Exterior Condensate Surge Tank	Josh Valenti	Concrete Box Culvert - Precast	22,500.00	Stark Wilson Duncan Archts.	Auman, Scott	SAuman@swdarchitects.com	(816) 531-1698	Percent Complete (Lump Sum)
RRWA Water Supply Connection	Philip Wilson	Water Distribution	136,015.00	Rathbun Regional Water Assoc.	Glosser, Rod	rglosser@rrwa.net		Percent Complete (Lump Sum)
State of MO-Watermain Replacement	Philip Wilson	Water Distribution	55,000.00	State of MO -Office of Administration	Zeller, Scott			Percent Complete (Lump Sum)
Ashland Missouri Water System Hydraulic	Ellen Woltjen	Water Distribution Modeling	124,500.00	City of Ashland, MO	Michel, Kyle	kylemichel@ashlandmo.us	(573) 657-2091	% complete & T&E

REFERENCES FOR SIMILAR PROJECTS

The projects included in our proposal represent a small but meaningful sample of the work McClure performs for public and governmental clients. Each project is unique, with differing scopes, goals, and constraints. Because of this, traditional performance measures vary from project to project. However, we consistently find that successful project delivery is evaluated through key performance indicators such as adherence to schedule, budget management, constructability, development of innovative solutions, and alignment with client needs.

At McClure, every project begins with the development of a comprehensive Project Management Plan, created and reviewed collaboratively with the client at project kickoff. This plan outlines the project schedule, budget, team structure, communication protocols, and success factors. These items are discussed in detail to ensure all stakeholders share a clear understanding of expectations and project objectives from the outset.

As the project progresses, the schedule, budget, and identified success factors are monitored and reviewed at each progress meeting. This ongoing evaluation ensures that the project continues to move in the direction desired by the client and that any adjustments are made proactively. McClure will apply this same proven process to this project to ensure performance meets or exceeds expectations.

Jose Betancourt, Project Manager

MegaKC
1491 Iron Street
North Kansas City, MO 64116
816.416.9417
jose@megakc.com

Apollo Hernandez, Project Manager

Public Works – Engineering
Unified Government of Wyandotte County/Kansas City, Kansas
4851 Armstrong Avenue
Kansas City, Kansas 66102
913.573.1353
Email: arhernandez@wycokck.org

Chip Zimmer

City Council
Lake Quivira, KS 66217
913.544.5653
czimmer@lakequivira.ks.gov



**City of Kansas City, Missouri
Water Services Department
Kenneth C. Morgan P.E., Director**

- Executed Contract File
- Contractor
- Finance
- City Clerk
- Surety
- Granting Agency
- Project Manager
- CM/Inspector
- Design Professional
- _____

Project Manual

PROJECT/CONTRACT NO. 82000405/475

**TITLE: SW FLOOD WARNING SYSTEM
MAINTENANCE CONTRACT BID NO. 2**

FACILITY MAINTENANCE CONTRACT

BIDDER/ADDRESS

Company: McClure Engineering
Contact: Coby Crowl
Address: 1700 Swift Avenue Suite 100
North Kansas City, MO 64116
Phone: 816-756-0444
Email: ccrowl@mcclurevision.com

Project Manager: Misty Tanner
Telephone: (816) 513-0308
Email: misty.tanner@kcmo.org

Foreign Corporation
 Fictitious Name Registration
 Sole Proprietor
 Limited Liability Company
 Partnership
 Joint Venture
 Other: _____
(Specify)

Bidder: McClure Engineering Co.
1700 Swift St. Ste 100
North Kansas City, MO 64116

Telephone No. 816-756-0444
Facsimile No: _____
E-Mail Address: ccrowl@mcclurevision.com

Federal Identification Number 42-0982931

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

By: _____
(Signature) *ccrowl*

Coby Crowl
(Print Name)

Title: Team Leader

Date: November 19, 2024

(Attach corporate seal if applicable)

Bidder: McClure Engineering Co.

ACCEPTANCE OF BID

City, by executing this Bid Form/Contract, hereby accepts Bidder's Bid and this Bid Form/Contract that incorporates all other Contract documents shall constitute the Contract between the Parties.

City shall pay Contractor for completion of the Work in accordance with the Contract documents a maximum amount of Three Thousand Sixty Four One Hundred and Ninety Nine Dollars 00/100 (**\$ 364,199.00**).

KANSAS CITY, MISSOURI

Signed by:
By: Kenneth Morgan
47CA3801D3B6446...
Title: Director of Water Services
Date: _____

Approved as to form:

DocuSigned by:
Mark Jones
0909E44CF75D420...
Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

DocuSigned by:
Anne Kaps 1/16/2025
996237FFA75F404...
Director of Finance (Date)

PART III: PERSONNEL

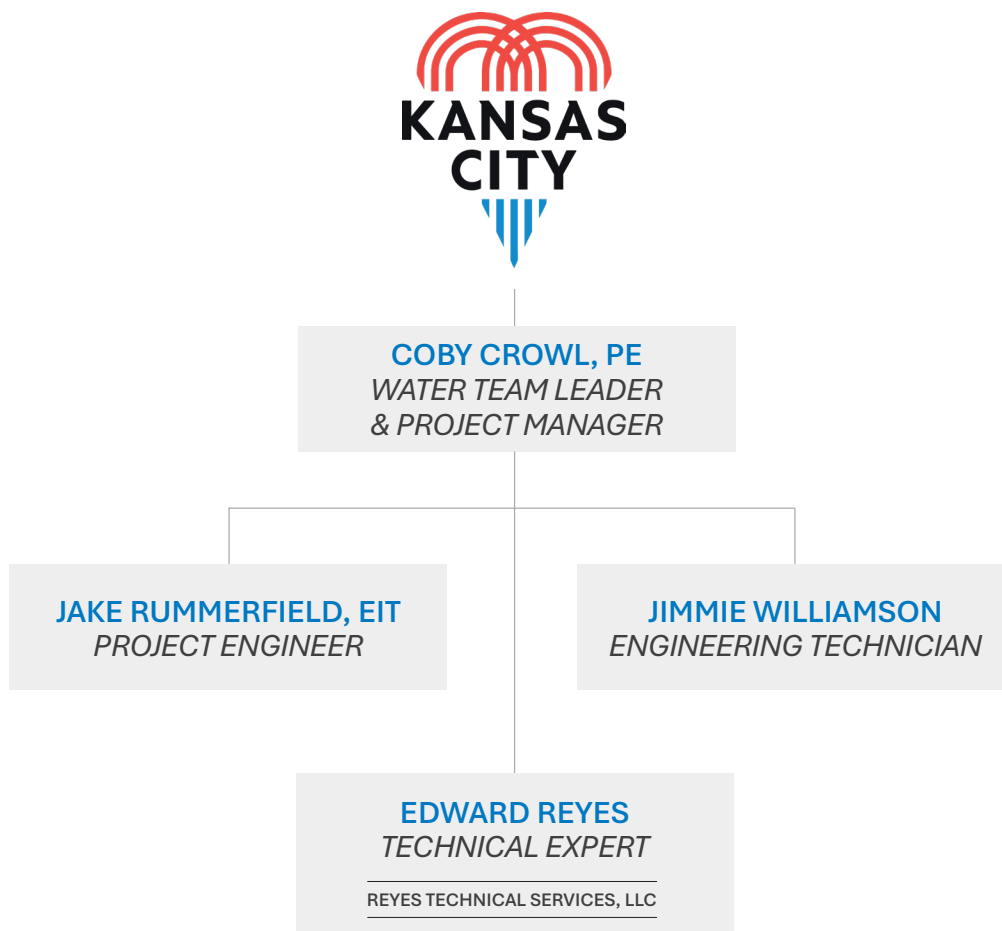
OUR STAFF CAPACITY

For the SW Flood Warning System Maintenance program, McClure has a focused team with direct experience in infrastructure maintenance, field coordination, and municipal service support. Staff resources are aligned to the size and scope of the work to ensure timely response, efficient task execution, and clear communication. While McClure offers the depth of a full-service firm, we maintain a hands-on approach that allows City staff direct access to project leadership and technical personnel.

Our maintenance team was strategically selected for their relevant experience, technical capabilities, and familiarity with similar flood control and public infrastructure efforts. Their complementary skill sets promote continuity, efficiency, and flexibility throughout ongoing maintenance activities. As workload demands fluctuate, McClure can readily supplement the core team with additional qualified staff to maintain service levels.

McClure’s staffing approach is designed to ensure uninterrupted service. Key roles are supported by experienced backup personnel who are knowledgeable in project procedures and maintenance requirements. Cross-training and shared project documentation allow seamless coverage during planned vacations, short-term absences, or unexpected illnesses. In the event that a key team member becomes unavailable, McClure’s depth of personnel enables an immediate transition to equally qualified staff without disruption to the City’s maintenance operations.

McClure Engineering Company 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, Section 3-66, Code of Ordinances.





COBY CROWL, PE

WATER TEAM LEADER & PROJECT MANAGER



Coby brings extensive expertise as a civil engineering consultant and has served as project principal, manager, or engineer on a wide range of projects for both private and public sectors. His specialties include water and wastewater planning, design and construction administration, pump station design, treatment plants, assessments, controls and integration, funding, and on-call engineering. Committed to the success and quality of every project, he excels at building relationships and uniting teams of professionals to achieve results. Coby has also served as an On-Call Engineer for several public entities, contributing in various capacities such as due diligence reports, plan review, asset management, rate studies, construction administration, management assessments, public meetings, and board meetings. *Coby supports many projects and approaches each with integrity and professionalism, consistently ensuring commitments are met, and he will bring that same level of dedication to this project.*

REGISTRATIONS

PE: MO, KS, IA, NE, OK

EDUCATION

BS, Civil Engineering
University of Missouri

OFFICE LOCATION

North Kansas City, MO

RESIDENCE

Kansas City, MO

YEARS OF EXPERIENCE

31 (McClure: 4,
Other: 27)

PROJECT EXPERIENCE:

- Flood Warning ARPA Alert 2 Upgrade, City of Kansas City, MO
- SW Flood Warning System Maintenance, City of Kansas City, MO
- Contract 7 Flood Warning Maintenance Contract, City of Kansas City, MO
- Ely Street Pump Station, Force Main and Sewer Main, Town of Carrollton, MO
- Wastewater Treatment Plant Assessment, Town of Carrollton, MO
- Buckeye Creek Pump Station Grit Removal, Kansas City, MO
- Del Prado WWTP Improvements, Lee County, FL



JAKE RUMMERFIELD, EIT

PROJECT ENGINEER



Jake plays a key role in McClure’s ongoing SW Flood Warning System Maintenance work for Kansas City, contributing technical insight and problem-solving support to critical flood control and infrastructure initiatives. He brings a strong blend of technical expertise, research experience, and leadership skills across multiple industries. With a background in machine learning, chemical engineering, and environmental safety, he has worked on projects ranging from predictive modeling for catalysis to large-scale flavor compound formulation. His hands-on experience in research and development, coupled with a strong foundation in data analysis, Python programming, and process optimization, makes him highly adaptable to complex problem-solving. Jake is an innovative thinker and has technical proficiency in Aspen Plus, CAD, and Matlab. *Time commitment on other accounts: 60%**

EDUCATION

BS, Chemical Engineering
University of Kansas

OFFICE LOCATION

North Kansas City, MO

RESIDENCE

Shawnee, KS

YEARS OF EXPERIENCE

1 with McClure

PROJECT EXPERIENCE:

- SW Flood Warning System Maintenance (2024 Contract), City of Kansas City, MO
- Booster Pump Stations, North Kansas City, MO
- Del Prado WWTP Improvements, Lee County, Florida
- 24” Transmission Main Design, Gladstone, MO
- Source Water Protection Plan, North Kansas City, MO
- Water Softening System, Jefferson City, MO
- 8” Water Main Replacement Design, City of Kansas City, MO

*** Team members’ time allocations will be adjusted, as needed, to maintain appropriate availability and meet all project commitments.**



JIMMIE WILLIAMSON ENGINEERING TECHNICIAN



Jimmie serves as a key in-house technical resource for McClure, providing hands-on expertise and advanced problem-solving support for the ongoing SW Flood Warning System Maintenance work for Kansas City. With expertise in electrical, automation, and security systems, Jimmie brings a versatile technical skill set to critical flood control and infrastructure initiatives. His experience includes roles from senior technician to project manager, with expertise in AGV maintenance, PLC-controlled systems, electrical installations, and access control systems. Jimmie has a strong background in troubleshooting complex electrical and electronic systems, low-voltage wiring, and industrial maintenance, along with proven proficiency in system integration, security, and automation. He also offers strong leadership capabilities, effectively managing technicians and overseeing complex installations while maintaining high standards for safety, reliability, and efficiency. *Time commitment on other accounts: 10%**

CERTIFICATIONS

OSHA 10, DMP, Honeywell, Dematic Automation

EDUCATION

AAS, Maple Woods Community College

Electronics Mechanic Certificate

OFFICE LOCATION

North Kansas City, MO

RESIDENCE

Richmond, MO

YEARS OF EXPERIENCE

31 (1 with McClure)

PROJECT EXPERIENCE:

- SW Flood Warning System Maintenance (2024 Contract), Kansas City, MO
- Flood Warning ARPA Alert 2 Upgrade, City of Kansas City, MO
- Lake Quivira Water Level Detection, City of Lake Quivira, KS
- Installation and Commissioning of Automated Guided Vehicles, Federal Reserve of Kansas City, MO*
- Inspections and Testing of Camera Systems Across U.S.–Bankers Security, Raytown, MO*



EDWARD REYES TECHNICAL EXPERT

REYES TECHNICAL SERVICES, LLC

Ed is a valued subconsultant partner supporting McClure’s ongoing SW Flood Warning System Maintenance services for Kansas City, bringing practical flood control experience and technical problem-solving expertise to the project team. He is an experienced technician with a strong background in hands-on maintenance, repair, and field-level infrastructure support. He brings extensive experience working on flood control systems, including drainage components, access structures, and maintenance activities that support reliable system performance. Ed is proficient with the Contrail® hydrologic monitoring platform and its Contrail Inventory module, as well as high-water detection systems and TDMA technologies, providing valuable support for monitoring and data-driven operations. He offers practical expertise in troubleshooting mechanical and structural issues, performing site repairs, and implementing effective, safety-focused solutions. His detail-oriented approach, strong problem-solving skills, and familiarity with real-world field conditions make him a dependable technical resource for flood control and facility maintenance projects. *Time commitment on other accounts: 80%**

EDUCATION

Assoc Degree, Civil Engineering Technology, Johnson County Community College

OFFICE LOCATION

Shawnee, KS

RESIDENCE

Shawnee, KS

YEARS OF EXPERIENCE

40

PROJECT EXPERIENCE:

- SW Flood Warning System Maintenance (2024 Contract), City of Kansas City, MO
- Flood Warning ARPA Alert 2 Upgrade, City of Kansas City, MO
- Flood Warning System Maintenance, Overland Park, KS
- Highwater Detection Systems, Mission Hills, KS
- Contrail Administrator, City of Overland Park, KS

PART IV: PROJECT APPROACH

UNDERSTANDING & OBJECTIVES

For more than two decades, McClure has maintained Kansas City’s ALERT Flood Warning System (FWS), providing reliable, coordinated service that supports KC Water’s public safety mission.

Our objectives for this contract are:

- Ensure system reliability and data accuracy
- Respond promptly and efficiently in collaboration with City staff
- Advance the City’s long-term vision for a connected, cloud-forward, and regionally interoperable FWS. This builds directly on our current work and long-standing collaboration with KC Water and regional partners.

We will continue to support and build upon the existing coordination between the FWS and the Johnson County/Overland Park Storm Watch environment—an established regional network of more than 100 monitoring sites providing real-time rainfall, stream stage, and roadway condition data for flood decision making—while providing a scalable framework for integrating complementary data from City initiatives such as the Smart Sewer program, which already leverages real-time control and predictive operations.

TECHNICAL APPROACH TO THE SCOPE OF SERVICES

Scheduled (Preventive) Maintenance — Type A & B

- Twice-annual Type-A service for all stations (inspection, cleaning, calibration, antenna/SWR checks, enclosure integrity, and routine repairs identified on site).
- Battery program (replacement in February–March; dynamic load testing in July–August), desiccant service each visit, and rain-gauge calibration (in-field checks plus periodic shop batches).
- Pressure transducers and radar/ultrasonic: two-point tests each service; full calibration if tolerance exceeded; base-station coefficients updated with City direction.
- Type-B raise/lower of pressure transducers in the fall/spring windows per City-provided elevations and gauge datum; inventory updates after each visit.

Reliability-Centered Maintenance (RCM)

- Targeted post-event analyses when significant precipitation or performance flags occur, using nearest-neighbor comparisons/ double-mass plots as appropriate, not as a standing requirement after every rainfall.
- Periodic system summaries on request by the City Project Manager, prioritizing maintenance where data suggest drift or intermittent behavior.

Unscheduled and Emergency Maintenance

- Responsive, coordinated call-outs scheduled with the City: emergency mobilization as directed by the Project Manager, and nonemergency repairs planned within agreed work windows.



PROJECT MANAGEMENT, TEAM AND ADDED EXPERTISE

McClure utilizes a collaborative, team-based project management approach that mirrors how the City operates. Rather than relying on a single point of contact, the City Project Manager and supporting City staff communicate directly and frequently with McClure’s team leader, project engineer, and field technicians, allowing technical questions, operational needs, and field conditions to be resolved efficiently and in real time. Project coordination is overseen by McClure’s leadership to maintain consistency, accountability, and responsiveness while ensuring City staff have direct access to the personnel performing and supporting the work.

Our team is further supported by Ed Reyes of Reyes Technical Services, whose experience with the Overland Park and Johnson County Flood Warning Systems, Conrail platforms, and TDMA communications enhances system integration efforts and provides additional technical capacity during high activity periods.



QUALITY ASSURANCE (QA/QC)

- Standardized maintenance and calibration checklists
- Instrumented verification (SWR, dynamic battery tests, two-point PT checks)
- Peer/supervisor review of critical calibrations and records
- Closed-loop improvements from post-event performance and City feedback
- Complete, station-level documentation bundled with monthly billing

RENEWAL-BY-RENEWAL ROADMAP (ANNUAL STAGES)

The contract allows annual renewals. We propose a sequenced program in which each year delivers a high value, discrete capability while preserving flexibility for City priorities and funding cycles. The Flood Warning System can evolve beyond its current function to support broader City operations and decision making. Beyond reporting rainfall and stage, the FWS can become a citywide decision support platform that informs closures, emergency messaging, Smart Sewer operations, roadway safety responses, and, when appropriate, supervisory inputs to pumps, valves, and gates. This matters to Kansas City because it directly improves public safety during storms, shortens the time from situational awareness to action, and unlocks high value integrations with other City systems. The same sensor network that keeps residents safe from flooding also reduces operational costs, improves interdepartmental coordination, and supports long term resilience planning. In short, each renewal year is designed to protect reliability first and then add practical, City-directed capabilities that make the FWS more informative, more interoperable, and more valuable to the City’s evolving goals.

Year 1: Finish Foundation & Common Operating Picture

- Finalize the operational data “handshake” with Johnson County/Stormwatch so KC’s FWS stations, metadata, and selected feeds align with the regional environment where appropriate (consistent IDs, QC flags, availability metrics).
- Survey-grade elevation control for every station—establish a consistent “zero point” datum (e.g., NAVD88-tied) so thresholds and notifications are unambiguous across the network and compatible with regional/national data services.

- Notification framework design: draft tiered alert levels (Advisory/Watch/Warning) mapped to elevation-based stages at each site, aligned with NWS alerting concepts and City operations playbooks.

Year 2: Tiered Notifications & Decision Support

- Deploy tiered notifications by site and by role (Ops, Emergency Management, Transportation, Communications), with thresholds referenced to the Year-1 datum and integrated with City channels (email/SMS/other).
- Event decision-support views: curated storm dashboards that combine FWS sensors + Stormwatch context (rainfall, stage, selected roadway/pavement feeds) to support consistent closure/evacuation decisions.

Year 3: Strategic Expansion—New Sites & Water Quality

- Network expansion to critical gaps (e.g., headwaters, roadway hotspots, confluence points) using risk/benefit scoring from incident history.
- Water quality pilot sites (e.g., turbidity, temperature, conductivity, or targeted constituents) at streams of concern to support Smart Sewer compliance synergies and incident response.

Year 4: Connect to Smart Sewer (Opti/Real-Time Control)

- Data integration with Smart Sewer so basin, lift station, and in-line storage automations (e.g., Opti CMAC sites) can ingest FWS rainfall/stage for model bias-correction and forecast-based moves.
- Control-room overlay: embed FWS status/alerts into the Smart Sewer operator view (read-only), with agreed handoffs to avoid alarm fatigue.

Year 5: Roadway Condition Sensors, SCADA Tie-In & Flood Management

- Roadway condition stations (e.g., wet-road detection, pavement temperature, and runoff chemistry proxies) at chronic overtopping or ice-risk segments so public works/transportation can receive FWS-driven road advisories.
- SCADA tie-in pilot (with interlocks): provide read-only FWS data into SCADA/RTDSS for pumps, valves, and gates, with conservative, operations-approved logic blocks for advisories and inhibit thresholds.

Optional Parallel Tracks (City-Directed at Any Renewal)

- Public-facing map refresh: harmonize City and Stormwatch visuals for cross-jurisdiction clarity.
- USGS/FEMA overlays: enrich the FWS map with USGS Flood Impact locations and FEMA NFHL layers for planning and outreach.
- Analytics and after-action: seasonal “what worked/what didn’t” reviews to retune thresholds, refine roles, and prioritize expansions.

WHY MCCLURE—WHAT MAKES US BETTER

- Proven partner, continuous improvement. We have kept this system reliable for years and are equipped to drive the next wave of capability—from elevation based thresholds and role based notifications to water quality pilots and smart system integrations.
- Results the City can count on. Our plan is built around annual, demonstrable outcomes that align with KC Water’s evolving vision—so the system doesn’t just stay reliable; it steadily becomes more informative, more interoperable, and more valuable to City operations.



NE Vivion at Rock Creek

- Regional alignment: team familiarity with Overland Park/Stormwatch speeds integration and a common operating picture.
- Experience working with KC Water and a strong understanding of departmental operations, minimizing learning curves and enabling immediate, effective project execution.

COMMUNICATION AND COORDINATION

We will maintain frequent, proactive communication with Jing Tao and KC Water staff, confirming priorities, coordinating access, providing periodic updates (including after significant events), and obtaining approvals where required. Notification content and routing will be co-developed with Operations and Emergency Management using NWS conventions to ensure relevance and minimize fatigue.

ADDITIONAL PERFORMANCE MEASURES

McClure will track and report performance using practical measures that focus on prevention and reliable service during storms. At a minimum, we will report:

- System Readiness During Storms (%): stations continuously providing usable data during defined storm events.
- Preventive Maintenance Completion (%): scheduled inspections, calibrations, and replacements completed within planned service windows.
- Data Accuracy Confirmation (%): sensors verified to be within City approved tolerances after maintenance.
- Issue Resolution Before Outage (count/period): problems found and fixed during routine work before causing a data gap or downtime.
- Work Documentation On Time (%): station level records submitted on schedule with monthly invoicing.

Optional, as directed by the City: coordination timeliness, inventory readiness, post-event checkouts, and annual improvement milestones associated with the year-by-year roadmap.

Base Station Receiver Antenna



PART V: SUSTAINABILITY

INTENTIONAL EMPHASIS ON SUSTAINABILITY

Quality of life starts with the quality of our environment, locally and globally. We rely on the earth's ecological functions for our very existence. Our vision of making lives better encompasses our purpose of developing safe, sustainable, and healthy communities where people and economies can thrive. The protection of our land, air, and water resources and the ecosystems they support is crucial to ensure high quality of life for many generations into the future and is a top priority for our people and our clients.

Infrastructure improvements and land development have inherent environmental impacts. With thoughtful nature-based design and construction techniques, those impacts can be minimized. At McClure, we consider every potential impact and we design to protect (and in many cases enhance) the environment. This thoughtful approach leaves the environment in a better and more sustainable condition than we found it. We strive to improve water quality and ecological conditions at every opportunity, building a world that will last for generations. We're not just focused on improving lives today, but ensuring the future health of our planet for generations to come.

SUSTAINABILITY IN INFRASTRUCTURE PROJECTS

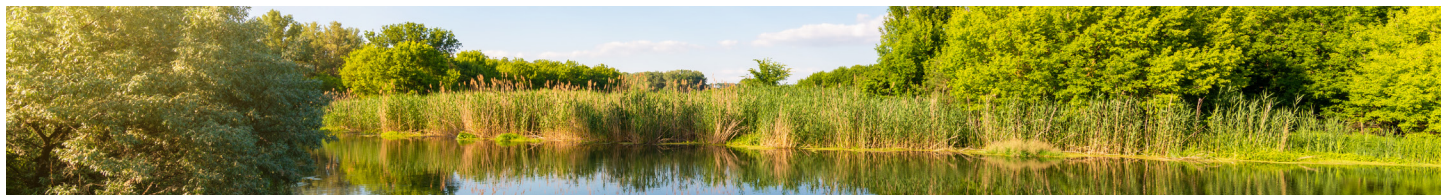
Our team actively integrates sustainable water resource practices into project planning and design. Recent applications of these strategies include:

- Utilizing available GIS data and flood modeling to protect existing stormwater infrastructure while minimizing site disturbance and preserving existing vegetation
- Advancing integrated stormwater solutions—bioretention, wetlands, and detention—that prioritize infiltration and water quality, reduce reliance on traditional detention, and support LEED credit achievement
- Balancing stormwater conveyance and water quality through vegetative bioswales, rain gardens, permeable pavement, and other green infrastructure practices that enhance infiltration and reduce environmental impacts
- Reusing and retrofitting existing stormwater infrastructure into water quality projects, while salvaging functional components and recycling materials through local recycling centers when no longer effective (e.g., converting an old wastewater treatment lagoon to a stormwater wetland)
- Incorporating renewable energy solutions, such as solar power at monitoring stations, to reduce operational impacts and support long-term system sustainability
- Implementing responsible material and waste management practices, including proper battery recycling and reuse of stormwater system components whenever feasible
- Leveraging available funding resources, including grants and non-profit campaigns, to invest in resilient, high-quality, and sustainable infrastructure improvements

CORPORATE OFFICE SUSTAINABILITY

McClure takes sustainability very seriously from a corporate perspective as well through implementing green initiatives throughout each of our office locations:

- Environmental, Stormwater, and GIS are part of our portfolio of engineering services
- Flexible work from home arrangements reducing commutes and carbon emissions
- Conversion from fluorescent to LED lights in our offices
- Recycling programs in all offices to minimize waste
- Promotion of carpooling and use of “pool” cars when traveling between offices
- Recycling of all computer equipment



PART VI: PRICING

OVERVIEW

McClure proposes a clear and transparent pricing structure that funds the base maintenance services required to keep the Flood Warning System reliable throughout the contract year and establishes a defined process for developing renewal-year budgets in advance of each potential contract renewal.

BASE PRICE – ANNUAL MAINTENANCE

Base Annual Price (Maintenance Only) Not to Exceed Amount: \$339,893.00

The base annual price covers the labor, reimbursable expenses, and administrative effort necessary to perform the maintenance services described in Part IV – Project Approach, including:

- Scheduled Maintenance (Type A & Type B), including inspections, cleaning, calibrations, antenna checks, battery replacement and testing, desiccant service, raise/lower of pressure transducers, and minor field repairs.
- Coordination and documentation, including work planning, access coordination, station-level service records, calibration documentation, parts tracking, and monthly submittals.
- Quality Assurance and Quality Control activities, including verification checks, data usability confirmation, and peer review of critical configuration or calibration changes.

UNSCHEDULED / CORRECTIVE SERVICES

Unscheduled or corrective work outside the base maintenance scope will be performed only with City authorization and invoiced on a time-and-materials basis at City-approved rates. See page 26 for current schedule of rates.

MATERIALS, PARTS, AND REPLACEABLE COMPONENTS

Standard consumable items used during routine maintenance are included in the base price. Major components such as sensors, radios, antennas, and batteries will be expensed via another financial source through the City.

RENEWAL-YEAR BUDGETING AND ROADMAP ALIGNMENT

To support the City’s annual renewal decisions, McClure will prepare and submit a detailed budget proposal for the upcoming contract year no later than the ninth month of the current contract year, or at an earlier date requested by the City. This submittal will be provided in advance of renewal consideration and will include:

- A baseline maintenance budget reflecting current station counts, service history, and operational needs.
- Itemized costs and schedules for City-directed enhancement activities selected from the agreed Flood Warning System roadmap.
- Assumptions, dependencies, and implementation considerations for proposed enhancement activities.
- Defined deliverables and milestones for the upcoming renewal year.

OPTIONAL SERVICES (AS REQUESTED BY THE CITY)

At the City’s request, McClure can scope and price optional services as part of the renewal-year budgeting process, including system integrations, pilot monitoring efforts, staff training, and expanded data visualization or reporting tools.

INVOICING AND REPORTING

The base annual price will be invoiced in monthly installments based on time-and-materials rate of the previous month. Authorized time-and-materials work and approved component replacements will be invoiced as incurred, with detailed supporting documentation.

PRICING SUMMARY

Base Annual Price (Maintenance Only) Not to Exceed Amount: \$339,893.00

Pricing for renewal years will be based on the City-approved maintenance scope, hourly rate adjustments, and any enhancement activities selected from the multi-year roadmap and will take effect only upon City approval and contract renewal.



BR16-Elmwood

2026 HOURLY RATE SCHEDULE

Effective 1/1/2026 through 12/31/2026. Rates are subject to change based on billing rates for future years.



PERSONNEL	HOURLY RATE
Principal	\$275 - \$425
Project Manager	\$185 - \$265
Senior Professional	\$195 - \$285
Professional	\$165 - \$195
Junior Professional	\$135 - \$165
Senior Technician	\$145 - \$175
Technician	\$115 - \$145
Landscape Architect	\$125 - \$160
On-Site Representative	\$125 - \$200
Client/Project Liaison	\$150 - \$300
Administrative	\$85 - \$150
Public Relations	\$115 - \$175
Crew Member	\$85
Crew Chief	\$135 - \$170
Survey Crew	\$220 - 255

EQUIPMENT

3D Scanner per Scan	\$30
Photogrammetry Drone per Flight	\$125
Sonar Boat	\$125
LiDAR Drone per Flight	\$250

MISCELLANEOUS EXPENSES

Survey Vehicle Mileage	\$0.90/Mile
Automobile Mileage (at current IRS rate)	Current IRS Rate
Printing	Per Contract
Survey Supplies (Hubs, Lath, Paint, Nails, etc.)	Per Contract
Out-of-Pocket Expenses (Meals, Hotels, etc.)	Per Contract

PART VII: OTHER REQUIRED DOCUMENTS

EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Clay)

On this 17th day of March, 2026, before me appeared Erica Tietz, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Chief People Officer (title) of McClure (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

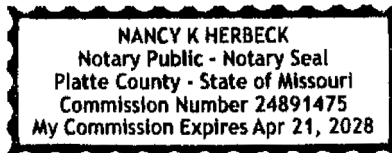
I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

Erica Tietz
Affiant's signature

Subscribed and sworn to before me this 17th day of March, 2026.

Nancy K Herbeck
Notary Public

My Commission expires:





EXPERIENCE AND REFERENCE SUMMARY

Project/Contract Numbers: 60820071/516

Project Title: SW 2026 Flood Warning System Maintenance System Repair

Firm's Legal Name	McClure Engineering Company dba McClure
Mailing Address	1700 Swift Street, Suite 100, North Kansas City, MO 64116
Contact – Name & Email	Coby Crowl, PE / ccrowl@mcclurevision.com
Contact – Phone & Fax	Phone: 816.863.3930 / Fax: 816.756.1763

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	SW Flood Warning System Maintenance Contract 2024; Kansas City, MO	City of Kansas City, MO Jing Tao: (816) 513-0371	Started 04/01/2025 Ongoing	\$364,199.00
2.	Flood Warning ARPA Expansion Kansas City, MO	City of Kansas City, MO Bon Marie Gardner: (816) 513-0354	Started 01/10/2025 Completed 02/2026	\$104,125.00 (Subcontract to MegaKC)
3.	Maintenance and Support of ALERT Flood Warning System; Wyandotte County, KS	Unified Government of Wyandotte County/ KCK - Apollo Hernandez: (913) 573-2940	Started 04/25/2025 Ongoing	\$54,727.00
4.	Flood Warning System Maintenance Contract #7; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 05/30/2016 Completed 11/2024	\$1,977,464.83
5.	Flood Warning System Maintenance Contract #6; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 04/12/2012 Completed 05/2016	\$540,000.00
6.	Flood Warning System Maintenance Contract #5; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 03/12/2009 Completed 04/2012	\$499,700.00
7.	City-Wide Engineering & Architectural On-Call, Kansas City, MO	KCMO General Services Department 414 E. 12th Street, Kansas City, MO Angela Forté, P 816.513.0831	Annual with up to four renewals. Complete 2029	\$300,000 Annual
8.	City of North Kansas City On-Call North Kansas City, MO	City of North Kansas City 2010 Howell Street, North Kansas City, MO Anthony Sands, PE, P 816.274.6004	Duration: Up to 4 Years Completed: 2029	\$154,556
9.	City of Riverside On-Call Riverside, MO	City of Riverside 2950 NW Vivion Road, Riverside, MO Noel Bennion, P 816.741.3993	Duration: Ongoing Completed: Ongoing	\$249,677

ATTACHMENT C
ELECTRONIC DATA REQUIREMENTS

A. Kansas City Plan Room - Electronic Format Requirements and Naming Conventions

1. In addition to other deliverables included in this Contract, items listed below are requirements to accommodate posting bids documents, plans and specifications on the Kansas City Plan Room.
2. Prime Design Professional/Consultant and Sub-Consultants shall adhere to the following electronic format requirements and use the naming conventions as set out below:
 - a. **Drawings/plans**
 - (1) Drawings/plans should be rendered as 200-300 dpi **PDF Format** images. No files may be larger than 5 megabytes in size. Plans/Drawings numbering should follow Form 00015 List of Drawings.
 - (2) File names may not include any symbols such as < > : . “ / \ | ? ‘ & # % ^ * () [] { } +
 - (3) FILE NAMES: Plans/Drawings numbering should follow Form 00015 List of Drawings. All plans should be named in the following manner: three digit sequential number-brief descriptor. For example: 001-Cover.pdf or 002-arc1.pdf
 - b. **CSI specification sections (project manuals)**
 - (1) CSI specification sections should be named by division, using DIV as a prefix. For example:
 - (a) DIV01.PDF (Technical, Project Specific)
 - (b) DIV02.PDF
 - (c) DIV03.PDF
 - c. **Summary:**
 - (1) Division 00 and 01 in Microsoft Word or Excel
 - (2) Division 2-16 in PDF Format
 - (3) Completed document originals of Plans and Diagrams of project must be submitted as 200-300 dpi **PDF Format** images.

B. Contract Information Management System - Project Web Requirements

1. The City will utilize a web based contract information management system/project management tool in the administration of this Contract. This web based application database is a collaboration tool selected and provided by City, which will allow all project team members continuous access through the Internet to important contract/project data as well as up to the minute decision and approval status information.
2. Design Professional shall provide and shall require its sub-consultants to provide its management personnel assigned to this Contract with access to personal computers and the Internet on a daily basis.
3. Design Professional shall conduct Project controls, outlined by the City utilizing the web based application database selected and provided by City. **This designated web based application database will be provided by the** Design Professional to its sub-consultants. No additional software will be required. City will assist Design Professional in providing training of sub-Consultant’s personnel.

4. Design Professional shall have and shall require its sub-consultants the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully appraised of Contract/Project developments, for correspondence, assigned tasks and other matters that transpire on the site.
 - a. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like.
 - b. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and required documentation will be submitted in digital format via the web based application database selected and provided by City.

C. Electronic File Requirements – Closeout

1. All documents (including as-built drawings) shall be converted or scanned into the Adobe Acrobat (.PDF) file format and uploaded to the web based application database selected and provided by City.
2. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Prime Design Professional/Consultant and Sub-Consultants shall also submit all closeout documents including but not limited to all “As-Built Drawings”, catalog cuts and Owner’s Operation and Maintenance manuals in digital format.

D. Project Management Communications - Construction

1. The Contractor shall use the Internet web based contract information management system/project management communications tool selected and provided by City, and protocols included in that software during the term of this Contract. The use of project management communications as herein described does not replace or change any contractual responsibilities of the participants.
2. The project communications database is on-line and fully functional. User registration, electronic and computer equipment, and Internet connections are the responsibility of each project participant. The sharing of user accounts is prohibited.
3. Training: City’s software service provider will provide a group training sessions scheduled by City, the cost of which is included in the initial user’s fee. Users are required to attend the scheduled training sessions they are assigned. Requests for specific scheduled classes will be on a first come first served basis for available spaces. Companies may also obtain group training from City’s software service provider at their own expense.
4. Support: City’s software service provider will provide on-going support through on-line help files.
5. Project Archive: The archive shall be available to each team member at a nominal cost. The archive set will contain only documents that the firm has security access to during

construction. All legal rights in any discovery process are retained. Archive material shall be ordered from City's software service provider.

6. Copyrights and Ownership: Nothing in this specification or the subsequent communications supersedes the parties' obligations and rights for copyright or document ownership as established by the Contract Documents. The use of CAD files, processes or design information distributed in this system is intended only for the project specified herein.
7. Purpose: The intent of using a project management communication tool is to improve project work efforts by promoting timely initial communications and responses. Secondly, to reduce the number of paper documents while providing improved record keeping by creation of electronic document files.
8. Authorized Users: Access to the web site will be by individuals who are licensed users.
 - a. Individuals may use the User Application included in these specifications or may request the User Application.
 - b. Authorized users will be contacted directly by the web site provider, who will assign the temporary user password.
 - c. Individuals shall be responsible for the proper use of their passwords and access to data as agents of the company in which they are employed.
9. Administrative Users: Administrative users have access and control of user licenses and all posted items. **DO NOT POST PRIVATE OR YOUR COMPANY CONFIDENTIAL ITEMS IN THE DATABASE!** Improper or abusive language toward any party or repeated posting of items intended to deceive or disrupt the work of the project will not be tolerated and will result in deletion of the offensive items and revocation of user license at the sole discretion of the Administrative User(s).

E. KC Water Digital Data Submittal Standard

Purpose

In an effort to streamline the process of updating KC Water's Geographic Information System (GIS), KC Water is requiring digital copies of the "Approved for Construction" drawings and "Construction Record Drawings".

Information is to be provided in a format that adheres to the requirements outlined below.

1. Required Submittals Types

a. Approved for Construction Drawings

Prior to the release of the project for construction (Notice to Proceed), digital copies of the Approved for Construction Drawings must be provided to the KC Water project manager. CAD and PDF files shall be provided along with a hard copy of the record drawings.

If a change in the hard copy prints is requested then the digital files shall be revised and resubmitted to ensure that all changes are reflected in both the hard copy and digital versions of the files.

- (1) KC Water projects require a digital copy of the CAD file used to generate the Approved for Construction Drawings.
- (2) The delivered CAD files must follow the KC Water CAD file standards. A CAD template file will be provided by KC Water's project manager at the start of the

project along with a description of the CAD layers and object data elements that are required to be in the CAD file.

2. Submittal Specifications

- a. All submitted CAD files must be spatially referenced to the North American Datum (NAD) 1983 State Plane Missouri West FIPS 2403 US Feet coordinate system. All CAD files shall be submitted in AutoCAD .dwg format with information drawn on the approved CAD layers.
- b. All CAD files shall be submitted with the object data tables included in the CAD template populated.
- c. In the case of an incomplete submission the digital copies may be returned for correction with comments.

3. Questions/Technical Support

In the instance of a technical error, question, or discrepancy in the process please contact:

GIS Manager
Water.GIS@kcmo.org

4. CAD Layers and Object Data Tables:

The general layout CAD file must have the required object data elements populated. All object data elements per asset type shall be populated.

For a list of the required CAD layers, object data tables, and attribute codes, please reference the current version at the time of contract award of the Kansas City Water Services Department (KCWSD) CAD Design Standards and Specifications.

ATTACHMENT D

CITY – LICENSED GEOGRAPHICAL INFORMATION SYSTEM DATA

CITY will provide licensed materials for Geographical Information Systems to be used for the project as follows:

Grant of License. CITY grants to DESIGN PROFESSIONAL and DESIGN PROFESSIONAL hereby accepts, upon the express terms and conditions contained in this Agreement, a non-exclusive License to use the information described herein in the form produced and maintained by the Geographical Information System produced and maintained by City.

License Materials. The materials licensed for use by DESIGN PROFESSIONAL under this Agreement are the forms which can be read or manipulated by computer of the geographical and physical characteristic information collected and assimilated in the records of City (“Licensed Materials”).

Use of Licensed Materials. Subject to the terms, conditions and prohibitions of this Agreement, DESIGN PROFESSIONAL shall be entitled to use the information contained in the Licensed Materials to accomplish the scope of services provided by DESIGN PROFESSIONAL. At the completion of the Agreement, DESIGN PROFESSIONAL shall return all materials to the CITY, and shall permanently remove the Licensed Materials from any media used by DESIGN PROFESSIONAL. At the end of the Agreement, DESIGN PROFESSIONAL shall provide a written certification that all materials are returned and that all Licensed Materials, including copies, have been removed from the equipment or media of DESIGN PROFESSIONAL.

Transfer of Licensed Materials. This license is expressly nontransferable and DESIGN PROFESSIONAL shall not transfer any interest, entitlement or obligation under this Agreement to any other person or entity.

Data. The data and information contained in the Licensed Materials shall be those files and systems as recorded and existing as of the time DESIGN PROFESSIONAL requests the information.

Title. The custody and title and all other rights and interests in the Licensed Materials are and shall at all times remain with the CITY and with the Offices or officials of the CITY having official custody of the Licensed Materials.

Not Public Records. The database in the form of the Licensed Materials is proprietary, intellectual property of the CITY and shall not be considered or deemed as open, public records, except as provided in §256.670, RSMo. DESIGN PROFESSIONAL shall and hereby expressly agrees that it will, recognize the property interests of CITY and CITY agrees that it is not,

pursuant to this License, a custodian of any open, public records, except as may exist pursuant to §256.670 RSMo.

Access to Materials. Pursuant to the terms and conditions of this agreement, DESIGN PROFESSIONAL shall be provided access to obtain the Licensed Materials in a periodic basis for the term of this Agreement. As provided in this Agreement, DESIGN PROFESSIONAL, shall be entitled to any Modifications, updates, renewals or additional data or information under the License granted by this Agreement.

Updated Material and Modifications. CITY shall in accordance with this Agreement and upon request of the DESIGN PROFESSIONAL provide to DESIGN PROFESSIONAL updates to or modifications of all or any specific parts of the data or information in the Licensed Materials. Any such updates or modifications provided by CITY shall be covered by and subject to each and all of the terms and conditions of this Agreement. Furthermore, upon completion or termination of this Agreement, DESIGN PROFESSIONAL, will provide to CITY in a compatible form, updated information developed during the execution of the Scope of Services provided by DESIGN PROFESSIONAL.

Data Contents. The data contained in the materials licensed by CITY to DESIGN PROFESSIONAL under this Agreement shall include that information necessary to allow DESIGN PROFESSIONAL to perform scope of services outlined in the Agreement.

Waiver. The waiver of any breach of any provision of this license shall not constitute a waiver of any subsequent breach of the same or other provisions of the Agreement.

Modifications. Any modification to the rights provided herein for licensed materials shall be in writing executed by each party.

ATTACHMENT E

CREO and other DOCUMENTS

- * CREO approval
- * 00410.01- Experience Reference Form
- * 00485.06 Affirmative Action Program Affidavit
- * 00515.01- Employee Eligibility Verification Affidavit +Verify
- * 00610- Performance and Maintenance Bond
- * 00615- Payment Bond
- * 00620 Insurance Certificate
- * 00630.01 Tax Clearance Certificate
- * 01290.09- Subcontractor & Major Material Suppliers List
- * 01290.14 Contractor Affidavit for Final Payment
- * 01290.15 Subcontractor Affidavit for
- * Non-Construction Subcontractor listing
- * Missouri Good Standing

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

Date: Feb. 18, 2026
Form Prepared By: Jing Tao

Contract/Project Number: 516/60820071	Project Name: SW 2026 Flood Warning System Maintenance
Owning Department: Water - Smart Sewer	Project Manager: Jing Tao

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

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

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

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

Estimated Number of Project Days: 365	Anticipated Solicitation Date: Feb. 17, 2026
---------------------------------------	--

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

This contract provides for complete maintenance of the City's ALERT flood-warning system (FWS) currently consisting of 74 stations located in Jackson, Platte and Clay counties, Missouri and Wyandotte and Johnson Counties, Kansas. It shall also include future additions of sites over time per Section 14.3 which will then move into ongoing operations and maintenance requirements and inventory supply needs post construction. The operations and maintenance of these stations includes: 1) scheduled (i.e. preventive) maintenance, 2) reliability centered (i.e. data driven) maintenance and 3) unscheduled maintenance (including emergency repairs). Contractor shall furnish all labor, equipment (except as stated in Section 9 of Attachment 1 for the contract), materials, transportation, and supervision required to perform the work specified in this contract. Previous contract has no goals due to being highly specialized.

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

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

FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type: _____

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

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

Electronic Record? Yes No

GSD Signature: _____ Date: _____


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

Reviewed CREO Annual Goal Manual? Yes No N/A

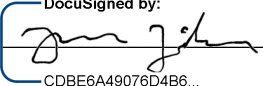
The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
-------------	-------------	-------------

No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: highly specialized scope of work and high-level of public visibility. 

Electronic Record? Yes No

CREO Signature:  Date: 2/20/2026

DocuSigned by: CDBE6A49076D4B6...





EXPERIENCE AND REFERENCE SUMMARY

Project/Contract Numbers: 60820071/516

Project Title: SW 2026 Flood Warning System Maintenance System Repair

Firm's Legal Name	McClure Engineering Company dba McClure
Mailing Address	1700 Swift Street, Suite 100, North Kansas City, MO 64116
Contact – Name & Email	Coby Crowl, PE / ccrowl@mcclurevision.com
Contact – Phone & Fax	Phone: 816.863.3930 / Fax: 816.756.1763

NO.	PROJECT & LOCATION	OWNER NAME & ADDRESS CONTACT & PHONE NUMBER	PROJECT DURATION & DATE COMPLETED	\$ VALUE
1.	SW Flood Warning System Maintenance Contract 2024; Kansas City, MO	City of Kansas City, MO Jing Tao: (816) 513-0371	Started 04/01/2025 Ongoing	\$364,199.00
2.	Flood Warning ARPA Expansion Kansas City, MO	City of Kansas City, MO Bon Marie Gardner: (816) 513-0354	Started 01/10/2025 Completed 02/2026	\$104,125.00 (Subcontract to MegaKC)
3.	Maintenance and Support of ALERT Flood Warning System; Wyandotte County, KS	Unified Government of Wyandotte County/ KCK - Apollo Hernandez: (913) 573-2940	Started 04/25/2025 Ongoing	\$54,727.00
4.	Flood Warning System Maintenance Contract #7; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 05/30/2016 Completed 11/2024	\$1,977,464.83
5.	Flood Warning System Maintenance Contract #6; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 04/12/2012 Completed 05/2016	\$540,000.00
6.	Flood Warning System Maintenance Contract #5; Kansas City, MO	City of Kansas City, MO Shawn Cross: (816) 513-0442	Started 03/12/2009 Completed 04/2012	\$499,700.00
7.	City-Wide Engineering & Architectural On-Call, Kansas City, MO	KCMO General Services Department 414 E. 12th Street, Kansas City, MO Angela Forté, P 816.513.0831	Annual with up to four renewals. Complete 2029	\$300,000 Annual
8.	City of North Kansas City On-Call North Kansas City, MO	City of North Kansas City 2010 Howell Street, North Kansas City, MO Anthony Sands, PE, P 816.274.6004	Duration: Up to 4 Years Completed: 2029	\$154,556
9.	City of Riverside On-Call Riverside, MO	City of Riverside 2950 NW Vivion Road, Riverside, MO Noel Bennion, P 816.741.3993	Duration: Ongoing Completed: Ongoing	\$249,677

AFFIRMATIVE ACTION PROGRAM AFFIDAVIT
(required for any contractor with 50 or more employees and
a contract with the City of Kansas City, Missouri, in excess of \$300,000.00)

STATE OF Missouri)
COUNTY OF JACKSON)^{ss}

On this 6th day of April, 2020 before me appeared
ERICA TIETZ, personally known by me or otherwise
proven to be the person whose name is subscribed on this affidavit and who, being duly sworn,
stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that
the statements made herein are truthful to the best of my knowledge. I am the
CHIEF PEOPLE OFFICER (title) of McCLURE
(business entity) and I am duly authorized, directed or empowered to act with full authority on
behalf of the business entity in making this affidavit.

I hereby swear or affirm that **McClure** has an affirmative action
program (the "Program") in place and will maintain the Program for the duration of its contract
with the City of Kansas City, Missouri ("City") as required by Chapter 3 of the City's Code of
Ordinances.

I hereby additionally swear or affirm that attached hereto is a true copy of the Program.

I hereby additionally swear or affirm that the business entity 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 the City's Code of Ordinances.

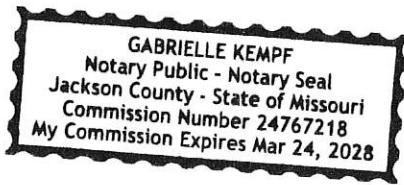
I acknowledge that I am signing this affidavit as the free act and deed of the business
entity and that I am not doing so under duress.

Erica Fiory
Affiant's signature

Subscribed and sworn to before me this 6th day of April, 20 20

[Signature]
Notary Public

My Commission expires:



EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Clay)

On this 17th day of March, 2026, before me appeared Erica Tietz, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Chief People Officer (title) of McClure (business entity) and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

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

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity’s enrollment and participation in the required electronic verification of work program.

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

Erica Tietz
Affiant’s signature

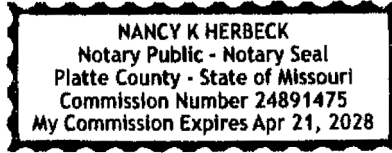
I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.

Subscribed and sworn to before me this 17th day of March, 2026.



Notary Public

My Commission expires:





Company ID Number: 281479

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McClure Engineering Company (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 281479

- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

Company ID Number: 281479

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 281479

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 281479

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 281479

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 281479

Approved by:

Employer McClure Engineering Company	
Name (Please Type or Print) Amie E Stewart	Title
Signature Electronically Signed	Date 11/20/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/20/2009



Company ID Number: 281479

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	McClure Engineering Company
Company Facility Address	1360 NW 121st Clive, IA 50325
Company Alternate Address	
County or Parish	POLK
Employer Identification Number	420982931
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	15 site(s)



Company ID Number: 281479

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

IA	9
KS	1
MA	1
MO	3
NH	1



Company ID Number: 281479

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jessica Callahan
Phone Number	5153109059
Fax	
Email	icallahan@mcclurevision.com



Company ID Number: 281479



This list represents the first 20 Program Administrators listed for this company.



PAYMENT BOND

Bond Number: 101810764

Project/Contract Numbers: 60820071/516

Project Title: 2026 Flood Warning System Maintenance Contract

KNOW ALL MEN BY THESE PRESENTS: That McClure Engineering Co., as PRINCIPAL (CONTRACTOR), and Merchants Bonding Company (Mutual), (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of Three Hundred Thirty-nine Thousand Eight Hundred Ninety-three & 00/100 Dollars (\$ 339,893.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a contract with OWNER for **Project No. 60820071 Contract no. 516 – 2026 Flood Warning system Maintenance Contract** which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

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

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

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

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time,

alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the 7th day of April, 2026.

CONTRACTOR

Name, address and facsimile number of Contractor

McClure Engineering Co.

1360 NW 121st Street, Suite A

Clive, IA 50325

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

By: [Signature]
Title: TEAM LEADER

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306



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

By: [Signature]
Title: Jamie Gifford, Attorney-in-Fact & MO Licensed Agent
Date: April 7, 2026

(Attach seal and Power of Attorney)

MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026.

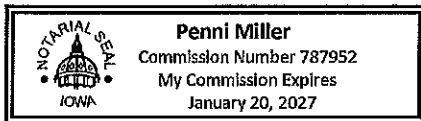


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of April, 2026.



Elisabeth Sandersfeld
Secretary



PERFORMANCE AND MAINTENANCE BOND

Project/Contract Numbers: 60820071/516

Project Title: 2026 Flood Warning system Maintenance Contract.

KANSAS CITY
MISSOURI

KNOW ALL MEN BY THESE PRESENTS: That McClure Engineering Co., as PRINCIPAL (CONTRACTOR), and Merchants Bonding Company (Mutual), (SURETY), licensed to do business as such in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Kansas City, Missouri, a constitutionally chartered municipal corporation, (OWNER), as obligee, in the penal sum of Three Hundred Thirty-nine Thousand Eight Hundred Ninety-three & 00/100 Dollars (\$ 339,893.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into a Contract with OWNER for Project No. 60820071 Contract no. 516-2026 Flood Warning System Maintenance Contract, which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the 7th day of April, 2026.

CONTRACTOR

Name, address and facsimile number of Contractor

McClure Engineering Co.

1360 NW 121st Street, Suite A

Clive, IA 50325

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

By: _____

Title: _____

[Handwritten Signature]
TEAM LEADER

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306

(515) 243-8171



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

By:

A handwritten signature in blue ink that reads "Jamie Gifford".

Title: **Jamie Gifford, Attorney-in-Fact & MO Licensed Agent**

Date: **April 7, 2026**

(Attach seal and Power of Attorney)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minuttillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloch; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March, 2026.

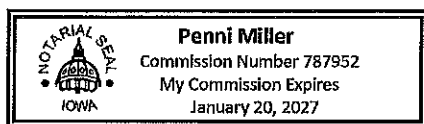


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March, 2026, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Penni Miller
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of April, 2026.



Elisabeth Sandersfeld
Secretary



KANSAS CITY
MISSOURI

Finance Department

Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
Website: kcmo.gov/tax

Letter Id: L1897889536
Date: 06-Feb-2026
Taxpayer Id: **-*2931

MCCLURE ENGINEERING CO
1360 NW 121ST ST STE A
CLIVE IA 50325-8165



TAX CLEARANCE STATUS: APPROVED

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

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

Eric Davison
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.





SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project/Contract No. 516/60820071 Project Title: 2026 Flood Warning System Maintenance Contract

From Contractor: McClure Engineering To _____ Date: 04/07/2026

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
NA	NA		Reyes Technical Servies, LLC 5812 Park Circle Shawnee, KS 66216	913-406-9949 Reyestechnicalsvcs@gmail.com	Ed Reyes
NA	NA		Commenco 4901 Bristol Ave KCMO 64129	816-753-2166	Any
NA	NA		U.S. Geological Survey 401 NW Capital Drive Lee's Summit, MO 64086	816-554-3589 ext. 204 armstrong@usgs.gov	Daniel Armstrong
NA	NA		City of Overland Park, Kansas 8500 Santa Fe Drive Overland Park, KS 66212	913-895-6047 913-233-9282	Tim Eberhart
NA	NA		Mid American Regional Council 600 Broadway, Suite 200 Kansas City, MO 64105	816-474-4240 816-421-7758 tjacobs@marc.org	Tom Jacobs
NA	NA		Advanced Environmental Monitoring, Inc. (AEM) 12410 Milestone Center Drive, Suite 300 Germantown, MD 20876	1-303-774-2033 info@aem.eco	TJ Priddel

Attachments:

Signed by: *gccc* Date 04.03.2026

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project/Contract No. 516/60820071 Project Title: 2026 Flood Warning System Maintenance Contract

From Contractor: McClure Engineering To _____ Date: 04/07/2026

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
NA	NA		Weather or Not, Inc. 6100 Nieman Road, Suite 200 Shawnee, KS 66203	913-722-3955 sara@weatherornot.com	Sara Croke
NA	NA		Home Depot – Gladstone 4949 West Old Pike Rd Gladstone, MO 64118	816-459-9950	Any
NA	NA		Pro Circuit, Inc. 4925 Deramus Ave Kansas City, MO 64120	816-474-9292 vineplumb@procircuitinc.com	Vince Plumb
NA	NA		Talley Inc. P.O. Box 511390 Los Angeles, CA 90051-7945	1-800-530-8821 913-390-8484 sales@talleycom.com	Any
NA	NA		Electronic Supply 4100 Main Street Kansas City, MO 64111	816-931-0250 info@eskc.com	Any
NA	NA		Associated Radio 8012 Conser Street Overland Park, KS 66204	913-381-5900 sales@associatedradio.com	Dan

Attachments:

Signed by:  Date 04.03.2026

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



SUBCONTRACTORS AND MAJOR MATERIAL SUPPLIERS LIST

Project/Contract No. 516/60820071 Project Title: 2026 Flood Warning System Maintenance Contract

From Contractor: McClure Engineering To _____ Date: 04/07/2026

Spec. No.	Section Title	4	Firm, Address (Check box if Supplier)	Phone, FAX and e-mail	Contact
NA	NA		Lowes – Gladstone 8601 N. Broadway Gladstone, MO 64154	816-414-4220	Any, Parts Desk
NA	NA		Wholesale Battery 605 Kansas Ave KCKS 66105	913-342-0113	Any
NA	NA				
NA	NA				
NA	NA				
NA	NA				

Attachments:

Signed by: gccc Date 04.03.2026

Distribution: Owner Contractor Construction Manager Design Professional Consultant Other



CONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

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

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

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

3 (✓) ___ Prevailing wage does not apply; or

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

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

1. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

2. Name of MBE/WBE Firm _____
Address _____

Telephone Number (_____) _____
IRS Number _____
Area/Scope*of Work _____
Subcontract Final Amount _____

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

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

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

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

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

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

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

CONTRACTOR _____

By _____
(Authorized Signature)

Title _____

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

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

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

My commission expires:

Notary Public



SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

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
<input type="checkbox"/> Missouri Corporation	_____
<input type="checkbox"/> Foreign Corporation	_____
<input type="checkbox"/> Fictitious Name Corporation	_____
<input type="checkbox"/> Sole Proprietor	_____
<input type="checkbox"/> Limited Liability Company	Phone No. _____
<input type="checkbox"/> Partnership	Fax: _____
<input type="checkbox"/> Joint Venture	E:mail: _____
<input type="checkbox"/> Other (Specify)	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 _____

_____ Title

Non-Construction Subcontractors Listing

Contractor shall submit Subcontractor information on this form prior to Subcontractor beginning Work. Contractor shall update this listing and keep it current for the life of the Contract.

	Company Name Contact Name and Email	Address Phone No. and Fax No.
1.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
2.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
3.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
4.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
5.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
6.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
7.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
8.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
9.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____
10.	Name: _____ Email: _____	Address: _____ Phone: _____ Fax: _____

Contractor – Company Name: _____
 Submitted By: _____
 Title: _____
 Telephone No.: _____
 Fax No.: _____
 E-mail: _____
 Date: _____

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

McClure Engineering Co.

using in Missouri the name

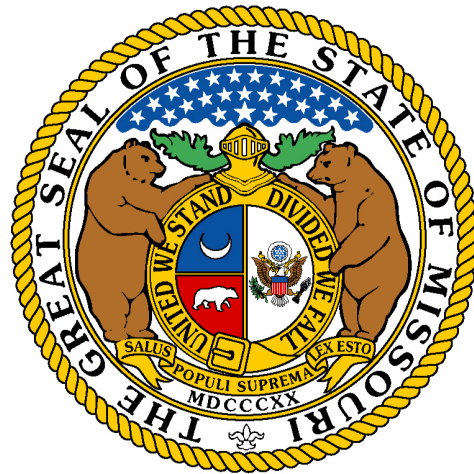
McClure Engineering Co.
F00750613

a IOWA entity was created under the laws of this State on the 11th day of July, 2006, and is Good Standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 8th day of August, 2024.


Secretary of State

Certification Number: CERT-08082024-0027



PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

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

a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

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

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

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

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

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's

rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Independent Contractor.

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

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City unless City approves in writing the Contractor's Self-Insured Retention.

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

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- c. No Contractual Liability Limitation Endorsement.
- d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Employers Liability	Statutory
--	-----------

\$1,000,000 accident with limits of:
 \$1,000,000 disease-policy limit
 \$1,000,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 written on an "occurrence" basis, covering owned, hired, and non-owned automobiles. If the Contractor owns vehicles, coverage shall be provided on an "any auto" basis. If the Contractor does not own any vehicles, coverage shall be provided on a "hired autos" and "nonowned autos" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic

information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. If applicable, Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Contractor. If not covered under the Contractor's liability policy, such "property" coverage of the Agency may be endorsed onto the Contractor's Cyber Liability Policy as covered property.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity

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

execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 5. Governing Law.

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

Sec. 6. 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..

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

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

Sec. 9. Waiver.

Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in

any regard whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of

Human Relations, the city Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. 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 38 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 38 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 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.

Sec. 15. Tax Compliance.

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs

work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and Subcontracting

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

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

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or

indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19. Professional Services – Conflict of Interest Certification.

If this Contract is for professional services other than for medical doctors or appraisers, Contractor certifies that Contractor is not an expert witness for any party in litigation against the City at the time of the issuance of this Contract.

Sec. 20. Attorney Services – Conflict of Interest Certification.

If this Contract is for professional attorney services, Contractor certifies that Contractor and any of its individual attorneys, do not represent any party in litigation against the City at the time of the issuance of this Contract. Contractor's certification shall not apply to: representation in municipal court; attorneys employed by a not-for-profit legal services corporation; litigation where the City is named as a nominal party; litigation that has been filed with the agreement of the City and the party represented by the attorney; or where the City Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

Sec. 21. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not

have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522_1678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 22 Quality 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, Section 3-66, Code of Ordinances or CITY has granted CONTRACTOR an exemption.

Sec. 23 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.

Sec. 24 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).