

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
KLINGNER & ASSOCIATES, P.C.

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **Klingner & Associates, P.C.** (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:

Services includes: survey, geotechnical investigation design development, construction documents, bidding assistance and limited construction administration services for phase 1 (as indicated on phase 1 concept plan dated February 2024). Phase 1 will include grading for the full site building, 80' x 100' pre-engineered metal building, aggregate pavement, concrete pavement, security fencing, utility services, and stormwater management.

(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, surveying or architecture 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, professional land surveyor or architect 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 Basic Services," dated **October 17, 2024** (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>
Matt Bridges, P.E.	Project Manager
Cullan Duke, P.L.A.	Lead Site Design
Lance Schuette, P.E.	Chief Operating Officer

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 **Kent Hayes, Building Facilities Manager**, 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 **730** 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 For services performed, City shall pay Engineer the sum of amounts determined as follows:

6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). 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.

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

6.1.1.3 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.

6.1.1.4 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.

6.1.1.5 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 6.1.1.2 above.

6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed \$548,550.00.**

6.2 Payments

6.2.1 Engineer shall submit an invoice for services rendered 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.

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, or gender identity. 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 local, 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 themselves and their 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
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]

11/14/2024
K

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

SSU

Date: _____

ATTESTED BY:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008810-604023-00632**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

KLINGNER & ASSOCIATES, P.C.

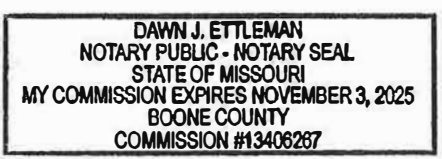
By: _____
[Signature]

Date: 11/15/2024

ATTEST:

By: *[Signature]*

Name: Dawn J Ettleman



PROPOSAL FOR: City of Columbia, 701 E. Broadway, Columbia, MO 65205
PROJECT: Municipal Service Center Phase 1 – RFQUAL 138/2024
DATE: October 17, 2024

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Columbia (Client) has requested that Klingner & Associates, P.C. (Klingner) provide a proposal for design services for Municipal Service Center Phase 1. Klingner previously completed conceptual design for the facility under a separate agreement. The below Scope of Services is to provide detailed design and construction documents including survey, geotechnical investigation, design development, construction documents, bidding assistance and limited construction administration services for phase 1 (as indicated on the phase 1 concept plan dated February 2024). Phase 1 will include grading for the full site buildout, retaining walls, a 6,000-ton (72'x260') salt storage building, 80' x 100' pre-engineered metal building, asphalt pavement, concrete pavement, security fencing, utility services, and stormwater management.

II. PROJECT TEAM

The project team will include Matt Bridges, Cullan Duke and other Klingner team members as assigned. SOA Architecture will serve as a subconsultant for the architectural design for the 80'x100' pre-engineered metal building.

III. SITE ZONING

The project site is zoned R-1 One-Family Dwelling with the FP-O (floodplain) zoning overlay. The site will need to be rezoned for the intended use. This proposal is based on the City of Columbia completing the rezoning. There are no rezoning services included in this Scope of Services.

IV. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below. The following meetings are included based on the meetings occurring at the City of Columbia offices at 701 E. Broadway.

1. MEETINGS:

Surveying and Geotechnical Engineering site visits required to complete the respective Scope of Services are included in the respective fees. The Klingner project manager and appropriate staff will attend six (6) project meetings, including: A schematic design kickoff/scoping meeting with City of Columbia Stakeholders (Meeting 1 Completed); Preliminary Design Review (Meeting 2) to review information gathered from Richard Stone's 10/22 site visit to Springfield; Schematic Design Review Meeting focused on Interior Layouts (Meeting 3); Design Development Review (Meeting 4) focused on MEP Systems; Final Design Development Review (Meeting 5) focused on City approval of design to proceed with construction documents (CD's); and 50% CD Review (Meeting 6). We also anticipate one (1) round of reasonable modifications after each Design Review, per Client comments. Client approval of design and revisions is required prior to commencing with subsequent work.

2. GEOTECHNICAL ENGINEERING:

The scope of the geotechnical investigation consulting services will include a subsurface exploration, with test borings and soil sampling; a laboratory testing program; engineering analyses of the soil-structure interactions at the site; and a geotechnical report containing

engineering recommendations for the design and construction of the foundation system, site earthwork, subgrade, and backfill. Boring logs will be provided that depict the subsurface stratification, field and laboratory test results and groundwater conditions. A boring location sketch will be included with boring locations tied to existing structures and/or GPS coordinates. Elevations and boring locations will utilize existing structures or landmarks as a reference unless benchmark or survey data are provided.

The recommended subsurface exploration program for the buildings consists of sixteen (16) borings within the new development area at the site, including ten (10) borings in the building area and six (6) borings in the site fill and cut areas. Based on the scope of the project and the anticipated geologic conditions, it is estimated that the site and building borings should be extended to depths varying from approximately 15 to 40 feet below the existing ground surface or to rig refusal, whichever is shallower. In the borings, standard penetration tests with split barrel samples and/or undisturbed Shelby tube samples will be obtained at vertical intervals of 2½ feet to a depth of 15 feet and then at 5-foot intervals thereafter. Groundwater observations will also be made during drilling and upon completion of the borings. The boreholes will be backfilled with auger cuttings and stemming plugs following completion of the drilling program and groundwater observations. Boring locations will be shown on a site-specific location sketch.

The laboratory testing program will consist of a series of tests for moisture content, index properties, atterberg limits, in-place density, unconfined compressive strength and shear strength. Moisture-density relationship testing in the cut areas will be conducted for the borrow soil at the site. Consolidation and/or swelling pressure tests will be conducted as dictated by the subsurface conditions. The field and laboratory testing will be conducted in accordance with current ASTM standards and under the supervision of a registered professional engineer licensed in the State of Missouri.

Geotechnical engineering analyses will be conducted to provide cost effective design criteria recommendations consistent with the subsurface conditions and the foundation report will cover such topics as allowable soil pressures for shallow footings; deep foundation recommendations (if necessary); recommended founding depths; recommendations relative to unusual subsurface conditions that would impact site work and/or foundation costs (e.g. recent fill, soft soils, expansive clay, etc.); earthwork/backfill recommendations; total and differential settlement estimates; building subgrade preparation recommendations; construction monitoring recommendations; site seismicity considerations in accordance with ASCE 7-16; frost depth effects; subsurface drainage recommendations (if necessary) and groundwater management recommendations. A portable document format (PDF) file of the geotechnical report will be included upon completion. Our investigation only pertains to the new proposed building and is not intended to serve as recommendations for future facilities on site.

The borings will be located in accessible areas of the site as dictated by site conditions. Access for the borings is to be provided by the Client coordinated with us through a provided contact. We have presumed that buried utilities can be located so they can be avoided, and that there is reasonable accessibility for ATV mounted drilling and support vehicles in the preparation of this proposal. Private utility identification and private utility locating (if required) is the responsibility of the Client but can be provided through us at an additional cost from a third-party firm. Our firm will arrange for the public utility locate prior to mobilization.

3. SURVEYING:

Prepare a topographical survey of the project site collecting elevation data sufficient to produce contours at 1-foot intervals. Existing site features will be horizontally located and indicated on the survey including pavements, curbs, sidewalks, visible utilities, structures, trees, fences, and other existing site features. A benchmark will be established adjacent to the site. A base map will be prepared for use in the design process.

A boundary survey has been previously completed by others for this site. Klingner will locate existing property corners (if marked in the field) and include them on the base plan. A boundary survey is not included.

4. ARCHITECTURAL DESIGN:

The specific Architectural Scope of Services is outlined in the attached scope letter from SOA Architects dated October 8, 2024 and focuses on the 80'x100' building. The architectural fees are included in the fee schedule below.

5. CIVIL/SITE ENGINEERING:

A. Design Development

Klingner will prepare design development plans based on the previously approved phase 1 concept plan. The following components will be included:

- Grading for the full site buildout. The future trail extending through the property does not need to be graded with this project. The 50' trail easement will be adequate. Part of the trail easement area is within the floodplain, which will be avoided with this project.
- Sinclair is programmed for a 3-lane section in 2027 and eventually will be a 5-lane section. Right-of-way will be 100'-110'.
- Segmental block retaining walls
- 6,000 square foot (72'x260') salt storage building
- 80'x100' pre-engineered metal building
- Aggregate pavement
- Concrete pavement - Drives accessing and within the site should be 4% or less.
- Site bulk storage areas.
- Security fencing- PVC coated, industrial gauge.
- Utility services
- Stormwater management
- Identify Permit Requirements
- Draft Specification Outline
- Design Development Opinion of Probable Cost.
- 30% Review meeting with Owner.

B. Final Design and Construction Documents

Provide "civil construction site plans" in AutoCAD Civil 3D format on industry standard sheet size. Plans shall consist of the following design items:

- General site layout of building, pavements, entrances, walls and utilities.
- Final site grading & drainage plan including contours at 1-foot intervals and applicable spot elevations.
- Storm Water Pollution Prevention Plan.
- Accessible parking stall provisions in accordance with the Americans with Disabilities Act (ADA).
- Pavement marking layout.
- Site utility plan (to be within 5 feet of main building) to be sized for future master plan build out:
 - a. Water service in accordance with City of Columbia requirements from existing water main along South Sinclair Road.
 - b. Storm Sewers.
 - c. Sanitary Sewer Lateral from Existing Sanitary sewer located at the south end of the project site.
 - d. Potential ground source heating and cooling system.
 - e. Natural Gas Service (by utility).
 - f. Electric Service (by utility).
 - g. Telephone and Cable Services (by utility).
- Site Drainage and Storm Sewer management as required by the City of Columbia. Grading and drainage plan will incorporate storm water pollution prevention plan requirements for the Land Disturbance permit. Water stormwater quality design in accordance with City of Columbia requirements.
- Concrete and/or Aggregate pavement design including jointing plan and details.
- Site lighting plan providing industry standard light levels or average required for the facility. Conduit layout and circuit diagram to be within 5 feet of building.
- Landscape Architectural design and landscape planting plan in accordance with City of Columbia requirements. The landscape design will be integrated with the stormwater management required for the facility.
- Technical specifications for site work and landscaping in CSI format in project manual.
- Off Site Utility Extensions: There are no off-site utility extensions included in this Scope of Services.

5. STRUCTURAL ENGINEERING:

A. Design Development/Construction Documents

Based on preliminary pre-engineered salt dome frame reactions and dimensions, we will design and detail a concrete foundation to support the pre-engineered salt dome structure. Based on preliminary pre-engineered Initial Building frame reactions and dimensions, we will design and detail a concrete foundation to support the pre-engineered Initial Building structure. We will provide sealed structural construction documents, including foundation

plans and details, and technical specifications as required for permit, bidding, and construction. Provide design calculations of the foundations.

6. MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING:

A. Design Development

The schematic design / design development phase will consist of selecting the MEP systems that meet the Client's project requirements. This phase will include equipment selections and coordination of the building utilities with the site designer. Deliverables during this phase of work include:

1. Perform water and gas service size calculations.
2. Coordinate sanitary sewer locations with civil engineer and layout main sanitary plumbing throughout the Project.
3. Perform building HVAC load calculations.
4. HVAC equipment selection and layout for coordination with structural and architectural services.
5. Building electrical load estimate.
6. Coordination with electrical utility for service entrance location.
7. Emergency generator location and coordination with utility and architectural services.
8. Light fixture selection for coordination with Client.
9. Low voltage systems coordination with Client.
10. Prepare design development documents such as plans and schedules showing mechanical, electrical, and plumbing systems.
11. Develop an electrical master plan for the future development of the site.
12. Outline of technical specifications to be included in the project manual.

B. Construction Documents

Upon approval of the design development package, Klingner will prepare MEP construction documents. Final refinement of the design, if required, will take place during this phase to align the design documents with the project budget. The construction documents will finalize the information provided in the approved design development documents, and serve as the building permit, bid, and construction set. Deliverables during this phase of work include:

1. Prepare MEP construction documents such as plans, elevations, details, and specifications as required for permit, bidding, and construction, including:
 - a. Sanitary waste and vent plumbing plans.
 - b. Domestic water and natural gas plumbing plans.
 - c. Enlarged plumbing plans.
 - d. Plumbing fixture schedules.
 - e. Plumbing details.
 - f. HVAC plans.
 - g. Enlarged HVAC plans.
 - h. HVAC equipment schedules.
 - i. HVAC details.
 - j. Temperature control diagrams.
 - k. Electrical Power Plan(s)
 - l. Electrical Lighting Plan(s)

- m. Parking Lot and Exterior Lighting Plan
- n. Electrical One Line Diagram (Including provisions for the future development of the site)
- o. Electrical Panel Schedules
- p. Lighting Fixture Schedule
- q. Lighting Controls Schedule

7. ANTICIPATED PLAN SHEETS:

Plan sheets necessary to convey the design and details will be provided.

8. PERMIT ASSISTANCE:

Klingner will assist the Client with the following permit applications anticipated for this project:

- 1. City of Columbia Commercial Permit and Plan Review Application.
- 2. City Land Disturbance permit application.
- 3. Missouri DNR Land Disturbance Permit on Line Application.

**All permit fees to be paid by the Client or invoiced as reimbursable.*

9. BIDDING ASSISTANCE:

- A. Attend one (1) pre-bid meeting at the City of Columbia offices.
- B. Tabulate pre-bid questions
- C. Prepare addenda, if necessary.
- D. Provide Bid Review and Recommendations

10. LIMITED CONSTRUCTION ADMINISTRATION/PROJECT CLOSEOUT:

- A. Response to requests for information and clarification.
- B. Review shop drawings and submittals.
- C. Review submissions for contractor change orders.
- D. Preparation of the punch-list after Substantial Completion.
- E. Update foundation plans and details to fit the final design for construction of pre-engineered dome structure and initial building.
- F. An allowance for Supplemental Construction Services is provided and is based on 2 hours per week for 6 months of construction.

11. CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTIONS:

An allowance of \$100,000 is indicated for construction material testing and special inspections. The complete design and specifications are required to provide a more detailed hourly estimate of these services. Once the design and specifications are complete, we can provide a more detailed hourly estimate for these services.

12. INFORMATION TO BE PROVIDED TO KLINGNER BY OTHERS:

- Client Input.
- Existing Property Information
- Client to provide information on salt storage building requirements.

13. CONSULTANT SERVICES:

Klingner will utilize SOA Architecture for the architectural design of the 80'x100' pre-engineered metal building.

14. COMPENSATION:

Compensation shall be based on the below fees. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
GEOTECHNICAL ENGINEERING	\$26,500
SURVEYING	\$16,500
ARCHITECTURAL DESIGN	
Design Development, Final Design and Construction Documents	\$71,500
Bidding Assistance, Limited Construction Administration and Project Closeout	\$24,000
Supplemental Construction Phase Services	\$9,500
Architectural Design Total:	\$105,000
CIVIL/SITE ENGINEERING/LANDSCAPE ARCHITECTURE	
Design Development, Final Design and Construction Documents	\$73,500
Bidding Assistance, Limited Construction Administration and Project Closeout	\$13,000
Civil Engineering/Landscape Architecture Total:	\$86,500
STRUCTURAL ENGINEERING	
Design Development and Construction Documents	\$35,000
Bidding Assistance, Limited Construction Administration, Project Closeout	\$10,000
Structural Engineering Total:	\$45,000
MEP ENGINEERING	
Design Development and Construction Documents	\$100,000
Bidding Assistance, Limited Construction Administration, Project Closeout	\$20,000
MEP Engineering Total:	\$120,000
PERMIT ASSISTANCE*	*\$10,000
SUPPLEMENTAL CONSTRUCTION SERVICES**	**\$9,050
PROJECT MANAGEMENT/MEETINGS	\$30,000
CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTIONS***	***\$100,000
Combined Total:	\$548,550

*Hourly Estimated Fee

**Supplemental Construction Services based on 2 hours per week for 6 months of construction.

***Allowance to be determined upon completion of final design and specifications.

15. SCHEDULE:

A mutually agreeable schedule will be coordinated with the Client prior to start of work.

16. ADDITIONAL SERVICES:

The following Additional Services are outside the Scope of Services as defined above and are to be discussed with the Client prior to execution. Additional Services, if requested by the Client, will be billed hourly unless otherwise specified:

- Boundary Survey
- Storm Shelter (ICC 500) or "Hardened" structure design services
- Design Services for future buildings and fuel station
- Construction Material Testing
- Construction on-site observation
- Special Inspections
- Construction Administration services outside Scope of Services
- Environmental
- Development of 3-D computer models for Client deliverables
- Commissioning

17. APPROVAL:

All services will be completed in accordance with the terms included in the Agreement between Klingner & Associates, P.C. and the City of Columbia or as mutually modified. Signing below authorizes Klingner to proceed with the services as outlined in "Exhibit A" referencing RFQUAL-138/2024" and the attached fee schedules.



D. Cullan Duke
Horizontal Sector Manager/Senior Project Manager
Klingner & Associates, P.C.

October 17, 2024

Date

Kent E. Hayes
Building Facilities Manager
City of Columbia, Public Works

Date



Municipal Service Center South
 Professional Design Fees
 Date: 10/17/24
 Eng Proj #: 23-5003
 Checked by: MHB/LLS

Task Description	KLINGNER											Expenses or Sub-Consultant	Total Hours	Total Costs			
	PM		MEP			CIVIL		STRUCTURAL									
	DCD (P7)	JAK (P7)	MHB (P5)	CSW (P7)	DDR (P1)	KTH (P5)	NRM (P3)										
Hourly Rate	\$230	\$230	\$181	\$230	\$119	\$169	\$143					LS					
Meetings																	
Meeting 1 - Kickoff/Scoping																	
Meeting Preparation	4		4											8	\$ 1,644		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	2		2											4	\$ 822		
Meeting 2 -Preliminary Design Review														0	\$ -		
Meeting Preparation	5		5											10	\$ 2,055		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	3		3											6	\$ 1,233		
Meeting 3 -Schematic Design Review																	
Meeting Preparation	5		5											10	\$ 2,055		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	3		4											7	\$ 1,414		
Meeting 4 -Design Development Review																	
Meeting Preparation	5		5											10	\$ 2,055		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	3		4											7	\$ 1,414		
Meeting 5 -Final Design Development Review																	
Meeting Preparation	5		5											10	\$ 2,055		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	3		4											7	\$ 1,414		
Meeting 6 -50% CD Review																	
Meeting Preparation	5		5											10	\$ 2,055		
Kick-Off Meeting	6		2											8	\$ 1,742		
Meeting Follow-Up	3		4											7	\$ 1,414		
Geotechnical Engineering																	
														\$ 26,500	\$ 26,500		
Surveying														\$ 16,500	\$ 16,500		
Architectural (See Architectural SOA Proposal)														\$ 105,000	\$ 105,000		
Civil Engineering/Landscape Architecture																	
Design Development																	
Base Map	1			2	4									7	\$ 1,166		
Preliminary Site Plan	8			4	16									28	\$ 4,664		
Preliminary Grading	8			4	16									28	\$ 4,664		
Preliminary Utilities	4			4	16									24	\$ 3,744		
Preliminary Details	2			2	8									12	\$ 1,872		
Quality Control	2			2										4	\$ 920		
SD Cost Estimate	4			1										5	\$ 1,150		
Design Development Site Plan	2			4	22.25									28.25	\$ 4,028		
Design Development Grading	4			4	24									32	\$ 4,696		
Design Development Utilities	4			4	24									32	\$ 4,696		
Design Development Details	4			4	8									16	\$ 2,792		
Drainage Design	16			8	16									40	\$ 7,424		
Landscape Design	16			2	16									34	\$ 6,044		
Quality Control/Review	2													4	\$ 920		
DD Cost Estimate	4			1										5	\$ 1,150		
Construction Documents																	
CD Plans	34			7	80									121	\$ 18,950		
CD Specifications	4			2	8									14	\$ 2,332		
Quality Control/Review	4													4	\$ 920		
CD Cost Estimate	4			1										5	\$ 1,150		
Construction Administration	30			6	40									76	\$ 13,040		
Structural																	
Preliminary Design								15	31						\$ 6,988		
Design Development								19	100						\$ 17,511		
Construction Documents								16	55						\$ 10,569		
Construction Administration								16	51						\$ 9,997		
Permit Assistance																	
City Coordination	10				24										\$ 5,156		
Missouri DNR/SWPPP	6				29										\$ 4,831		
MEP																	
Preliminary Design			10	98											\$ 20,038		
Design Development			24	240											\$ 48,960		
Construction Documents			9	160											\$ 31,030		
Construction Administration			10	98											\$ 20,038		
Supplemental Construction Services																	
Supplemental Construction Services				50											\$ 9,050		
Construction Material Testing/Special Inspections (Allowance)														\$ 100,000	\$ 100,000		
Subtotal	255	53	708	0	64	351.25	0	66	237	0	0	0	0	0	\$ 248,000	663.25	\$ 548,552

SCHEDULE OF HOURLY RATES (Per Diem)
EFFECTIVE JULY 1, 2024 THROUGH JUNE 30, 2025

Charges for professional services for projects which are not based upon a percentage of construction cost, cost plus fixed fee, lump sum fee, or payroll cost, shall be based upon the following per diem rates plus reimbursable expenses:

PROFESSIONAL SERVICES

<u>Classification</u>	<u>Rate Per Hour</u>
C1-C4: Clerical	\$83.00
A-1 Administrative Aide	\$66.00
A-2 Administrative Assistant	\$91.00
A-3 Administrative Manager	\$146.00
A-4 General Manager	\$160.00
T-1 Technician I	\$74.00
T-2 Technician II	\$86.00
T-3 Technician III	\$96.00
T-4 Technician IV	\$109.00
T-5 Technician V	\$130.00
T-6 Technical Supervisor	\$150.00
P-1 Assistant Engineer/Architect/Surveyor/Planner	\$119.00
P-2 Intern Engineer/Architect/Surveyor/Planner	\$136.00
P-3 Engineer/Architect/Surveyor/Planner	\$156.00
P-4 Project Engineer/Architect/Surveyor/Planner	\$171.00
P-5 Senior Engineer/Architect/Surveyor/Planner	\$181.00
P-6 Proj. /Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner	\$210.00
P-7 Director of Engineering/Architecture/Surveying/Planning	\$230.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning	\$247.00
D-1 Driller I	\$82.00
D-2 Driller II	\$95.00
D-3 Driller III	\$114.00
D-4 Drill Rig Supervisor	\$122.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,500.00 per day plus reimbursable expenses.

REIMBURSABLE EXPENSES (partial listing)

Mileage (<i>may adjust due to fuel fluctuations</i>)	\$ 0.67 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc)	At Cost + 15%
Computer Aided Design/Drafting	\$ 18.75 per Hour
Global Positioning & Robotic Survey Equipment	\$ 34.00 per Hour
3D Scanner	\$240.00 per Hour
Long Distance & Cell Calls, Subsistence & Lodging	At Cost
Special Consultants	At Cost + 15%
Non-reusable Supplies	At Cost + 15%

LABOR RATE 01 effective 07-01-24
Per Diem

October 08, 2024

D. Cullan Duke, P.L.A., LEED AP BD+C
Klingner & Associates, P.C.
616 N. 24th Street
Quincy, IL 62301
dcd@klingner.com

**Re: SOA #24038 – City of Columbia Municipal Service Center South
Proposal for Architectural Design Services**

Dear Cullan:

We appreciate the opportunity to partner with Klingner & Associates to provide Architectural design services for the City of Columbia South Municipal Service Center project. SOA enjoyed partnering with your firm on the City of Columbia Grissum project and understand that this new project includes many of the same City Stakeholders. Based on emails, the RFQ, the attached Concept Master Plan, and the Pre-Proposal Meeting on October 1st, we understand the Scope of Work for the project is create a Municipal Services Center on the South side of town on an approximately 17-acre site recently donated to the City of Columbia. It is our further understanding that the City of Columbia intends to competitively bid the project in 2025. The remainder of this letter outlines the Scope and Cost of Services we propose for the project.

SCOPE OF SERVICES

Regarding the specific Architectural Scope of Work, we understand the project scope is to design a 80'x100' pre-engineered metal building structure which will accommodate the following: office/break area, restrooms, mechanical room space, indoor vehicle parking, paint storage and potentially a police substation with administrative only functions. If the police substation is provided it would entail a separate office for a police officer to prepare paperwork and utilize the restrooms when on the South side of town. Future Buildings to the north and south of the 80' x 100' structure will be designed only from a master planning and infrastructure standpoint. The specific tasks and the Architectural Design Services by phase are as follows:

- Schematic Design Phase:
 - Attend kickoff/Pre-Proposal meeting with City of Columbia Stakeholders (**Meeting 1**)
 - Attend Preliminary Design Review meeting with City of Columbia to review information gathered at Richard Stone's 10/22 site visit to Springfield (**Meeting 2**)
 - Prepare Schematic Layout drawing options for interior layouts for Meeting 3.
 - Attend Schematic Design Review Meeting at City Hall (**Meeting 3**)
 - Meeting Objective: Select one interior layout option to be developed.
- Design Development Phase:
 - Attend Design Development Meeting focused on MEP Systems (**Meeting 4**)
 - Prepare Opinion of Probable Construction Cost for Architectural Scope
 - Prepare Renderings of exterior design of 80' x 100' Building
 - Attend Final Design Development Review Meeting at City Hall (**Meeting 5**)
 - Meeting Objective: Receive City approval of design to start CD Phase.
- Construction Documents Phase:
 - Prepare Architectural Construction Document drawings.
 - Code Sheet with listed Building Codes and Life Safety Plan
 - Architectural Plans (New Work, Reflected Ceiling and Roof Plan)
 - Interior and Exterior Elevations
 - Architectural wall, ceiling, and roof details
 - Submit and Attend 50% CD Submission Review Meeting (**Meeting 6**)
 - Prepare the Opinion of Probable Construction Cost for CSI Divisions 2 - 12.
 - Prepare final technical specifications for applicable Architectural CSI Divisions
 - City of Columbia Front-end specifications are by Klingner & Associates.



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Columbia, MO 65202
573.443.1407

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SCOPE OF SERVICES (CONTINUED)

- Issue 95% Construction Documents Submittal via email to Klingner & Associates.
- Attend the 95% CD Review Meeting (**Meeting 7**).
- Issue Final signed and sealed Contract Documents to Klingner & Associates.
- Bidding & Negotiation Phase:
 - Provide technical assistance during bidding and issue clarifications to the bid documents by addenda in coordination with Klingner & Associates.
 - Answer subcontractor(s) questions and issue formal clarifications as required.
 - Attend Pre-Bid Meeting in person with site walk through if applicable (**Meeting 8**)
 - Note: Creation of the Bid Tally, and composition of letter in support of recommended contractor are excluded from this proposal.
- Construction Phase Services:
 - Review Shop Drawing and Submittals. Klingner & Associates will create, maintain and update the project submittal log during construction.
 - Respond to RFI's related to the Architectural scope of work.
 - Attend six (6) Site Visit/Progress Meetings during construction (**Meetings 9 - 14**)
 - Conduct one (1) Final Punch List of Architectural scope of work.
- Supplemental Construction Phase Services:
 - Address Owner-requested items not typically covered under Construction Phase Services.
 - Respond to Owner RFI's or requests related to the Architectural scope of work.
 - Attend additional Site Visits/Meetings during construction on an as needed basis.
 - Provide supplemental Field Reports associated with additional site visits.
 - Conduct one (1) additional Punch List of Architectural scope of work as needed.
 - This Supplemental Services is estimated to be 2 hours per week for 6-months of construction, for a total of 50 hours of Principal/Project Manager time.

COST OF SERVICES

For the Architectural Design Services of Schematic Design phase through Construction Phase outlined above SOA estimates 682 hours as summarized in the attached work breakdown structure. SOA's proposed cost of services is **One-Hundred Five Thousand Dollars (\$105,000)**, itemized as follows:

Schematic Design	\$ 16,500
Design Development.....	\$ 16,000
Construction Documents	\$ 39,000
Bidding and Negotiations.....	\$ 3,000
Construction Phase Services	\$ 21,000
<u>Supplemental Construction Phase Services</u>	<u>\$9,500</u>
Total Architectural Design Services	\$105,000



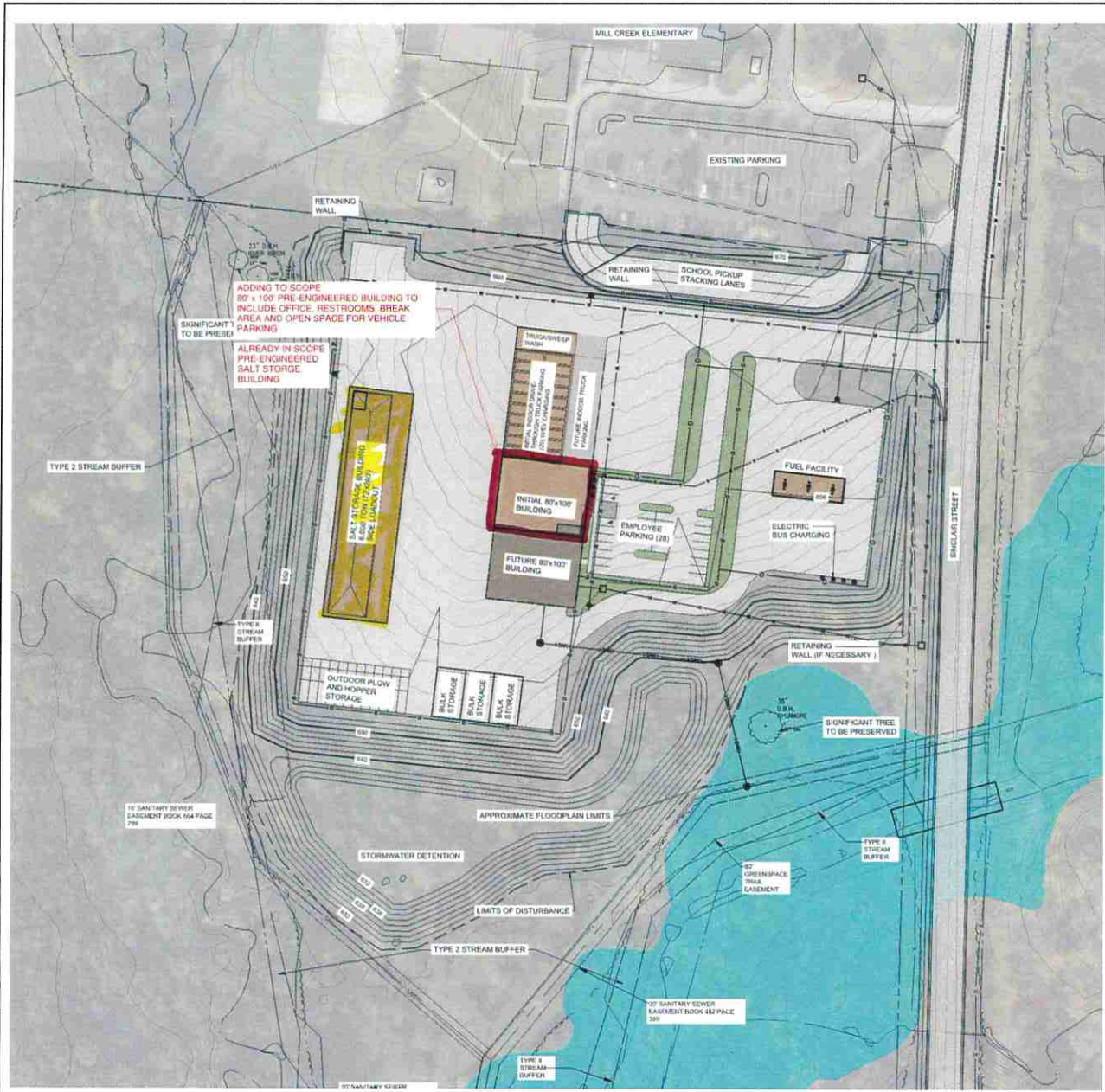
PROJECT ASSUMPTIONS & CLARIFICATIONS

1. **Invoices** will be issued from SOA to Klingner & Associates. Klingner & Associates will issue invoices per the City of Columbia's Standard Consultant Agreement.
2. **Reimbursable expenses** are included in the Cost of Services listed above.
3. **Woman-Owned Business Enterprise:** SOA's WBE Certification number is 13939 and is valid from March 28, 2023 through March 28, 2026. Certificate is available upon request.
4. **Revit 2022 or Revit 2023** will be utilized for the project drawings. Klingner & Associates will provide the site plan CAD background drawings and project specific title block sheet to SOA.
5. Klingner & Associates, as **Prime** on the project, will coordinate City of Columbia Purchasing Department's Front-End specifications as well as assembly of the drawings and specification project manual required for the project bidding and construction.
6. Preparation of detailed descriptions of **alternate bids** are excluded from this Proposal.
7. Future Buildings to the north and south of the 80'x100' structure will be designed only from a master planning and infrastructure standpoint under this Proposal. If the City requests full design

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CITY OF COLUMBIA
MUNICIPAL SERVICES CENTER
SOUTH

CONCEPT MASTER PLAN

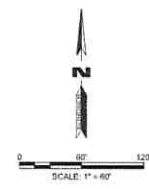
FEBRUARY 2024

NARRATIVE:

THE FULL MASTER PLAN INCLUDES THE INITIAL PHASE SALT STORAGE BUILDING ALONG WITH NEW MAINTENANCE BUILDINGS AND A FUEL CANOPY.

BELOW ARE SOME KEY ITEMS:

- 1) SALT STORAGE BUILDING SIZE: 18,720 SF (72' x 260')
- 2) SALT STORAGE VOLUME: 6,000 TON
- 3) INDOOR TRUCK PARKING W/IEV CHARGING: 20 TRUCKS (FUTURE EXPANSION 10 ADDITIONAL)
- 4) MAINTENANCE BUILDING: 8,000 SF (80' x 100')
- 5) FUTURE MAINTENANCE BUILDING EXPANSION: 8,000 SF (80' x 100')
- 6) OUTDOOR PLOW AND HOPPER STORAGE: SPACE TO ACCOMMODATE AS NEEDED
- 7) BULK STORAGE: TONNAGE AS NEEDED BASED ON PRODUCT
- 8) APPROXIMATE AREA DISTURBED: 10.7 ACRES
- 9) APPROXIMATE CUBIC YARDS OF EARTHWORK: 70,000
- 10) FACILITY WILL UTILIZE CITY UTILITIES.
- 11) A TREE AUDIT WAS COMPLETED BY THE CITY AND SIGNIFICANT TREES WILL BE PRESERVED.
- 12) THE ADJACENT FLOOD PLAIN AND STREAM BUFFER CORRIDORS WILL BE PRESERVED.
- 13) ROOF OF BUILDINGS, WHERE POSSIBLE, WILL BE DESIGNED TO SUPPORT PHOTOVOLTAIC PANELS FOR ELECTRIC GENERATION ON SITE.
- 14) POSSIBLE FUTURE SCHOOL PICK UP STACKING LANES PROVIDED TO RELIEVE CONGESTION ON SINCLAIR STREET DURING SCHOOL DISMISSAL.



KLINGNER
& ASSOCIATES, P.C.
Engineers • Architects • Surveyors
www.klingner.com

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Quincy, IL, Hannibal, MO
Burlington, IA, Galveston, TX, Paducah, KY
Davenport, IA, Cantonville, IL

Klingner & Associates, P.C.

Scope

Activity Type/ Task	Type	Project Status/ Resource	Hours	Resource Hours/ Units	Billing Rate	Contract	Resource Contract
City of Columbia Municipal Service Center South			Active	682.0	682.0	105,000	104,915
Schematic Design			Active	109.0	109.0	16,500	16,540
Labor	R	Principal/Project Manager Brad Stegemann		50.0	190.00		9,500
Contingency (10%)	T			4.0			
Contract (SOA/Client; SOA/Consultants)	T			3.0			
Project Mgmt (8 wks x 0.5 hrs)	T			4.0			
Communications (_ wks x _ hrs)	T			4.0			
Meetings (3 mtgs x 3 hrs)	T			9.0			
Agenda/Minutes (3 mtgs x 1 hrs)	T			3.0			
Consultant Coordination	T			2.0			
Existing Conditions Verification-Site	T			1.0			
Design	T			8.0			
Drawings	T			6.0			
Code Review	T			3.0			
Client Budget/Cost Estimate	T			3.0			
Labor	R	Design Professional III Chase Johnson		58.0	120.00		6,960
Contingency (10%)	T			5.0			
Drawings - REVIT Set-up	T			10.0			
General	T			2.0			
Existing Conditions Verification-Model Site	T			3.0			
Design	T			8.0			
Drawings-Design Options (4 x 5)	T			20.0			
Renderings (Could be Add'l Service)	T			8.0			
Internal Design Review	T			2.0			
Labor	R	Administrative Support Lindsay Borges		1.0	80.00		80
Contract Processing	T	Administrative Support		1.0			
Design Development			Hold	107.0	107.0	16,000	15,970
Labor	R	Principal/Project Manager Brad Stegemann		42.0	190.00		7,980
Contingency (10%)	T			3.0			
Project Mgmt (8wks x 0.5 hrs)	T			4.0			
Communications (_ wks x _ hrs)	T			4.0			
Meetings (2 mtgs x 3 hrs)	T			6.0			
Agendas/Minutes (_ mtgs x _ hrs)	T			2.0			
OPC	T			4.0			
Code Review	T			2.0			
Consultant Coordination	T			2.0			
Design	T			3.0			
Drawings	T			4.0			
Quality Control Review	T			2.0			
Specifications	T			2.0			
Internal Design Review	T			2.0			
COMCheck if not done during SD	T			2.0			
Labor	R	Project Interior Designer Julie Whitsitt		17.0	125.00		2,125
Contingency (10%)	T			2.0			
Design - Finishes	T			6.0			
Meetings (_ mtgs x _ hrs)	T			3.0			
Travel (_ mtgs x _ hrs)	T						
Dwgs - Interior Elevations	T			2.0			
Dwgs - Room Tags/Finish Schedule	T			2.0			
Dwgs - Other	T			2.0			
Labor	R	Design Professional IV Chase or Abby		45.0	125.00		5,625
Contingency (10%)	T			4.0			
General	T			1.0			
Existing Conditions Verification	T			1.0			
Design	T			2.0			

Dwgs - REVIT Set-up
 Dwgs - Cover/Code/Phasing
 Dwgs - Floor Plans
 Dwgs - Reflected Ceiling Plan
 Dwgs - Ceiling Details
 Dwgs - Roof Plan
 Dwgs - Exterior Elevations
 Dwgs - Wall Sections
 Dwgs - Exterior Details
 Dwgs - Door/Window Details
 Dwgs - Interior Elevations
 Dwgs - Other
 Renderings (Could be Add'l Services)
 Internal Design Review

T				2.0		
T				2.0		
T				4.0		
T				4.0		
T				1.0		
T				2.0		
T				2.0		
T				2.0		
T				2.0		
T				2.0		
T				2.0		
T				2.0		
T				2.0		
T				8.0		
T				2.0		
R	Administrative Support	Lindsay Borges		3.0	80.00	240
T				1.0		
T				2.0		

Construction Documents

Labor
 Contingency (10%)
 Specifications
 Labor
 Contingency (10%)
 Project Mgmt (8 wks x 1 hrs)
 Communications (8 wks x 1 hrs)
 Meetings (2 mtgs x 3 hrs)
 Agendas/Minutes (_ mtgs x _ hrs)
 General
 Code Review
 Consultant Coordination
 Design
 Drawings
 QC Review
 QC Review - Redlines
 Specifications
 Comcheck/Special Inspections etc.

			Hold	265.0	265.0	39,000	38,925
R	Principal/Project Manager	Brad Stegemann		85.0	190.00		16,150
T				8.0			
T				8.0			
T				8.0			
T				6.0			
T				2.0			
T				2.0			
T				2.0			
T				4.0			
T				2.0			
T				8.0			
T				8.0			
T				8.0			
T				16.0			
T				3.0			
R	Project Interior Designer	Julie Whitsitt		47.0	125.00		5,875
T				4.0			
T				6.0			
T				3.0			
T				6.0			
T				6.0			
T				6.0			
T				16.0			

Labor
 Contingency (10%)
 General
 Dwgs - Cover/Code/Phasing
 Dwgs - Floor Plans
 Dwgs - Reflected Ceiling Plan
 Dwgs - Ceiling Details
 Dwgs - Roof Plan
 Dwgs - Roof Details
 Dwgs - Exterior Elevations
 Dwgs - Room Tags/Finish Schedule & Tags
 Dwgs - Door Tags/Schedule
 Dwgs - Wall Sections
 Dwgs - Exterior Details
 Dwgs - Door/Window Details
 Dwgs - Interior Elevations
 Dwgs - Other
 QC Review
 QC Review - Redlines

R	Project Architect	Jody Miller		38.0	150.00		5,700
T				4.0			
T				1.0			
T				1.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				1.0			
T				1.0			
T				2.0			
T				2.0			
T				2.0			
T				2.0			
T				3.0			
T				3.0			
T				2.0			
T				4.0			
R	Design Professional IV	Chase or Abby		80.0	125.00		10,000
T				8.0			
T				4.0			

Design
 Dwgs - Cover/Code/Phasing
 Dwgs - Floor Plans
 Dwgs - Room Tags/Finish Schedule & Tags
 Dwgs - Reflected Ceiling Plan
 Dwgs - Ceiling Details
 Dwgs - Roof Plan
 Dwgs - Roof Details
 Dwgs - Door Tags/Schedule
 Dwgs - Wall Sections
 Dwgs - Exterior Elevations
 Dwgs - Exterior Details
 Dwgs - Door/Window Details
 Dwgs - Interior Elevations
 Dwgs - Other
 Renderings (Could be Add'l Service)
 QC Review
 QC Review - Redlines

T				4.0		
T				2.0		
T				4.0		
T				2.0		
T				4.0		
T				2.0		
T				4.0		
T				4.0		
T				4.0		
T				4.0		
T				2.0		
T				4.0		
T				4.0		
T				2.0		
T				12.0		
R	Administrative Support	Lindsay Borges		15.0	80.00	1,200
T				1.0		
T				12.0		
T				2.0		

Bidding and Negotiation

Labor
 Contingency (10%)
 Specifications
 Submittal Log
 Labor
 Contingency (10%)
 Project Mgmt (3wks x 0 hrs)
 Communications (_ wks x _ hrs)
 Meetings (_ 1 mtgs x 2 hrs)
 Travel (_ mtgs x _ hrs)
 General
 Addenda
 Bid Evaluations
 Labor
 Contingency
 Addenda Drawings and Narrative

			Hold	18.0	18.0	3,000	2,965
R	Principal/Project Manager	Brad Stegemann		11.0	190.00		2,090
T				1.0			
T				1.5			
T				1.5			
T				2.0			
T				0.5			
T				1.0			
T				3.0			
T				0.5			
R	Design Professional IV	Chase or Abby		7.0	125.00		875
T	Design Professional IV			1.0			
T	Design Professional IV			6.0			

Construction Phase Services

Labor
 Contingency (10%)
 Communications (40 wks x 0.25 hrs)
 Project Mgmt (_ wks x _ hrs)
 Field Reports
 Construction Field Observation 6 mtgs x 1.5 hrs)
 Paperwork - RFI's/ASI's/CO's
 Shop Dwgs/Submittals
 Punch/Close-Out (_ visits x _ hrs)
 Punch List/Substantial Completion Letter

			Hold	133.0	133.0	21,000	21,015
R	Principal/Project Manager	Brad Stegemann		76.0	190.00		14,440
T				7.0			
T				10.0			
T				10.0			
T				6.0			
T				9.0			
T				10.0			
T				18.0			
T				4.0			
T				2.0			

Labor
 Contingency (10%)
 Drawings - Changes
 Shop Dwgs/Submittals
 Labor
 Contingency (10%)
 Shop Dwgs/Submittals
 Punch/Close-Out (_ visits x _ hrs)

R	Project Architect	Jody Miller		14.0	150.00		2,100
T				2.0			
T				6.0			
T				6.0			
R	Project Interior Designer	Julie Whitsitt		23.0	125.00		2,875
T				2.0			
T				18.0			
T				3.0			

Labor
 Submittal Management
 Punch/Close-Out

R	Administrative Support	Lindsay Borges		20.0	80.00		1,600
T				16.0			
T				4.0			

Supplemental Construction Phase Services

Labor
 Supplemental CA: 2 hours x 25 weeks

			Hold	50.0	50.0	9,500	9,500
R	Principal/Project Manager	Brad Stegemann		50.0	190.00		9,500
T				50.0			

HOURLY RATES SCHEDULE – 2024

Effective January 1, 2024, through December 31, 2024

Senior Principal	\$200 per hour
Principal/Project Manager	\$190 per hour
Project Manager II	\$165 per hour
Project Manager I	\$155 per hour
Project Architect	\$150 per hour
Project Coordinator	\$150 per hour
Architect II	\$130 per hour
Architect I	\$125 per hour
Project Interior Designer	\$125 per hour
Design Professional IV	\$125 per hour
Design Professional III	\$120 per hour
Design Professional II	\$110 per hour
Design Professional I	\$100 per hour
Business Manager	\$125 per hour
Administrative Support	\$ 80 per hour
Undergraduate Student	\$ 55 per hour



Architecture

Interior Design

Planning

Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.443.1407

www.soa-inc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: ACEC Certificates PHONE (A/C, No. Ext): 770-552-4225 E-MAIL ADDRESS: ACECcertificates@greyling.com		FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Klingner & Associates, P.C. 616 N 24th St Quincy, IL 62301	KLINASS	INSURER A : Sentinel Insurance Company, Ltd.		11000
		INSURER B : Hartford Underwriters Insurance Company		30104
		INSURER C : Hartford Casualty Insurance Company		29424
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1241298380 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20SBWZK5696	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGPI1455	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20XHGX8421	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	20WBGID4191	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: #23-5003 City of Columbia Municipal Service Center Phase 1 - RFQUAL 138/2024.
 City of Columbia, Missouri is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. The above referenced liability policies with the exception of workers compensation are primary & non-contributory where required by written contract. Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder. Contractual Liability & X-C-U is included under the General Liability Policy.

CERTIFICATE HOLDER City of Columbia, Missouri 701 E. Broadway PO Box 6015 Columbia, MO 65205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTICE TO VENDORS

Section 285.525 – 285.550 RSMo Effective January 1, 2009

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:
http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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

County of ADAMS)
) ss.
State of ILLINOIS)

My name is LANCE SCHUETTE. I am an authorized agent of KLINGNER & ASSOCIATES, P.C. (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.

[Signature]
Affiant

LANCE SCHUETTE
Printed Name

Subscribed and sworn to before me this 15th day of November, 2024

[Signature]
Notary Public



Company ID Number: 191141

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 Klingner & Associates PC (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

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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination 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 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

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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

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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@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

Company ID Number: 191141

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.

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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 instruction 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:

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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 findings

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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 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.

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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

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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.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be

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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 Klingner & Associates PC	
Name (Please Type or Print) Rebecca Hedrick	Title
Signature Electronically Signed	Date 02/17/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/17/2009

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Klingner & Associates PC
Company Facility Address	616 N. 24th Street Quincy, IL 62301
Company Alternate Address	
County or Parish	ADAMS
Employer Identification Number	371179355
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	8 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	3
IL	3
MO	2

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

Name Rebecca Hedrick
Phone Number 2172233670103
Fax
Email rlh@klinaner.com

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

County of BOONE)
) ss.
State of MISSOURI)

My name is BRAD STEGEMANN I am an authorized agent of SIMON OSWALD ASSOCIATES (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.

Brad Stegemann
Affiant

BRAD STEGEMANN
Printed Name

Subscribed and sworn to before me this 15 day of November, 2024.

Lindsay Rae Borges
Notary Public

