

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
MCCLURE ENGINEERING CO.

THIS AGREEMENT made by and between the City of Columbia, Missouri (hereinafter called "City"), and **McClure Engineering Co.** (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH, that whereas City intends to make improvements as described below, hereinafter called the Project, consisting of the following:

Design and Engineering work related to the replacement of bridge 9 on the MKT Trail and partial restoration and partial replacement of bridge 10 on the MKT Trail, as further described in Exhibit A.

(Description of Project)

NOW, THEREFORE, in consideration of the mutual covenants set out herein the parties agree as follows:

Engineer shall serve as City's professional engineering contractor in those assignments to which this Agreement applies, and shall give consultation and advice to City during the performance of the services. All services shall be performed under the direction of a professional engineer registered in the State of Missouri and qualified in the particular field.

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.

1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Work and Lump Sum Pricing," (hereinafter referred to as "Scope of Basic Services").

2.1.2 Engineer will designate the following listed individuals as its project team with responsibilities as assigned. Engineer shall dedicate whatever additional resources are necessary to accomplish the Project within the specified time frame but will not remove these individuals from the assigned tasks for any reason within the control of Engineer without the written approval of City.

<u>Name and Title</u>	<u>Assignment</u>
Aaron McVicker Project Manager	Project Manager, Hydraulics, and plan QA/QC
Patrick Earney Client Liaison	Coordination with Client
Chad Meyer Lead Bridge Engineer	Bridge design and Plan QA/QC
Tim Devaney Survey Team Leader	Surveyor of Record
Jeremy Basinger Engineering Tech.	Drafter, Construction Administration

All of the services required hereunder will be performed by Engineer or under its supervision and all personnel engaged in the work shall be fully qualified and authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City and any work or services so subcontracted shall be subject to the provisions of this Agreement.

2.2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.

2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

If authorized in writing by City, and agreed to in writing by Engineer, Engineer shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services. The scope of Additional Services may include:

- 3.1.1 Financial Consultation
Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.
- 3.1.2 Property Procurement Assistance
Provide consultation and assistance on property procurement as related to professional engineering services being performed.
- 3.1.3 Obtaining Services of Others
Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.
- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services
Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF CITY

- 4.1 Provide full information as to City's requirements for the Project.
- 4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Engineer's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
- 4.6 Designate **Gabe Huffington** as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in

the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.

4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

4.9 Furnish Engineer data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Engineer may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.

5.2 This Agreement shall be applicable to all work assignments authorized by City subsequent to the date of its execution and shall be effective as to all assignments authorized.

5.3 Services shall be started within 10 calendar days of Notice to Proceed and completed within **one hundred and twenty (120)** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

6.1 Amount of Payment

6.1.1 Lump Sum Pricing. For services performed as described in Exhibit A with lump sum pricing, City agrees to pay Engineer the sum set forth in Exhibit A.

6.1.2 Hourly Pricing. For additional services authorized by the City in writing subject to hourly pricing, City agrees to pay Engineer the sum of amounts determined as follows:

6.1.2.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached as Exhibit B. Such rates include overhead and profit. The schedule may be revised annually if the

term of this Agreement exceeds one (1) year. To be effective, any revision in the Schedule of Hourly Labor Billing Rates shall be provided by Engineer to City as least thirty (30) days prior to work performed under this Agreement to which such rates apply.

6.1.2.2 For outside expenses incurred by Engineer, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to Engineer.

6.1.2.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the Engineer's standard rates in effect at the time service is provided.

6.1.2.4 For professional services rendered by others as subcontractor(s) to Engineer such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by City, will be billed at the cost to Engineer.

6.1.2.5 For time spent by outside individual professional consultants employed by Engineer in providing services to City, the cost to Engineer. Expenses incurred by such outside consultants in service to City shall be reimbursable in accordance with 6.1.2.2 above.

6.2 Payments. Engineer shall submit an invoice to City not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Engineer for the services rendered, provided City does not contest the invoice.

6.3 Total Payment. Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed one hundred and six thousand, seven hundred dollars (\$106,700.00), unless otherwise agreed to in writing between the parties in advance of the provision of such services.**

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ENGINEER'S INSURANCE: Engineer agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Engineer under this contract.

Commercial General Liability Engineer agrees to maintain Commercial General Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate covering both bodily injury and property damage, including accidental death. Coverage shall not contain any endorsement(s) excluding nor limiting Contractual Liability or Cross Liability. If the contract involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate. For policies written on a "Claims-Made" basis, Engineer agrees to maintain a Retroactive Date prior to or equal to the Effective Date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Engineer agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Engineer of the obligation to provide replacement coverage.

Business Automobile Liability Engineer agrees to maintain Business Automobile Liability at a limit of liability not less than **\$2,000,000** per occurrence and **\$3,000,000** aggregate, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Engineer's own automobiles, and trucks; hired automobiles, and trucks; and automobiles both on and off the site of work. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Engineer does not own automobiles, Engineer agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation Insurance & Employers' Liability Engineer agrees to take out and maintain during the life of this contract, Employers' Liability and Workers' Compensation Insurance for all of their employees employed at the site of the work, and in case any work is sublet, the Engineer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Engineer. Workers' Compensation coverages shall meet Missouri statutory limits. Employers' Liability minimum limits shall be \$500,000 each employee, \$500,000 each accident and \$500,000 policy limit. In case any class of employees engaged in hazardous work under this contract is not protected under the Workers' Compensation Statute, the Engineer shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Excess/Umbrella Liability The above liability limits may be satisfied by any combination of primary and excess/umbrella liability policies.

Additional Insured Engineer agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or

similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

Waiver of Subrogation Engineer agrees by entering into this contract to a Waiver of Subrogation for each required policy herein except professional liability. When required by the insurer, or should a policy condition not permit Engineer to enter into an pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance shall name the City as additional insured in an amount as required in this contract and contain a description of the project or work to be performed.

Right to Revise or Reject City reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, City reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due of its poor financial condition or failure to operating legally.

7.1.2 **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Engineer shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Engineer, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Engineer or a subcontractor for part of the services), of anyone directly or indirectly employed by Engineer or by any subcontractor, or of anyone for whose acts Engineer or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Engineer to indemnify, hold harmless or defend the City of Columbia from its own negligence, except as set out herein.

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and

Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 Engineer will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted good professional engineering practices. If Engineer fails to meet the foregoing standard, Engineer will perform at its own cost, and without reimbursement from City, the professional engineering services necessary to correct errors and omissions which are caused by Engineer's failure to comply with above standard, and which are reported to Engineer within one year from the completion of Engineer's services for the Project.

7.2.3 In addition, Engineer will be responsible to City for damages caused by its negligent conduct during its activities at the Project site or in the field.

7.2.4 Professional Oversight Indemnification

Engineer understands and agrees that City has contracted with Engineer based upon Engineer's representations that Engineer is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Engineer agrees to defend, indemnify and hold and save harmless City from any and all claims, settlements and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Engineer. Engineer agrees to provide City with Certificate(s) of Insurance evidencing that all coverages, limits and endorsements are maintained and in full force and effect.

7.3 Estimates and Projections

Estimates and projections prepared by Engineer relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on Engineer's experience, qualifications and judgment as a design professional. Since Engineer has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, Engineer does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by Engineer.

7.4 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for

construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the plans and specifications.

7.5 Changes

City shall have the right to make changes within the general scope of Engineer's services, with an appropriate change in compensation and/or schedule, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or any Vice President of Engineer.

7.6 Suspension of Services

Should City fail to fulfill its responsibilities as provided under Section 4 to the extent that Engineer is unduly hindered in Engineer's services or if City fails to make any payment to Engineer on account of its services and expenses within ninety (90) days after receipt of Engineer's bill therefor, Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until City has satisfied his obligations under this Agreement.

7.7 Termination

Services may be terminated by the City at any time and for any reason, and by Engineer in the event of substantial failure to perform in accordance with the terms hereof by City through no fault of Engineer, by ten (10) days' notice. If so terminated, City shall pay Engineer all uncontested amounts due Engineer for all services properly rendered and expenses incurred to the date of receipt of notice of termination.

7.7.1 In the event of City's termination of this Agreement pursuant to the above section, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared under this Agreement, shall at the option of City become its property.

Further, Engineer shall not be relieved of any liability to City for any damages sustained by City by virtue of any breach of this Agreement by Engineer and City may withhold any payments due Engineer for the purpose of set-off until such time as the exact amount of damages to City, if any, is determined.

7.8 Publications

Recognizing the importance of professional development on the part of Engineer's employees and the importance of Engineer's public relations, Engineer may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to Engineer's services for the Project. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Engineer. City may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of Engineer's activities pertaining to any such publication shall be paid entirely by Engineer.

7.9 Nondiscrimination

During the performance of this Agreement, Engineer agrees to the following:

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.

7.9.3 Engineer shall comply with all provisions of State and Federal Laws governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

City and Engineer each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither City nor Engineer shall assign, sublet or transfer his interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

Engineer's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

7.12 Compliance with Local Laws

Engineer shall comply with all applicable laws, ordinances and codes of the state and city.

7.13 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement,

shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

7.14 Employment of Unauthorized Aliens Prohibited

7.14.1 Engineer agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

7.14.2 As a condition for the award of this Agreement, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7.14.3 Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

7.15 Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, 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. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

7.16 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

7.17 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted

signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 Agreement Documents

This Agreement includes the following exhibits, which are incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Work and Lump Sum Pricing
B	Hourly Fee Schedule
C	Work Authorization Affidavit

In the event of a conflict between the terms and conditions of this Agreement and any exhibit hereto, the terms contained in this Agreement shall prevail and the terms contained in any exhibit shall subsequently prevail in the order attached hereto.

7.19 Entire Agreement

This Agreement represents the entire and integrated Agreement between Engineer and City relative to the Scope of Basic Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Engineer's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

By: _____
City Manager



Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **4400 8850 604990 00832**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

MCCLURE ENGINEERING CO.

By: _____


Date: 12-13-24

ATTEST:

By: Susan Copenhagen

Name: Susan Copenhagen

Exhibit A Scope of Work and Lump Sum Pricing

Exhibit A Detailed Scope of Work and Lump Sum Pricing MKT Trail Bridges 9 and 10

I) PROJECT DESCRIPTION

- A) The PROJECT includes the replacement and/or rehabilitation of Bridges 9 and 10 on the MKT Trail in Columbia, MO.
- B) It is assumed that the steel portion of Bridge 10 is being rehabilitated instead of replaced.
- C) The PROJECT will be let by means of a local letting, and the current edition of the Missouri Standard Specifications for Highway Construction with Supplemental Specifications will be referenced and applicable to the design.
- D) The PROJECT will be designed to AASHTO Specifications.
- E) The PROJECT is assumed to use single-span structures.
- F) The PROJECT is assumed to use Pre-Engineered steel truss pedestrian structures with concrete decks with concrete abutments and steel H-piles or spread footings keyed into rock.

II) BASIC SERVICES

- A) Phase 400 – Preliminary Design
 - 1) Task 401 – Preliminary Design and Plans
 - (a) The CONSULTANT will perform preliminary design services with the primary focus on geometric plans and profiles, existing and proposed utility locations, and determining the size of the opening via hydraulic study. Incorporate potential elements that may affect the corridor improvements, including property impacts, construction staging, and traffic control operations. This task includes the preparation of preliminary design plans depicting the proposed grading, drainage, paving, signing, and other features of the PROJECT.
 - (b) The CONSULTANT will conduct a project kickoff meeting with project manager, project coordinator, designers, technicians, survey, geotechnical engineers, and applicable sub-consultants.
 - (i) The meeting will be held virtually and the objectives will be to:
 - 1. Clearly identify scope and budget for assigned tasks
 - 2. Gather any feedback from the team on individually assigned tasks.
 - 3. Discuss the anticipated timeline for each task and overall project.
 - (c) Determine the limits of the project with the OWNER (virtual)
 - (i) The CONSULTANT will assist the Local Agency in determining the needs and limits of the project.
 - (d) The CONSULTANT will confirm with the OWNER the final design criteria of the PROJECT, review field surveys to determine existing conditions, develop a preliminary construction item list, review any project questions and issues, confirm operation and maintenance procedures, review any current site plans.
 - (e) Preliminary Trail Geometrics
 - (i) The CONSULTANT will refine trail geometrics for the PROJECT based on the concept design approved by the OWNER and approved design criteria.
 - (f) Preliminary Horizontal Alignment and Vertical Profiles
 - (i) Utilizing the preliminary geometric layout, the CONSULTANT will refine the horizontal alignment and develop vertical profiles for the MKT Trail.
 - (g) Trail Modeling and Cross Sections:

- (i) The CONSULTANT will integrate refined alignments and profiles, OWNER approved typical sections, and existing terrain to prepare a preliminary trail model and cross sections for inclusion in the preliminary plans.
- (ii) All cross sections will be at 50-foot intervals, bridge ends, and entrance centerlines.
- (h) Preliminary Construction Staging and Traffic Control
 - (i) The CONSULTANT will develop a preliminary construction staging plan and preliminary traffic control notes. The plan will include property access during construction for the residential and connecting trail properties along the corridor.
- (i) Preliminary Bridge Design and Hydraulic Design and Permitting
 - (i) One (1) site visit will be completed by the project team.
 - (ii) The CONSULTANT will prepare a Situation Plan for the bridge reconstruction.
 - (iii) The CONSULTANT will prepare a Situation Plan – Site (depicting site grading and revetment layout) for the bridge reconstruction.
 - (iv) Bridge and trail width to be in accordance with City Standards.
 - (v) Bridge trail width will include rub rails on the bridge and is planned to be approximately 11 ft. out-to-out and 10 ft. clear width inside the rub rails.
- (j) Hydraulic Design and Permitting
 - (i) This agreement assumes that a detailed hydraulic analysis is required only at the bridge 9 location and assumes that the CONSULTANT is required to develop existing conditions HEC-RAS model and a proposed conditions HEC-RAS model, with a maximum of three upstream and three downstream cross-sections and up to two alternative design recommendations for the OWNER to consider.
 - 1. The scope for this work is limited to two alternative opening designs. Additional design alternative requests are not included in the scope of this agreement and if requested will be included as a supplemental agreement.
 - (ii) It is expected that a Flood Plain Development permit will be required. The hydraulic design of the proposed bridge will be submitted to the Flood Plain Administrator by the CONSULTANT for approval. This submittal will include the preparation of the appropriate data, forms, and permit applications required by the MoDNR.
 - (iii) A “No-Rise” certificate is not anticipated for the project as the project is not located on a detailed FEMA Flood Insurance Study location. If the Flood Plain Administrator or MoDNR determines that a ‘No-Rise” certificate is required, the work will be completed via an Amendment or Separate Agreement.
 - (iv) The CONSULTANT will correspond with the MoDNR and/or Flood Plain Administrator through the design of the hydraulic model.
 - (v) If additional hydraulic analysis is required beyond the scope of this agreement as requested by the OWNER, MoDNR, or the Flood Plain Administrator , then this work will be included as an Amendment or as a Separate Agreement.
- (k) Preliminary Plans: Utilizing the recommended opening width determined in the hydraulic study, the CONSULTANT will develop preliminary plans to include a title sheet, typical sections, plan view layout, grading plan, and trail cross sections.
- (l) Order of Magnitude Opinion of Probable Construction Costs
 - (i) The CONSULTANT will prepare one (1) Preliminary Plan Opinion of Probable Construction Cost with a 15% construction contingency for the project.
- (m) Furnish 60% Documents
 - (i) The CONSULTANT will submit and distribute a preliminary plan set to the OWNER for review and comment and conduct a virtual meeting and/or phone call to discuss.
 - (ii) The CONSULTANT will submit the Preliminary Opinion of Probable Construction Costs to include 15% contingency.

- (n) Quality Control
 - (i) The CONSULTANT will provide quality control for technical accuracy and general constructability for the preliminary PROJECT submittal.
 - (ii) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Preliminary Plans.
 - (o) Coordinate with utility companies to determine relocation needs
 - (i) The CONSULTANT will send a pdf copy of the preliminary plans to each utility company with facilities within the project limits as determined by the one-call and utility survey.
 - (ii) The CONSULTANT will coordinate with the utility companies to determine relocation needs as applicable and request a relocation plan as needed as well as a utility agreement letter stating no cost to the County for relocation, if applicable.
 - 1. If a relocation plan or utility agreement letter is required, we will review the utility companies submitted relocation plan and/or letter but will not create or provide a relocation plan or utility agreement letter for the utility company without a supplemental agreement for these services.
- 2) Task 413 – Geotechnical Design
- (a) The CONSULTANT will prepare soil boring layout and coordinate with the geotechnical drilling and testing subconsultant to perform soil borings and laboratory testing. The CONSULTANT will mark soil boring locations in the field for the subconsultant.
 - (b) The CONSULTANT will review field data and laboratory test results provided by the geotechnical drilling and testing subconsultant.
 - (c) Scope of services does not include recommendations of corrosivity potential for soils with concrete or steel elements and does not include borrow design.
 - (d) The CONSULTANT will review as-built plans, geologic background at the project locations, the soil boring logs, laboratory testing results, geotechnical analyses and recommendations provided by the geotechnical drilling and testing subconsultant.
 - (e) Development of subsurface design profiles and the engineering properties for the foundation soils present at bridge and retaining wall locations, if applicable.
- B) Phase 500 – Final Design
- 1) Task 501 – Final Design and Plans
- Pre-Final (Check) Design and Plan Preparation
- (a) Based upon approved preliminary design, field review, and project information meeting, the CONSULTANT shall proceed to final design, contract drawings, specifications, and opinion of probable construction cost for the award of a single Contract for the construction of the proposed improvements.
 - (b) The CONSULTANT will prepare detailed construction plans in accordance with MoDOT current standards for the purpose of soliciting bids for constructing the project.
 - (c) The CONSULTANT will prepare project specifications for the purpose of soliciting bids for construction.
 - (i) CONSULTANT shall prepare special provisions, as necessary, to provide new or modified specifications for project specific products or procedures to describe their construction and payment. To the greatest extent possible, existing special provisions developed for previous let MoDOT projects will be utilized.
 - (ii) Included within the specifications will be all known and approved permits needed to complete the project.
 - (d) The CONSULTANT will conduct a meeting with the OWNER to review the final design and plans.

- (e) The CONSULTANT will send a pdf copy of the final plans to the OWNER for review and conduct a virtual meeting and/or phone call to discuss.
- (f) The CONSULTANT will provide quality control for technical accuracy and general constructability for the check PROJECT submittal.
 - (i) This task includes time for the CONSULTANT to coordinate comment resolution with OWNER based on one (1) round of OWNER review comments received following submittal of the Check Plans.
- (g) Bridge Design
 - (i) The bridge design will be in accordance with current AASHTO Specifications, and MoDOT design policies.
 - (ii) The Superstructures are planned to be prefabricated steel truss structures, designed for HS-20 loading. The CONSULTANT will provide design criteria and the final design and detailing will be completed by the contractor. The concrete deck will be included in the contractor's design.
 - (iii) The CONSULTANT will design the substructure including any additions such as wingwalls. Foundations will be designed to meet structural loading and scour conditions. It is assumed the final design will include a concrete beam on steel H-Piles or spread footing keyed into rock with straight or turnback wings.
- (h) Project Permitting
 - (i) 404/401 Permit
 - 1. The CONSULTANT will prepare documentation and apply for 404/401 permits and provide plans in compliance with water quality requirements by coordinating with the Missouri Department of Natural Resources (MDNR) and the U.S. Army Corps of Engineers (USACE) and also in compliance with the requirements of the Federal Emergency Management Agency (FEMA).
 - 1. If a wetland delineation, wetland mitigation or individual 404 permit is required, fees for these services are not included and additional compensation will be provided in a supplemental agreement. If more than 1 acre is disturbed requiring a SWPPP, fees for these services are not included and additional compensation will be provided in a supplemental agreement
 - (ii) 106 Permit
 - 1. The CONSULTANT will prepare documentation and apply for section 106 permit and provide plans in compliance with historic preservation requirements through coordination with the Missouri Department of Natural Resources (MDNR),
 - 1. If required by MDNR, arrange to have the site examined by a qualified archaeologist on a subcontract basis and/or perform a Memorandum of Agreement (MOA) for State Historic Preservation Office (SHPO) for which fees are not included in this agreement and a supplemental agreement will be provided
 - (iii) Floodplain Development Permit
 - 1. The CONSULTANT will prepare documentation and apply for Floodplain Development permit in coordination with the County Floodplain Administrator (if applicable)
- (i) Final Plans:
 - (i) Furnish Final Plans and Project Manual
 - 1. The CONSULTANT shall assemble the documents for final submittal to the OWNER. Deliverables will be submitted electronically as well as hard copies as requested with a submittal letter.
 - 2. The CONSULTANT will prepare Contract Agreement Form, General Conditions, Supplementary Conditions, Bid Forms, Invitation to Bidders and Instructions to Bidders
 - 3. The CONSULTANT will prepare a final Construction Estimate for use in comparing bids.

1. This estimate will be based on final quantities with 0% construction contingency for the project. The estimate shall be based on engineering judgement and does not represent a guarantee of actual construction costs. The CONSULTANT has no control over the cost of labor, materials, equipment, market conditions, and the Contractor's method of determining prices.
 4. The final submittal to the OWNER will include a pdf copy of the final plans, specifications, estimate, and supporting documentation as well as hard copies as requested.
- 2) Task 513 – Final Geotechnical Design
- (a) Foundation design
 - (i) Drilling and testing subconsultant will perform Bridge engineering analyses for the following tasks:
 1. Development of subsurface design profiles and the engineering properties for the foundation soils present at bridge location.
 2. Slope stability analyses at bridge abutments, assume 2 sections along the foreslopes.
 3. Settlement analyses under bridge approach embankment fills.
 4. Selection of appropriate foundation types for the support of the bridge. At this time, it is anticipated that driven steel H-piles will be used for the support of these structures. Prepare H-pile foundation spreadsheets.
 5. Develop design profiles for LPILE lateral analyses.
 6. Provide construction-related recommendations.
 - (ii) CONSULTANT will review Bridge foundation design and recommendations provided by the drilling and testing subconsultant.
 - (b) Pavement support and embankment recommendations
 - (i) CONSULTANT will perform final engineering analyses and provide recommendations for embankment construction based on settlement and stability analysis.
- C) Phase 600 – Construction Administration
- 1) Task 601 – Construction Administration (General)
 - (a) Pre-construction Meeting - The CONSULTANT shall conduct one (1) pre-construction meeting after award of construction contract for the OWNER's contractor, subcontractors, and other interested parties. This item includes developing the agenda and distributing meeting minutes.
 - (b) Shop Drawing Submittal Reviews - The CONSULTANT shall review shop drawings, samples, and other data the Contractor is required to submit, but only for conformance with design concept of the PROJECT and conformance with information given in the contract documents. The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The CONSULTANT shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.
 - 2) Task 602 – Advertising, Bidding, Contract Award
 - (a) The CONSULTANT shall assist OWNER in one (1) round of advertising for and obtaining bids from prospective Contractors. The CONSULTANT will prepare the advertisement.
 - (i) The CONSULTANT will provide final documents to be used for purposes of bidding the project to MoDOT for listing on their website as well as a virtual plan room and the newspaper of the OWNER'S choice as required. Current requirements are such that the advertisement is to run once in a circulated publication at least 21 days prior to the bid opening date and time.
 - (b) The CONSULTANT will maintain the plan holder's List.
 - (c) The CONSULTANT shall prepare and issue addenda as needed.

- (i) The CONSULTANT shall prepare all required addenda to revise plans, specifications, and other contract documents to provide clarifications, correct discrepancies, and/or add necessary details or contract alterations up to 2 business days prior to the bidding date.
 - (d) Bidder Questions
 - (i) The CONSULTANT shall respond to bidder questions and publish written answers to all plan holders at the discretion of the OWNER.
 - (e) The CONSULTANT shall attend one (1) bid opening at OWNER's location.
 - (f) Prepare bid tabulation
 - (i) The CONSULTANT shall develop tabulation of all bids received.
 - (g) Review Bidders Qualifications
 - (i) The CONSULTANT shall check for correctness and qualifications of apparent low bidders.
 - (h) The CONSULTANT shall receive Contract and Performance, Payment, and Maintenance Bond from the contractor and distribute executed construction contracts and provide letter of recommendation to the OWNER in making award of contract.
 - (i) The CONSULTANT will review bid documents, scan in original bids for our records, and return original bid documents to the OWNER for their records.
 - (ii) The CONSULTANT will prepare request for bid concurrence documents for submittal to the OWNER.
 - (i) The CONSULTANT will be compensated for any re-bidding as requested by the OWNER based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
- D) Phase 700 – Survey Services
- 1) Task 735 – Preliminary Design Survey (Topographic ~~and Boundary~~ Survey)
 - (a) Project Control
 - (i) Horizontal Control – United States State Plane 1983 – Missouri Central 2402
 - (ii) Vertical Control – NAVD 88
 - (iii) U.S. Survey Feet
 - (iv) Establish benchmarks on-site with descriptions and elevations to the nearest 0.01 foot so horizontal and vertical control can be established throughout the design and construction of the proposed project.
 - (b) Topographic Survey
 - (i) The CONSULTANT will provide topographic survey required for developing the design and plans.
 - (ii) The CONSULTANT will determine the FEMA flood zone for the bridge location in order to guide the regulatory requirements of the project with regard to FEMA.
 - (iii) The CONSULTANT will complete a topographic survey to determine existing conditions around the bridge to include detailed survey up to 100' each direction along the roadway and up to 50' on either side of the trail or to the back slope of the roadway ditch, whichever is further. In addition, the survey will include channel characteristics up to 300' up and down stream of the bridge.
 - (iv) The CONSULTANT will utilize publicly available lidar survey outside the survey limits for obtaining hydraulic cross section data for use in the hydraulic study of the site.
 - (v) Topographic survey is defined as providing contours at 1-foot intervals and includes surveying edge of pavement, edge of building (and adjacent grade), ditches (top, toe, and flowline), fences, storm and sanitary sewer structures (rim elevation, flowlines, pipe sizes, and pipe types), embankments (top and toe), trees six (6) inches and greater caliper not lying within wooded area, drip line or perimeter outline of wooded/brush areas, signs, water valves, hydrants, etc., and other visible features the CONSULTANT determines to meeting

project objectives. Non-visible below grade structures will be shown from data provided by the OWNER and utility providers.

- (vi) Topographic survey for use in performing bridge hydraulic analysis as described in Section A (Phase 400 - Preliminary Design), l (Task 401 – Preliminary Design), k (Hydraulic Design and Permitting) of this agreement will be provided, including surveying of hydraulic cross-sections (ground shots, break lines, edge of water, etc.) at locations the CONSULTANT determines necessary. A bathymetric survey of the existing stream is not included.
- (vii) If additional survey requirements are necessary to perform a detailed hydraulic analysis per request, then the additional upstream and downstream creek topographic survey will be completed via Amendment or Separate Agreement.
- (c) Utility Survey
 - (i) The CONSULTANT will contact One Call and coordinate public and franchise utility locations with utility owners. Locates will be field survey. The CONSULTANT will inform the OWNER if any known utility is not being located. Any private utility locates that are not included in the One Call service will be shown as map location, if known.
- (d) Project Base Map
 - (i) The CONSULTANT will incorporate topographic survey, utility survey, right-of-way lines, into a base map that is to be used for the design of the project. Contours shall be shown at 1-foot intervals.
- E) Phase 800 – Project Closeout
 - 1) Task 801 - Final Inspections and Project Close-Out
 - (a) The CONSULTANT shall perform a site observation to determine if the project is substantially complete according to the plans and specifications, prepare a punch list and make recommendation on final payment upon completion of punch list items.
 - (b) If the Contractor exceeds the estimated working days in completing construction of the project, or if change orders or project additions require additional working days, the CONSULTANT will be compensated for administration, construction observation and staking services based on established hourly rates and fixed expenses outlined in the CONSULTANT's Standard Fee Schedule.
 - (c) It is understood that the OWNER will accept any portion of the project only after recommendation by the CONSULTANT. Final acceptance of the project by the OWNER shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the CONSULTANT for his liability of design.
- F) Phase 850 - Project Management and Coordination
 - 1) Task 851 – Project Management and Coordination.
 - (a) Project Management:
 - (i) The project manager of the CONSULTANT will be responsible for coordination with the OWNER.
 - (ii) The CONSULTANT will provide up to 6 monthly progress reporting and project invoices to the OWNER.
 - (iii) The CONSULTANT will conduct internal design review meetings.
 - (iv) The CONSULTANT will develop and maintain PROJECT schedule.
 - (v) The CONSULTANT will maintain documentation of pertinent correspondences made by email, memos, letters, telephone, etc.
 - (b) Design Development Meetings

- (i) The CONSULTANT will maintain communications with the OWNER to review progress and discuss specific elements of the PROJECT design and receive direction from the OWNER.
- (ii) The CONSULTANT will develop agenda, attend, and provide meeting minutes of one (1) preliminary design meeting to review preliminary plan design comments received by the OWNER, one (1) final design meeting to review check plan design comments received by the OWNER, and one (1) additional meeting included for miscellaneous purposes, and it is understood by the parties that the CONSULTANT will attend additional meetings as needed to complete the PROJECT. For budget purposes, this will include up-to two (2) staff members of the CONSULTANT.
- (c) Utility Coordination
 - (i) The CONSULTANT shall submit the Concept Drawings to each utility company at the beginning of preliminary design to inform the companies of the upcoming PROJECT.
 - (ii) The CONSULTANT shall perform a total of two (2) joint utility coordination meeting (virtual) with utility company representatives upon the conclusion of preliminary design. These meetings are to identify conflicts, review utility relocation plans prepared by utility companies, and help facilitate a schedule with the OWNER and utility companies to perform relocations.
 - (iii) The CONSULTANT will perform coordination efforts electronically with each utility company.
 - (iv) The CONSULTANT will review utility relocation plans and provided by the franchise utilities. For budget purposes, the CONSULTANT will review two(2) utility relocation plans.
- G) Phase 950 – Subconsultants
 - 1) Task 960 – Geotechnical Borings (Terracon)
 - (a) The CONSULTANT will retain services of a subconsultant to provide soil boring services for the PROJECT as a subconsultant.
 - (b) The subconsultant will perform two (2) soil borings at each bridge site – one at each end of the proposed bridge locations.
 - (c) The subconsultant will coordinate with the OWNER for any necessary permits and perform truck mobilization, drilling, Missouri One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration location of public underground utilities, and traffic control during drilling operations.
 - (d) The subconsultant will provide the CONSULTANT with boring logs, summary, and spreadsheet of laboratory results and soil classifications (USCS and AASHTO) as well as a geotechnical report including the following:
 - (i) Slope stability analyses at bridge abutments, assume 2 sections along the foreslopes;
 - (ii) Settlement analyses under bridge approach embankment fills;
 - (iii) Selection of appropriate foundation types for the support of the bridge. At this time, it is anticipated that driven steel H-piles will be used for the support of these structures. Prepare H-pile foundation spreadsheets.
 - (iv) Develop design profiles for LPILE lateral analyses;
 - (v) Provide construction-related recommendations.
 - (e) The subconsultant will backfill the boring location immediately after completing the drill and water level measurements with auger cuttings from the drilling process. Upon backfilling boring locations, the subconsultant will fill holes in the pavement with temporary patch. CONSULTANT nor subconsultant are responsible for re-leveling or re-patching after completion of fieldwork as subsidence of borehole backfill may occur.

III) FEES:

The fees for Engineering Services shall be described below:

A) Basic Services:

1) Phase 100 – Preliminary Planning and Reports		
(a) Task 101 – Preliminary Planning and Reports (General).....	\$	0.00
(b) Task 107 – Reports and Exhibits	\$	0.00
(c) Task 120 – Capital Improvement Plan.....	\$	0.00
(d) Task 160 – Annexation.....	\$	0.00
(e) Task 161 – Rezoning.....	\$	0.00
(f) Task 162 – Planned Development Zoning.....	\$	0.00
2) Phase 200 – Existing Conditions		
(a) Task 201 – Existing Conditions (General)	\$	0.00
(b) Task 202 – Data Gathering / Inventory	\$	0.00
(c) Task 204 – Sewer Televising	\$	0.00
(d) Task 205 – Geographic Information System (GIS).....	\$	0.00
(e) Task 210 – Environmental Assessment.....	\$	0.00
(f) Task 211 – Noise Analysis	\$	0.00
(g) Task 212 – Wetland Delineation.....	\$	0.00
(h) Task 213 – Biological Survey	\$	0.00
(i) Task 214 – Cultural Resource Evaluation (Archaeological Study)	\$	0.00
(j) Task 215 – Air Quality Analysis	\$	0.00
(k) Task 216 – Airspace Obstruction Survey.....	\$	0.00
3) Phase 300 – Funding		
(a) Task 301 – Funding (General).....	\$	0.00
(b) Task 302 – Policy Development.....	\$	0.00
(c) Task 303 – Funding Administration	\$	0.00
4) Phase 400 – Preliminary Design		
(a) Task 401 – Preliminary Design and Plans	\$	20,575.00
(b) Task 412 – Traffic Study	\$	0.00
(c) Task 413 – Preliminary Geotechnical Design	\$	0.00
(d) Task 414 – Preliminary Stormwater Management Study.....	\$	0.00
(e) Task 415 – Preliminary Sanitary Sewer Study.....	\$	0.00
(f) Task 417 – Preliminary Site Lighting & Photometric Plan	\$	0.00
5) Phase 500 – Final Design		
(a) Task 501 – Final Design and Plans	\$	48,485.00
(b) Task 504 – Application for Permits/Approvals	\$	0.00
(c) Task 511 – Final Landscape Plan.....	\$	0.00
(d) Task 512 – Traffic Signal Design	\$	0.00
(e) Task 513 – Final Geotechnical Design	\$	0.00
(f) Task 514 – Final Storm Study	\$	0.00
(g) Task 515 – Final Sanitary Sewer Study.....	\$	0.00
(h) Task 517 – Final Site Lighting Design	\$	0.00
6) Phase 590 – Land Acquisition		
(a) Task 591 – Land Acquisition (General).....	\$	0.00
(b) Task 592 – ROW Negotiations.....	\$	0.00
7) Phase 600 – Construction Administration		
(a) Task 601 – Construction Administration (General)	\$	5,020.00
(b) Task 602 – Advertising, Bidding, and Contract Award	\$	0.00
(c) Task 604 – Record Drawings.....	\$	0.00
8) Phase 650 – Onsite Project Representative		
(a) Task 651 – RPR (General).....	\$	0.00

(b) Task 654 – Project Audit.....	\$	0.00
9) Phase 700 – Survey Services		
(a) Task 701 – Survey Services (General).....	\$	0.00
(b) Task 710 – Boundary Survey	\$	0.00
(c) Task 720 – Acquisition Plats and Legal Descriptions.....	\$	0.00
(d) Task 730 – Topographic Survey	\$	14,770.00
(e) Task 735 – Preliminary Design Survey	\$	0.00
(f) Task 740 – Subsurface Utility Investigation.....	\$	0.00
(g) Task 760 – Construction Staking	\$	0.00
(h) Task 770 – Restaking	\$	0.00
(i) Task 780 – As-built Survey	\$	0.00
(j) Task 790 – UAV Survey	\$	0.00
10) Phase 800 – Project Closeout		
11) Phase 850 – Project Management and Coordination		
(a) Task 851 – Project Management (General).....	\$	5,825.00
(b) Task 860 – General Meetings/Correspondence	\$	0.00
(c) Task 861 – Public Information Meetings	\$	0.00
(d) Task 862 – Client Meetings.....	\$	0.00
12) Phase 900 – Additional Services.....	\$	0.00
13) Phase 950 – Subconsultant and Reimbursable Fees		
(a) Task 951 – Miscellaneous.....	\$	725.00
(b) Task 960 – Geotechnical Borings (Terracon).....	\$	11,300.00
(c) Task 961 – Subsurface Utility Exploration (Subconsultant’s Name)	\$	0.00
(d) Task 962 – Land Acquisition (Subconsultant’s Name).....	\$	0.00
(e) Task 963 – Environmental Review (Subconsultant’s Name)	\$	0.00
(f) Task 964 – Cultural Resources Review (Subconsultant’s Name)	\$	0.00
(g) Task 970 – Permit and Publication Fees	\$	0.00
Lump Sum (Design)/Hourly (Construction):.....		\$ 106,700.00

IV) ADDITIONAL SERVICES NOT INCLUDED IN THIS AGREEMENT

The following services are excluded from the basic services but may be performed by the CONSULTANT upon written amendment to this agreement.

- Boundary retracement of existing lots to set missing monuments
- Grant administration
- Joint utility trench design
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Appraisal fees and condemnation services
- Preparation of Acquisition Plats and Legal Descriptions not specifically mentioned herein.
- Land purchase costs, closing costs associated with land acquisition, and costs associated with condemnation process
- Boundary/Property Survey

- Right-of-Way Services not specifically mentioned herein, including Individual Parcel Exhibits, Preparation of Parcel Files, Appraisals and Compensation Estimates, Appraisal Review, Right-of-Way Negotiations/Acquisitions, Closing, Condemnation Services
- Testing of any suspect environmental material, including but not limited to asbestos, radon, lead based paint, air quality, or industrial waste
- Other permits not indicated within this scope
- Services beyond preparing and submitting the permit forms
- Any permit and publication fees associated with permit applications except as noted
- Preparation of bidding or contract documents for alternate bid prices
- Construction staking
- Construction Administration beyond pre-con meeting and shop drawing review
- Onsite Resident Project Representative during construction
- Site Visits during Construction
- Material testing coordination
- Project management and coordination tasks beyond that scheduled project completion period
- Subsurface Utility Investigation Test Holes
- Drainage Report or Drainage Memorandum
- Environmental and/or Cultural Review and Assessment
- Wetland mitigation bank costs and fees
- Special meetings and meetings not outlined in the Scope of Services
- Public Meetings
- Other services not specifically outlined in this Agreement

Exhibit B Hourly Fee Schedule

EXHIBIT B

McCLURE ENGINEERING COMPANY
HOURLY RATE SCHEDULE
(Effective 1/1/2024 through 12/31/2024)



PERSONNEL	HOURLY RATE
Principal	\$270 - \$295
Project Manager	\$185 - \$230
Senior Professional.....	\$185 - \$285
Professional.....	\$155 - \$185
Junior Professional.....	\$125 - \$155
Senior Technician	\$155 - \$175
Technician.....	\$115 - \$135
Landscape Architect	\$125 - \$160
On-Site Representative	\$115 - \$155
Client/Project Liaison	\$135 - \$185
Administrative.....	\$65 - \$85
Public Relations	\$115 - \$150
3 Member Survey Crew	\$280
2 Member Survey Crew	\$210
1 Member Survey Crew	\$135

EQUIPMENT	
3D Scanner per Scan	\$30.00
Sonar Boat.....	\$125.00

MISCELLANEOUS EXPENSES	
Survey Vehicle Mileage.....	\$0.75/Mile + \$0.15 fuel surcharge
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

*Rates are subject to change based on billing rates for future years

Exhibit C Work Authorization Affidavit

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL CONTRACTS IN EXCESS OF \$5,000.00)

County of _____)
State of _____) ss.

My name is ERICA TIETZ. I am an authorized agent of _____
McChere (Bidder). This business is enrolled and participates in a federal
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.

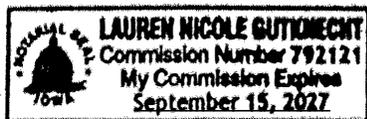
**Documentation of participation in a federal work authorization program is
attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States.

Erica Tietz
Affiant

Erica Tietz
Printed Name

Subscribed and sworn to before me this 13 day of December, 2024



Lauren Nicole Gutierrez
Notary Public



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.



Company ID Number: 281479

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



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- 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.

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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



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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.



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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.



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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.



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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



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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	14 site(s)



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

IA	8
KS	1
MA	1
MO	3
NH	1



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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



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