

**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:

**Engineering and architectural services for building improvements for the Public Works Department, Grissum Building site.**

*(Description of Project)*

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

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

**SECTION 1 - AUTHORIZATION OF SERVICES**

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

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

**SECTION 2 - BASIC SERVICES OF ENGINEER**

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated **January 25, 2021** (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>
John Neyens, PE	Project Manager / Mechanical / Electrical
Cullan Duke, PLA	Site
Brad Stegemann, AIA	Architecture - Simon Oswald Architecture
Wes Hamilton, PE	Structural

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 **one hundred twenty (120) – (the City retains the right to extend schedules necessary – reference Exhibit A – Project Schedule)** 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 \$76,113.00.**

## 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** combined single limit for any one occurrence 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 claim and **\$2,000,000** 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** combined single limit for any one occurrence and not less than \$150,000 per individual, 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 a 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
D	Request for Qualification (RFQUAL) 72/2020

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

**7.19 Entire Agreement**

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

**[SIGNATURES ON FOLLOWING PAGE]**

CITY OF COLUMBIA, MISSOURI 

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

ATTESTED BY:

\_\_\_\_\_  
Sheela Amin, City Clerk

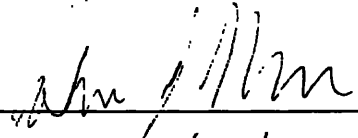
APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor *NT*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. 44008810-604023 00659, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

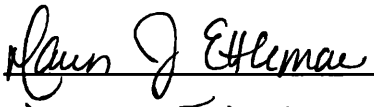
By: \_\_\_\_\_  
Director of Finance

**KLINGNER & ASSOCIATES, P.C.**

By:  \_\_\_\_\_

Date: 2/18/21

ATTEST:

By:  \_\_\_\_\_

Name: Dawn J Etteman

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**SUBJECT:** Exhibit A - Scope of Services  
**PROJECT:** Grissum Site and Building Improvements, RFQUAL 72/2020  
Planning & Programming  
**DATE:** January 25, 2021

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**A. GENERAL**

Klingner & Associates (Klingner) shall comply with the requirements of RFQUAL 72/2020 Engineering and Architectural Services – Grissum Site and Building Improvements including the Climate Action and Adaptation Plan as adopted by the City of Columbia. In its October 20, 2020 letter, the City of Columbia (City) requested Klingner & Associates (Klingner) to provide a detailed scope of services for the Grissum Site and Building Improvements project. The detailed scope of services provided herein for “Planning and Programming” is to expand on the scope of services labeled “a” through “f” within RFQUAL 72/2020. Following the decision of the City and acceptance of the planned improvements and completion of the scope of services described herein, Klingner will submit an additional detailed scope of services (RFQUAL 72/2020 Scope of Services “g” through “m”) for the design, bidding, and construction administration services associated with the improvements.

**B. PLANNING AND PROGRAMMING PHASE WORK TASKS**

*1. Work Task #1: Existing Conditions Assessment*

Klingner will facilitate a kick-off meeting with City stakeholders and present for review Klingner’s April 2018 “City of Columbia Grissum Building Master Planning: Information Collection Summary” and AEI’s August 2018 “Facility Condition Reports”. The purpose of the kick-off meeting is to: Establish long range framework to address current and future needs of the site & buildings; Build consensus for the process that should: Balance Public Works goals and resources, Anticipate and prepare for future needs, Provide flexibility and expandability, Improve operational efficiency, Anticipate long term capital needs, Provide logical implementation schedule. The approach to the planning process shall incorporate previous work completed and ascertain if the list of deficiencies and desired facility improvements is accurate and if any potential, projects need to be added or deleted from the previously generated list of potential improvements. The process shall include: 1) Strategic Review 2) Program Need and Functional Analysis 3) Physical Analysis 4) Solution Development 5) Plan Document. This methodology shall produce clear information for making planning decisions within a comprehensive framework that incorporates what the group will discuss, what improvements have been made since previous reports were issued, and review the impact of federal funding on the Transit priorities. The City will be responsible for selecting the appropriate City staff (six to seven staff) to participate in the kick-off meeting. Design professionals representing architecture, mechanical/electrical engineering, and site design will participate in the kick-off meeting.

Klingner will update work from April 2018 “City of Columbia Grissum Building Master Planning: Information Collection Summary”/ perform the following assessments on the facility:

- a) Review the existing site & update work from April 2018: Specific review items include storm water management, parking, circulation of operations, fueling, and compliance with local and state regulations related to a maintenance facility.
- b) Inventory existing internal space, perform a space use analysis, evaluate functional needs and include an interactive evaluation of all departments located in the facility.
- c) Update & incorporate work from Klinger & AEI 2018 Documentation and identify fire code and building code deficiencies.
- d) Update & incorporate work from Klinger & AEI 2018 Documentation to inventory and evaluate the functionality of the existing roofing, HVAC, communication, and security systems of buildings located on the Grissum property.
- e) Update work from April 2018 and evaluate use of the existing space for maintenance on compressed natural gas (CNG) vehicles.
- f) Update & incorporate work from Klinger & AEI 2018 Documentation to inventory existing structural components of each of the buildings; evaluate the structural integrity of the buildings as a whole in accordance with the latest applicable building and structural design codes.

Following completion of the previously described assessments, Klingner will provide a preliminary draft Recommended Master Plan Report / summary memorandum of its assessment observations and will participate in a review meeting with City stakeholders to review the results of the assessments along with the previously completed “Existing Information Collection Summary” and the “Facility Condition Reports”. The purpose of the meeting is to review the proposed outline and format of Final Deliverables and list of deficiencies and desired facility improvements with City stakeholders and discuss City stakeholders’ priorities, funding resources, and project development preferences.

The City will be responsible for selecting the appropriate City personnel to participate in the review meeting. Design professionals representing architecture, mechanical/electrical engineering, and site design will participate in the review meeting.

**2. *Work Task #2: Project Priority Identification***

Based on evaluations, work completed and input received during the Work Task #1 Review Meetings, Klingner will develop a “Project Priority Summary” that includes a list of potential projects with estimates of construction cost for the various potential projects. A Draft “Project Priority Summary” to be provided 14 workdays before Klingner meeting with the City to discuss and organize the potential projects by priority. The City will be responsible for selecting the appropriate City personnel to participate in this review meeting. Design professionals representing architecture, mechanical/electrical engineering, and site design will participate in the review meeting. Resulting from the meeting, Klingner will have a “Project Priority Matrix” with the various potential projects organized by priority as part of the draft Recommended Master Plan Report .

**3. *Work Task #3: Existing Site, Building, and Building Systems Base/ CAD Plan Development***

Klingner will utilize a combination of existing plans provided to us by the City, field observations, and Google Earth aerial imagery to develop site and base floor plans of the existing building. Major building system components such as utility service entrances, major HVAC equipment, hot water heaters, plumbing fixtures, and electric panel locations will be included within the base plan. Existing equipment capacity of heating and cooling equipment will be provided. The previously prepared site base plan will be updated. It is our understanding the City will furnish the following documents to assist with the development of Existing Conditions Base Plans:

-CAD File Survey locating building corners by City of Columbia Surveyor  
(baseline CAD plan is approximately 2' off)

-Stormwater Study by Burns & McDonald and BMPS 319 Grant Plans

-Hazardous Materials Assessment Report by ARSI

-City supplied inspections and notes on roof installation.

-Dedicated electrical transformer for electric bus charging stations plans.



4. *Work Task #4: Planning and Programming Final Deliverables*

Following approval of the Project Priority Summary Matrix, Klingner will develop a final "Master Plan" report. This user-friendly context report will document the process, including participants, meeting notes, available options, recommendations, project sequencing and decisions summarizing the Planning and Programming process including graphical exhibits illustrating the proposed building and site project concepts and phasing. The Master Plan will include a written narrative summarizing project scopes of work and project phases to assist the City in Determining which project priorities are to be develop in the Schematic Design phase, along with allowing focused presentation and continued ease of use at all stages. A comparison of historical building energy consumption to other buildings of similar occupancy and a construction cost estimate will also be included. Design professionals representing architecture, mechanical/electrical engineering, and site design will participate in a review meeting of the final deliverables.

C. **PROJECT TEAM**

Project Manager: John Neyens, PE  
Site: Cullan Duke, PLA  
Architecture: Brad Stegemann, AIA (Simon Oswald Architecture)  
Mechanical/Electrical: John Neyens, PE  
Structural: Wes Hamilton, PE

D. **CONSULTANT SERVICES**

Simon Oswald Architecture will serve as a subconsultant for architecture related services included within this scope of work.

## **E. PROJECT SCHEDULE & FEES BUDGET**

Attached to this exhibit is a Professional Design Summary detailing anticipated work effort and corresponding fees for the previously described scope of work.

Work Task #1: Klingner requests (25) working days following the notice to proceed to complete this work task. Work task includes a minimum of two (2) - 3 to 4 hour meeting with City stakeholders to validate previous assessments and verify priorities. This Work task to include one on site meeting between selected City staff and selected consultants to discuss and facilitate process and progress.

Work Task #2: Klingner requests (15) working days to develop the revised “Project Priority Summary” and (15) working days for development of the “Project Priority Matrix”. Work task includes a 3 hour meeting with City stakeholders to confirm Project Priorities list. This Work task to include two on site meeting between selected City staff and selected consultants to discuss and facilitate process and progress.

Work Task #3: This work task will be completed concurrently with Work Tasks #1 and #2. This Work task to include one on site meeting between selected City staff and selected consultants to discuss and facilitate process and progress.

Work Task #4: Klingner requests (20) working days to complete this work task. Work task includes a 3 hour review meeting with City stakeholders to present conceptual plans, cost and narrative. This Work task to include one on site meeting between selected City staff and selected consultants to discuss and facilitate process and progress.

## **F. ADDITIONAL SERVICES**

The following Additional Services are outside the Phase I Planning & Programming Scope of Services as defined above and are to be discussed with the Client and agreed to in writing prior to execution. Based on the results, City may choose to enter into Phase II for Additional Services. Additional Services, if requested by the client, will be billed hourly or per mutually agreed budget according to the attached professional service rate tables for Klingner & Associates and Simon Oswald Architecture:

- Geotechnical Services
- Topographic and Boundary Survey
- Schematic Design
- Design Development
- Construction Documents
- Permit Application Assistance
- Bidding Services
- Construction Administration
- Construction Material Testing
- Construction on-site observation
- Environmental services



Grissum Site and Building Improvements  
Professional Design Fees

Date 01/25/21 Estimate by JIN/DCD/SOA  
Eng Proj # 20-5021 Checked by JIN

Task Description	KLINGNER													SOA			Expenses or Sub-Consultant	Total Hours	Total Costs
	PM	MEP			CIVIL			STRUCTURAL			ARCHITECTURE								
Hourly Rate	JUN (P6)	JUN (P6)	MHB (P4)	JLD (P1)	DCD (P6)	CSW (P6)	VJC (P2)	ADL (P6)	WPH (P3)		JMH (PIC)	BUS (PM/AP)	CMJ (A-II)				LS		
<b>Phase 1: Planning and Programming Phase</b>	\$173	\$173	\$128	\$99	\$173	\$173	\$114	\$214	\$128		\$185	\$165	\$90						
<b>Task B.1 (Work Task #1): Existing Conditions Assessment</b>																			
Kick-Off Meeting																	0 \$ -		
Meeting Preparation	8	4			1							2					15 \$ 2,579		
Kick-Off Meeting Time (up to 4 hour meeting)		8			6							4					\$ 125 18 \$ 3,207		
Facility Assessments																	0 \$ -		
Existing Site Review (Storm Water Management, Parking, Circulation, Fueling, Compliance)	0.5				8	8						0.5					\$ 125 17 \$ 3,062		
Internal Space Inventory, Space Use Analysis, Department Evaluation	8										2	12	12				34 \$ 4,814		
Fire and Building Code Deficiency Documentation	2											4	4				10 \$ 1,366		
Inventory and Documentation of Roofing, HVAC, Communication, and Security Systems	0.5	2	12		2	2						4	4				26.5 \$ 3,681		
Evaluate use of existing space for CNG vehicle maintenance	0.5	4															4.5 \$ 779		
Evaluate structural integrity of building in accordance with latest building codes	0.5								12			0.5					13 \$ 1,705		
Develop Draft Master Plan Report	8				8							4					20 \$ 3,428		
Project Progress Meeting (up to 4 hour meeting)	6				6							4	4				\$ 125 20 \$ 3,221		
Draft Master Plan Report Review Meeting (up to 4 hour meeting)		6			6							4					\$ 125 16 \$ 2,861		
<b>Task B.2 (Work Task 2): Project Priority Identification</b>																			
Project Priority Summary (Project List and Construction Cost Estimates)	8	2	8		8	8					2	4	2				42 \$ 6,732		
Project Progress Meetings (Two Meetings Requested by City)	12				6							4					\$ 250 22 \$ 4,024		
Project Priority Summary Review Meeting	8				6							4					\$ 125 18 \$ 3,207		
Project Priority Matrix Development	8		4								2	4	2				20 \$ 3,106		
<b>Task B.3 (Work Task 3): Existing Site, Building, and Building Systems CAD Plan Development</b>																			
Site Base Plan Development	0.5				4	2	8										14.5 \$ 2,037		
Architectural Base Plan Development	0.5											2	32				34.5 \$ 3,297		
MEP System Base Plan Development	0.5	2		32													34.5 \$ 3,601		
Project Progress Meeting	6											4					10 \$ 1,698		
<b>Task B.4 (Work Task 4): Planning and Programming Final Deliverables</b>																			
Final Master Plan Report Development	16	2	24		8	8	8	1	4			4	8				83 \$ 11,972		
Project Progress Meeting	6				6							2					\$ 125 14 \$ 2,531		
Master Plan Report Review Meeting	8				6							4					\$ 125 18 \$ 3,207		
																	0 \$ -		
																	0 \$ -		
<b>Subtotal</b>	<b>107.5</b>	<b>30</b>	<b>48</b>	<b>32</b>	<b>81</b>	<b>28</b>	<b>16</b>	<b>1</b>	<b>16</b>	<b>0</b>	<b>6</b>	<b>71</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 1,125 504.5 \$ 76,113</b>		

**SCHEDULE OF HOURLY RATES (Per Diem)**  
**EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021**

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 .....	\$65.00
T-1 Technician I .....	\$60.00
T-2 Technician II .....	\$70.00
T-3 Technician III .....	\$82.00
T-4 Technician IV .....	\$93.00
T-5 Technician V .....	\$109.00
T-6 Technical Supervisor .....	\$126.00
A-1 Administrative Aide .....	\$53.00
A-2 Administrative Assistant .....	\$76.00
A-3 Administrative Manager .....	\$121.00
A-4 General Manager .....	\$123.00
P-1 Assistant Engineer/Architect/Surveyor/Planner .....	\$99.00
P-2 Intern Engineer/Architect/Surveyor/Planner .....	\$114.00
P-3 Engineer/Architect/Surveyor/Planner .....	\$128.00
P-4 Project Engineer/Architect/Surveyor/Planner .....	\$141.00
P-5 Senior Engineer/Architect/Surveyor/Planner .....	\$153.00
P-6 Proj./Dept./Branch Manager, Chief Eng./Architect/Surveyor/Planner .....	\$173.00
P-7 Director of Engineering/Architecture/Surveying/Planning .....	\$193.00
P-8 Principal, Partner, Manager of Engineering/Architecture/Surveying/Planning ...	\$214.00

Court testimony by principal or other registered professional will be charged at the rate of \$2,000.00 per day plus reimbursable expenses.

**REIMBURSABLE EXPENSES (partial listing)**

Mileage (may adjust due to fuel fluctuations) .....	\$ 0.56 per Mile
Reproduction (i.e. Prints, Copies, Plans, etc) .....	At Cost + 15%
Computer Aided Design/Drafting .....	\$ 15.00 per Hour
Global Positioning & Robotic Survey Equipment .....	\$ 28.00 per Hour
3D Scanner .....	\$200.00 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 07-01-20  
Per Diem

## **HOURLY RATES SCHEDULE – 2021**

*Effective January 1, 2021, through December 31, 2021*

Principal	\$185.00 per hour
Associate Principal/Project Manager	\$165.00 per hour
Project Manager	\$150.00 per hour
Project Architect	\$130.00 per hour
Architect II	\$115.00 per hour
Architect I	\$105.00 per hour
Intern Architect IV	\$105.00 per hour
Intern Architect III	\$100.00 per hour
Intern Architect II	\$ 90.00 per hour
Intern Architect I	\$ 85.00 per hour
Project Interior Designer	\$110.00 per hour
Digital Technician/Illustrator	\$105.00 per hour
Project Administrator	\$ 75.00 per hour
Administrative Support	\$ 65.00 per hour
Undergraduate Students	\$ 55.00 per hour

## **REIMBURSABLE EXPENSES SCHEDULE**

*Effective January 1, 2021, through December 31, 2021*

<b>Travel</b>	Current IRS mileage rate x 1.1 Other: 1.1 x direct cost
<b>Mailing - Postage/Handling</b>	1.1 x direct cost
<b>International Long Distance Telephone</b>	1.1 x direct cost
<b>In-House Printing – Black &amp; White</b>	8 ½ x 11 = .15/sheet
<b>In-House Printing – Color</b>	8 ½ x 11 = .50/sheet
<b>In-House Printing – Black &amp; White – Large format</b>	\$0.35/square foot
<b>In-House Printing – Color – Large format</b>	\$0.50/square foot
<b>Outside Reproduction of Drawings, Specifications and Other Documents</b>	1.1 x direct cost
<b>Other Direct Items</b>	1.1 x direct cost



SOCIETY OF  
 ACTUARIES  
 1700 K STREET, N.W.  
 WASHINGTON, D.C. 20004  
 TEL: 202-462-4600  
 FAX: 202-462-4601  
 WWW.SOA-INC.COM

## **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](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 Boone )  
State of Missouri ) ss.  
)

My name is John Neyens. I am an authorized agent of Klingner and 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.

*John Neyens*  
Affiant

John Neyens  
Printed Name

Subscribed and sworn to before me this 18<sup>th</sup> day of February, 2021.

*Dawn J. Ettleman*  
Notary Public

DAWN J. ETTLEMAN  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Boone County  
My Commission Expires: November 03, 2021  
Commission Number: 13406267

**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 the 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 the company or no longer needs access to E-Verify.



Company ID Number: 191141

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 B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 191141

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(i)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 191141

(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](mailto: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 evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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.

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

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

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

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

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

## **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

## **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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

## **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

### **A. REFERRAL TO SSA**

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

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

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

## **B. REFERRAL TO DHS**

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



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

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

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

## **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 disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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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:**

<b>Employer</b> Klingner & Associates PC	
<b>Name (Please Type or Print)</b> Rebecca Hedrick	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/17/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 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	6



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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:**

IOWA	2 site(s)
ILLINOIS	2 site(s)
MISSOURI	2 site(s)



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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 (217) 223 - 3670 ext. 103  
Fax Number  
Email Address rh@klingner.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.**

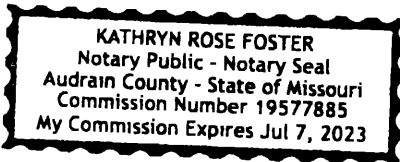
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that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

Brad Stegemann  
Affiant

BRAD STEGEMANN  
Printed Name

Subscribed and sworn to before me this 16 day of February, 2021

Kathryn Rose Foster  
Notary Public



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## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Simon Oswald Associates** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program 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).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, 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 Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

## **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the 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.

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 regarding E-Verify.

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

- 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.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer 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 access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. 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) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: 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 use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate 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.

b. Federal contractors already enrolled at the time of a contract award: 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 initiate 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 3 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 193450

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: 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 pursuant to 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. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: 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 do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed 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.

2. 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.



## 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 tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

#### **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## **ARTICLE IV**

### **SERVICE PROVISIONS**

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 the E-Verify System, an Employer will need a personal computer with Internet access.

## **ARTICLE V**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all 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

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mandatory refresher tutorials. 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 a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, 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.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures 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 its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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.

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

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

Company ID Number: 193450

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

**Employer Simon Oswald Associates**

**Stefanie Riepe**

Name (Please Type or Print) \_\_\_\_\_ Title \_\_\_\_\_

*Electronically Signed* \_\_\_\_\_ *02/25/2009* \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print) \_\_\_\_\_ Title \_\_\_\_\_

*Electronically Signed* \_\_\_\_\_ *02/25/2009* \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Company ID Number: 193450

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## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Simon Oswald Associates

Company Facility Address: 700 Cherry Street

Suite A

Columbia, MO 65201

Company Alternate  
Address:

County or Parish: BOONE

Employer Identification  
Number: 431701037

North American Industry  
Classification Systems  
Code: 541

Parent Company: \_\_\_\_\_

Number of Employees: 10 to 19

Number of Sites Verified  
for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 193450

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

<b>Name:</b>	<b>Stefanie Riepe</b>	<b>Fax Number:</b>	<b>(573) 875 - 2508</b>
<b>Telephone Number:</b>	<b>(573) 443 - 1407 ext. 215</b>		
<b>E-mail Address:</b>	<b>riepe@soa-inc.com</b>		



# Employment Eligibility Verification

Welcome  
Terri Trickel

User ID  
TT052011

Last Login  
11:35 AM - 02/09/2015 Log Out



Click any for help

Home

### My Cases

New Case

View Cases

Search Cases

### My Profile

Edit Profile

Change Password

Change Security Questions

### My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

### My Reports

View Reports

### My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

## Company Information

**Company Name:** Simon Oswald Associates, Inc.

[View / Edit](#)

**Company ID Number:** 193450

**Doing Business As (DBA) Name:** Simon Oswald Architecture

**DUNS Number:**

### Physical Location:

**Address 1:** 2801 Woodard Drive

**Address 2:** Suite 103

**City:** Columbia

**State:** MO

**Zip Code:** 65202

**County:** BOONE

### Mailing Address:

**Address 1:**

**Address 2:**

**City:**

**State:**

**Zip Code:**

### Additional Information:

**Employer Identification Number:** 431701037

**Total Number of Employees:** 10 to 19

**Parent Organization:**

**Administrator:**

### Organization Designation:

**Employer Category:** None of these categories apply

**NAICS Code:** 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

[View / Edit](#)

**Total Hiring Sites:** 1

[View / Edit](#)

**Total Points of Contact:** 1

[View / Edit](#)

[View MOU](#)



Exhibit D

**SOLICITATION NO.:** Request for Qualification (RFQUAL) 72/2020  
**BUYER:** Cale Turner  
**PHONE NO.:** (573) 874-7375  
**E-MAIL:** [cale.turner@como.gov](mailto:cale.turner@como.gov)

**TITLE:** Engineering Services And Architectural Services – Grissum Site and Building Improvements

**ISSUE DATE:** July 22, 2020

**RETURN QUALIFICATIONS NO LATER THAN:** August 14, 2020 AT 5:00 PM CENTRAL TIME (END DATE)

**VENDORS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)**

**MAILING INSTRUCTIONS:** Print or type **Solicitation Number** and **End Date** on the lower left hand corner of the envelope or package. Delivered sealed qualifications must be in the Purchasing Division office (701 E. Broadway, 5<sup>th</sup> Floor) by the return qualifications date and time.

**RETURN QUALIFICATIONS TO:** (U.S. Mail) **CITY OF COLUMBIA PURCHASING** or (Courier Service) **CITY OF COLUMBIA PURCHASING**  
**PO BOX 6015** **701 E. BROADWAY, 5<sup>th</sup> FLOOR**  
**COLUMBIA MO 65205** **COLUMBIA MO 65201**

**CONTRACT PERIOD:** Date of Award through Completion of Project

**DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:**

**City of Columbia, Public Works Department**  
**701 East Broadway**  
**Columbia, Missouri 65201**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The offeror further agrees that the language of this RFQUAL shall govern in the event of a conflict with their qualifications. The offeror further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract/Agreement is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the offeror and the City of Columbia.

**SIGNATURE REQUIRED**

<b>VENDOR NAME</b>	
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>



## **1. INTRODUCTION AND GENERAL REQUIREMENTS**

### **INTRODUCTION:**

This document constitutes a request for competitive, sealed qualifications for the provision of engineering and architectural services for building improvements for the Public Works Department, Grissum Building site for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an Request for Qualifications (RFQUAL), is divided into the following parts:

Introduction and General Information  
Technical Specifications/Scope of Work  
Qualifications Submission Information  
Exhibits A – F

Terminology/Definitions: Whenever the following words and expressions appear in a RFQUAL document or any addendum thereto, the definition or meaning described below shall apply.

- **Addendum/Amendment** means a written, official modification to an RFQUAL.
- **Attachment** applies to all forms which are included with an RFQUAL to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- **Qualifications end date and time** and similar expressions mean the exact deadline required by the RFQUAL for the receipt of sealed qualifications.
- **Offeror** means the supplier, vendor, person, or organization that responds to an RFQUAL by submitting a qualifications with prices to provide the equipment, supplies, and/or services as required in the RFQUAL document.
- **Buyer** means the procurement staff member of the Purchasing Division. The **contact person** as referenced herein is usually the buyer.
- **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- **Contractor** means a supplier, offeror, person, or organization who is a successful offeror as a result of an RFQUAL and who enters into a contract.
- **Exhibit** applies to forms which are included with an RFQUAL for the offeror to complete and submit with the sealed qualifications prior to the specified end date and time.
- **Request for Qualifications (RFQUAL)** means the solicitation document issued by the Purchasing Division to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes all exhibits, attachments, and addendums thereto.
- **May** means that a certain feature, component, or action is permissible, but not required.
- **Must** means that a certain feature, component, or action is a mandatory condition.
- **Shall** have the same meaning as the word **must**.
- **Should** means that a certain feature, component and/or action are desirable but not mandatory.

**SCHEDULE OF ACTIVITIES:**

DATE	ACTIVITY
July 30, 2020	Close of written <i>Requests for Additional Information</i>
August 3, 2020	Written responses to <i>Requests for Additional Information</i> sent to all
August 14, 2020	Request for Qualifications is due at 5:00 p.m. CST
August 2020	Contract Start Date
*The above dates are target dates and are subject to change by the City of Columbia.	

**QUALIFICATIONS SUBMISSION:**

Qualifications may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City’s E-bidding website. No fax or e-mail qualifications will be accepted. Sealed qualifications must be delivered to the Finance Department, Purchasing Division, 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 by the closing date and time. Qualifications received after the appointed time will be determined non-responsive and will not be opened. Sealed qualifications must be submitted in three (3) copies, one of which must be an original and so marked. The qualifications must be in sealed envelopes and marked in bold letters “RFQUAL 72/2020: Engineering And Architectural Services – Grissum Site and Building Improvements.”

**QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR QUALIFICATIONS:**

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Cale Turner, Purchasing Agent  
Phone: (573) 874-7375  
E-mail: cale.turner@como.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFQUAL providing the City of Columbia’s official response will be issued if necessary to all known prospective offerors. Questions must be submitted no later than 5:00 p.m. on July 30, 2020.

This written *Request for Additional Information* will take place of the normal Pre-Qualifications Conference.

**VALIDITY OF QUALIFICATIONS:**

Offerors agree that qualifications submitted will remain firm for a period of ninety (90) calendar days after the date specified for the return of qualifications.

**REJECTION OF QUALIFICATIONS:**

The City of Columbia reserves the right to reject any or all qualifications received in response to this RFQUAL, or to cancel the RFQUAL if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFQUAL may disqualify the qualifications. Any exceptions to the requirements specified must be identified in the qualifications.

**WITHDRAWAL OF QUALIFICATIONS:**

Any offeror may withdraw his or her qualifications at any time prior to the scheduled closing time for the receipt of qualifications. However, no qualifications will be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for the receipt of qualifications.

**ALTERATION OF SOLICITATION:**

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Offerors taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their qualifications; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

**RESPONSE MATERIAL OWNERSHIP:**

All material submitted regarding this RFQUAL becomes the property of The City of Columbia. Any person may review qualifications after the Agreement has been issued, subject to the terms of this solicitation.

**INCURRING COSTS:**

The City of Columbia shall not be obligated or be liable for any cost incurred by offerors prior to issuance of an Agreement. All costs to prepare and submit a response to this solicitation shall be borne by the offeror.

**COLLUSION CLAUSE:**

Any agreement or collusion among offerors and prospective offerors to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the qualifications of such offerors void.

**CONTRACT DOCUMENTS:**

The final agreement between the City of Columbia and the offeror will include by reference:

- Offeror's Response to the RFQUAL
- The City Issued RFQUAL with any addendums

Any changes, additions or modifications hereto will be in writing and signed by the City Manager. No other individual is authorized to modify the agreement in any manner.

**FUNDS:**

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

**MISSOURI LICENSURE AND CERTIFICATE OF AUTHORITY:**

Offeror certifies that it is currently in compliance, and agrees to maintain compliance for the duration of the agreement/contract, with all licensure requirements of the Missouri Board for Architects, Professional

**Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter referred as 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, offeror understands and agrees that the person personally in charge and supervising the professional engineering services of offeror under the agreement/contract shall be licensed and authorized to practice engineering in Missouri, and the offeror will keep and maintain a valid certificate of authority from APEPLSPLA.**

## **2. GENERAL/BACKGROUND/SCOPE OF SERVICES**

### **BACKGROUND**

Licensed Missouri engineering and architectural firms shall provide comprehensive consulting services for assessment, planning, design, permit/bid/construction documentation, construction administration and commissioning services to facilitate the Site & Building Improvements for the site that houses the Public Works; Street Maintenance, Traffic, Transit, and Fleet Operations at the Grissum Building located at 1313 Lakeview Drive, Columbia, Missouri.

The City has the vision and strategy to increase renewable energy installations in new and existing buildings and the commitment to reduce City buildings energy usage by 20%. This shall be accomplished along with the complexity of remodeling, removing, replacing existing buildings and or building components and systems in occupied buildings while maintaining existing public safety and operations.

The contractor must have experience in this type of facilities renovations and the ability to plan, design and execute construction administration of efficient designs. Experience in this type of operations facility is an essential criterion for selection.

The City has operated Public Works from the Grissum Site at 1313 Lakeview Drive since the site was originally constructed in the early 1960s near the Municipal Power Plant. There are three vehicle storage buildings also located on the site along with fuel pumps, a bus wash, a communication tower, outside storage, outside bus and vehicle parking, and employee parking. The main building generally consists of administration offices, vehicle storage, fleet operations and an attached bus barn. The site is now being considered for improvements based on changes that have evolved over the years and the heavy use the site and buildings have endured from operations. In February 2018, the attached Existing Information Collection Summary (Attachment 1) was completed. In August 2018, the attached Facility Condition Report (Attachment 2) was completed. In 2015, Columbia voters approved ¼ cent capital improvement sales tax which will be used for this needs project. The current funds available for the project are \$1,400,000.00. An additional \$3,300,000.00 will be available for phased expenditures for the next three years.

### **SCOPE OF SERVICES**

The contractor shall provide professional architectural and engineering evaluation, prioritizing, planning, design and construction administrative services to complete the improvements to the site & buildings that best supports Public Work's Street, Traffic, Fleet and Transit operations in the existing site and facility.

This process shall include evaluation of the site, buildings, attached Existing Information Collection Summary (Attachment 1) and Facility Condition Reports (Attachment 2) to form professional opinions as to the advancement of specific facilities renovations.

If contractor renders basic architectural services, they shall hereby agree that all plans, specifications, detail drawings, etc., for engineering work pertaining to heating, ventilation, refrigeration, electrical, or other mechanical or structural work shall be done by a registered professional engineer(s) in their own organization, or agrees to employ without additional cost to the City, and subject to the approval of the City, the services of registered professional engineer(s) regularly engaged in the work.

The contractor shall enter into contract agreements with such registered professional engineer(s) which shall bind the engineer(s) in terms and responsibilities substantially as set forth herein regarding design and inspection services.

If the contractor renders basic engineering services, they shall hereby agree that all plans, specifications, detailed drawings, etc., for architectural work pertaining to this project shall be done by a registered professional architect(s) in their own organization, or agrees to employ without additional cost to the City, and subject to the approval of the City, the services of a registered professional architect(s) regularly engaged in the work.

The contractor shall enter into a contract agreement with such registered professional architect(s), which shall bind the architect(s) to terms and responsibilities substantially as set forth herein regarding design and inspection services.

The contractor shall bear all the cost and the actual printing of the plans and contract documents associated with the project's design, review, construction and record documents with the exception of three (3) sets to be used as construction contract set and one (1) set for building inspector's field set to be kept on site during construction to be an reimbursable expense as approved in advance by the City.

The City recognizes there are no perfect designs and that the City does not wish to pay fees to obtain perfection. However, we are paying for Professional Services and expect the documents to be thoroughly reviewed and coordinated to minimize extra costs to the City due to errors and omissions made by our contractors.

Records and receipts of the contractor's direct personnel, contractor and costs pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the City upon request.

Contractor shall provide the following general services at a minimum:

- a) Review the existing site to include but not limited to: storm water management, parking, circulation of operations, fueling, and compliance with local and state regulations related to a maintenance facility.
- b) Inventory existing internal space, perform a space use analysis, evaluate functional needs and include an interaction evaluation of all departments located in the facility.
- c) Identify fire code and building code deficiencies and needs including associated cost estimates for compliance based on existing layout and proposed alternative layouts.
- d) Inventory existing roofing, mechanical, communication, security systems and other systems of all buildings; evaluate the functionality of the existing mechanical, communication, and security systems, and other systems such as the ability to support the functions.
- e) Evaluate use of existing space for maintenance on compressed natural gas (CNG) vehicles; and develop alternatives with associated costs for consideration.
- f) Inventory existing structural components of each of the buildings; evaluate the structural integrity of the buildings as a whole in accordance with the latest applicable building and structural design codes and required corrective measures with associated costs.

The contractor shall facilitate the process to meet and collaborate with required City staff, build consensus of a prioritized scope, that will be developed into construction bid/permit documents and to be constructed within the funds available for construction.

The work shall cover identified deficiencies, overall renovation improvement needs and site considerations and the best recommended use of the site. Further, as it is determined that conditions warrant, demolition or renovation to buildings and/or sites, or expansion of buildings and/or sites, or replacement of buildings and/or sites or relocation, then the City shall be interested in the development of design as well as associated costs.

The contractor shall, in a timely manner prepare and distribute, in electronic format for understanding and acceptance: meeting notes, documentation of actions, reports, incorporating comments, questions, answers and/or corrections requested by the department to record the history of how and why the project evolves.

The contractor shall inspect existing conditions and verify accuracy of previous construction plans to that of existing conditions.

The contractor shall use professional skill and judgements to create planning and construction documents deliverables from previous plans provided.

The contractor shall prepare planning documents that provides prioritized scope, comparative options, lifecycle cost and recommendations. The lifecycle cost must reflect the total operational cost for forty (40) years. Once these planning documents including consensus budget are presented, the City shall direct to undertake the preferred options.

The contractor agrees to accept the City's program and consensus budget and further agrees to use reasonable skill and care to accomplish said project within the intent of the program and consensus budget. In the event the contractor determines that the project cannot be accomplished within the consensus budget, they shall notify the City of this fact in writing, so that the project scope can be reviewed and modified if necessary.

Deliverables, as instruments of service, are and shall remain the property of the City whether the project for which they are prepared is constructed or not. They may be used by the City to construct another like project without approval of, or additional compensation to, the contractor, provided that the City accepts design responsibility for any such additional use.

The contractor's services shall then consist of the phases described as follows and include, but are not limited to, normal civil, architectural, structural, mechanical and electrical engineering services.

The contractor shall provide summary verification calculations that the design complies with energy performance requirements of the project.

The contractor shall obtain written approval before proceeding with each phase stated herein. Nothing shall be construed as placing any obligation on the City to proceed with any phase beyond the latest phase approved.

The contractor shall submit CAD deliverables and shall submit in writing to the City a statement of cost opinion/estimated construction cost concurrent with the submittal of each phase of the design work.

- g) The contractor shall confer with the City to ascertain the requirements of the project and shall confirm the viability of such requirements and shall prepare Schematic Design (SD) studies consisting of drawings and other documents illustrating the scale and relationship of project components for approval by the City.

- h) The contractor shall prepare from the approved SD studies for approval the Design Development (DD) documents consisting of drawings and other documents to fix and describe the size and character of the entire project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.
- i) The contractor shall prepare from the approved DD Documents, for approval Construction Documents (CD) setting forth in detail the requirements for the construction of the entire project including information necessary to bid the project. The contractor shall prepare permit/bidding/ construction documentation based on the preferred option and alternates as determined to allow for the competitive bidding and construction process along with phasing plans to allow minimal disruption to current operations and functions in the buildings.

The contractor shall provide all design services to prepare documents that meet the criteria stated herein.

The City shall competitively bid construction projects. Three manufacturers' products named shall include the specific model numbers, styles, and other information necessary to clearly identify the acceptable product. Listing of only a manufacturer's name is not acceptable.

The products listed must be of equivalent quality, service life, and efficiency to compare "apples to apples". Further, ALL costs for any given construction project must be within the funds appropriated for said project.

Consequently, should the lowest and best, responsive and responsible bidder exceed the total allowable construction costs, as specified in the scope of work, the contractor shall be required to redesign or perform such corrective work as necessary to allow the project to be successfully rebid and constructed within available funds, without additional cost to the City.

The contractor shall obtain written approval of the appropriate authority having jurisdiction and approval for all proposed connections to private or public utility systems or public and private roads and streets, when such connections are planned as part of the project.

- j) The contractor shall attend a pre-bid meeting(s) and assist the City in obtaining bidders, answering questions, developing/issuing addendum and reviewing bids during the Bidding Phase.
- k) The Construction Administration (CA) phase shall commence with the award of the construction contract and will terminate with final acceptance by the City. The contractor, as designer, shall provide for administration of the construction phase.

The contractor, if requested, shall provide AutoCAD.dwg files to the construction contractor or subcontractors for the purpose of preparing shop drawings at no cost to the City.

The contractor shall visit the project site as often as necessary to satisfy themselves that the work is proceeding in accordance with the drawings and specifications and as necessary to discharge all the contractor's responsibilities in the construction documents. At a minimum this shall include; a pre-construction meeting, one progress meeting per month during the construction period, a substantial completion inspection, a final inspection, and any other visits required by the construction documents for milestone events.



For each site visit made, the contractor shall submit to the City a written progress and observation report summarizing each visit and presenting the current status of the project with regard to pending changes, design or construction problems and schedule variations. The contractor shall note in the heading of the report the reason for the visits. Other additional site visits necessitated by the contractor's error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to the City.

All observations, including those specified to be performed by the contractor in the contract documents and all clarifications required, shall be scheduled, performed and issued in a manner to prevent delay to the construction contractor.

The contractor shall report construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work which are not in the best interest of the City with regard to cost, schedule, etc. to the City.

Based on observations at the site and on the construction contractor's written request for payment, the contractor shall determine the amount owed to the construction contractor and shall certify requests for payment in such amounts.

The contractor shall recommend payment on the basis of work complete to date; and that to the best of the contractor's knowledge, information and belief, the quality of the work is in accordance with the construction documents.

The contractor shall act as the initial interpreter of the requirements of the construction documents.

The contractor shall recommend rejection of work which does not conform to the construction documents.

Whenever the contractor considers it necessary or advisable to confirm the requirements of the construction documents, they shall request approval of the City for special inspection and/or testing.

The contractor shall review and approve shop drawings, samples, and other information request or submissions of the construction contractor for conformance with the design concept of the project and for compliance with the information given in the construction documents.

The contractor shall prepare and issue contract change orders in accordance with the form and procedures prescribed by the City. The contractor must recommend approval or disapproval of all construction contractor requests for substitutions as required.

- 1) As part of the close out process and completion of construction of the project, the contractor shall provide the City with one set of record drawings.

The contractor shall require the construction contractor to provide the contractor with a marked set of the project drawings showing all: addendum, prepare and issue answers to request for interpretation/ information (RFI), contractor's supplemental instructions (DSI), editing for the specific equipment accepted during submittal and shop drawing review, contract changes or other variations from the original contract documents, test and balance (TAB), commissioning, owner's operation and maintenance manual (O&M), including all buried and concealed utilities located.

The contractor shall not recommend approval of the construction contractor's final pay request unless this requirement has been met.

The contractor shall also provide AutoCAD.dwg record files and deliver electronic record documents in a portable document format .pdf.

Contractor shall prepare, administer, collect, evaluate, report and summarize occupant environmental comfort satisfaction post occupancy as part of the commissioning process.

- m) During the warranty period of the construction contract, the contractor shall on request, work with the City to secure correction of any defects that become apparent. The contractor shall schedule and conduct with the City's site visit inspection, eleven (11) month after substantial completion as to review for and secure correction of any defects.

### **3. QUALIFICATIONS SUBMISSION INFORMATION**

#### **SUBMISSION OF QUALIFICATIONS:**

On-line Qualifications - If a registered offeror is responding electronically through the City of Columbia Bidding System website, the registered offeror should submit completed exhibits, forms, and other information concerning the qualifications as an attachment to the electronic qualifications. The registered offeror is instructed to review the RFQUAL submission provisions carefully to ensure they are providing all required information.

The exhibits and forms provided herein can be saved into a word processing document, completed by a registered offeror, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Be sure to include the solicitation/bid number, company name, and a contact name on any electronic attachments.

In addition, a registered offeror may submit the exhibits, forms, etc., through mail or courier service. However, any such submission must be received prior to the specified end date and time.

If a registered offeror submits an electronic and hard copy qualifications response and if such responses are not identical, the offeror should explain which response is valid. In the absence of an explanation, the City of Columbia shall consider the response which serves its best interest.

Hard Copy Qualifications - If the offeror is submitting qualifications via the mail or a courier service or is hand delivering the qualifications, the offeror should include completed exhibits, forms, and other information concerning the qualifications. The offeror is instructed to review the RFQUAL submission provisions carefully to ensure they are providing all required information.

Recycled Products - The City of Columbia recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the offeror is requested to print the qualifications double-sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. Lengthy qualifications may be submitted in a notebook or binder.

The offeror should include three (3) additional copies along with their original qualifications. The front cover of the original qualifications should be labeled "original" and the front cover of all copies should be labeled "copy". In case of a discrepancy between the original qualifications and the copies, the original qualifications shall govern.

Open Records - Pursuant to section 610.021, RSMo, the offeror's qualifications shall be considered an open record after a contract is executed or all qualifications are rejected. At that time, all qualifications are scanned into the Purchasing Division imaging system.

The scanned information will be available upon request from the Purchasing Division. Therefore, the offeror is advised not to include any information in the qualifications that the offeror does not want to be viewed by the public, including personal identifying information such as social security numbers.

In preparing qualifications, the offeror should be mindful of document preparation efforts for scanning purposes and storage capacity that will be required to image the qualifications and should limit qualifications content to items that provide substance, quality of content, and clarity of information.

To facilitate the evaluation process, the offeror is encouraged to organize their qualifications into sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the City of Columbia is under no obligation to solicit such information if it is not included with the qualifications. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the qualifications.

The qualifications should be page numbered.

The signed page one from the original RFQUAL and all signed addendums should be placed at the beginning of the qualifications.

Each section should be titled with each individual evaluation category and all material related to that category should be included therein.

Questions Regarding the RFQUAL – Except as may be otherwise stated herein, the offeror and the offeror's agents (including subcontractors, employees, contractors, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQUAL, the solicitation process, the evaluation, etc., to the buyer of record indicated on the first page of this RFQUAL. Inappropriate contacts to other personnel are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer.

The buyer may be contacted via e-mail or phone as shown on the first page.

Only those questions which necessitate a change to the RFQUAL will be addressed via an addendum to the RFQUAL. Offerors are advised that any questions received less than ten (10) calendar days prior to the RFQUAL opening date may not be addressed.

Joint Venture or Co-Counsel Response – If the qualifications is being submitted in conjunction with another entity or law firm (similar to a joint response, joint venture, or co-counsel), there can be only one (1) response submitted in response to the Request for Qualifications by the entities/firms involved. Therefore, only one (1) entity/firm must be designated as lead and must be designated as the official offeror for purposes of submitting the qualifications. Such lead offeror and contractor, if awarded the contract), must be the only party officially signing and submitting the qualifications as well as serving as the official signatory for the joint venture or co-counsel.

**MINIMUM REQUIRED SUBMITTALS:**

- A brief description of the firm (Exhibit A)
- The qualifications and background of the firm in providing services of this type (Exhibit A)
- A summary of any arrangements that will be made with any other firm for assistance on the work (Exhibit D)

RFQUAL 72/2020: Engineering And Architectural Services – Grissum Site And Building Improvements

- A list of key personnel to be involved in the work, roll to be undertaken along with the individuals resume stating skills and experience of their role to be for the work (Exhibit C)
- A list of similar work performed for other municipalities or agencies, including a description of work and the name of the municipality or agency, and the action taken as a result of the work. A list of references should be included. (Exhibit B)
- Discussion explaining why the firm believes the City of Columbia would benefit from selecting the firm to do the work. (Exhibit D)
- A description of the approach the firm will take to complete the work, including an estimate of the total time needed for the firm to complete the work. (Exhibit D)

**MISCELLANEOUS SUBMITTAL INFORMATION:**

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the offeror meets the section 285.525, RSMo, definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the offeror must affirm the offeror’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The offeror should complete Exhibit E, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. Exhibit E must be submitted prior to an award of a contract.

The offeror should complete and submit Exhibit F, Miscellaneous Information.

Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the City of Columbia. The offeror certifies by signing the signature page of this original document and any addendum signature page(s) that the offeror and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Purchasing Division. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker’s compensation/unemployment compensation)

#### **4. SELECTION CRITERIA**

##### **CRITERIA:**

After determining that a qualification satisfies the mandatory requirements stated in the RFQUAL, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the qualifications in accordance with the criteria stated below.

- Evaluation of proposals
- Proven background and experience in the work required
- Reputation of the firm with respect to design and construction or major public improvement projects.
- Availability of the firm for participation at public hearings and Council meetings
- References provided
- Ability to complete the work in the time required
- Specific background and experience of the key people who will be involved in providing these services.

##### **EVALUATION PROCESS:**

After receipt of the qualifications, a review committee appointed by the City Manager at least two members of which are licensed professional engineers or architects shall evaluate the qualifications and select as a general rule, not less than three firms for interview.

After interviews are conducted, the review committee shall select a firm for negotiation of terms of an agreement/contract. The services in the agreement/contract shall substantially conform to those described in the RFQUAL. Modifications may be made to accommodate budget limitations or to address related issues not considered in the original scope of work.

##### **COMPETITIVE NEGOTIATION OF QUALIFICATIONS:**

The offeror is advised that under the provisions of this Request for Qualifications, the Purchasing Division reserves the right to conduct negotiations of the qualifications received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

Negotiations may be conducted in person, in writing, or by telephone.

Negotiations will only be conducted with potentially acceptable offeror. The Purchasing Division reserves the right to limit negotiations to those qualifications which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer if necessary.

Terms, conditions, methodology, or other features of the offeror's qualifications may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may

be required to submit supporting financial and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the qualifications.

The mandatory requirements of the Request for Qualifications shall not be negotiable and shall remain unchanged unless the Purchasing Division determines that a change in such requirements is in the best interest of the City of Columbia.

**AGREEMENT/CONTRACT:**

When agreement on a detailed scope of services and fee schedule is reached, a formal agreement/contract will be prepared and submitted to City Council for approval. If an agreement/contract cannot be reached, the City will terminate negotiations and select an alternate firm for negotiations.

**EXHIBIT A**

**OFFEROR INFORMATION**

The offeror should provide the following information about the offeror's organization:

Provide a brief company history including, but not limited to, the following:

Total number of years in business.

Total number of years performing similar services.

Total number of years of experience with large governmental entities.

Describe the structure of the organization including any board of directors, partners, top departmental management, corporate organization, corporate trade affiliations, any parent/subsidiary affiliations with other firms, etc.

Indicate whether the offeror or the offeror's principals have other interests or relationships that might conflict with or compromise the requirements herein.

Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the qualifications or termination of any subsequent contract.

Document the offeror's financial solvency in a manner that is acceptable for public review. Audited financial statements for the last year will provide such documentation; however, the statements will become public information. If the offeror is a subsidiary, also provide the documentation for the parent company.



**EXHIBIT B**

**CURRENT/PRIOR EXPERIENCE**

The offeror should copy and complete this form documenting the offeror and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the offeror is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered.

<b>Offeror Name or Subcontractor Name:</b> _____ (if reference is for a Subcontractor):	
<b>Reference Information (Current/Prior Services Performed For :)</b>	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: ✓ What the offeror did ✓ How the offeror did it ✓ Results ✓ Additional Detail	
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

**EXHIBIT C**

**EXPERTISE OF KEY PERSONNEL ASSIGNED TO PROJECT FOR DURATION OF PROJECT**

(Copy and complete this table for each key person proposed)

<b>Title of Position:</b> _____	
<b>Name of Person:</b>	
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	
Describe person's relationship to offeror. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	
Previous employer(s), positions, and Dates	

**Staffing Methodology**

Describe the person's planned duties/role proposed herein:	
--	--

**List of Projects and Roles Completed**

Describe the projects worked by the individual and the specific role:	
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**EXHIBIT D**

**METHOD OF PERFORMANCE**

The offeror should use this Exhibit, or any format desired, to present a written plan for performing the requirements specified in this Request for Qualifications.

- A summary of any arrangements that will be made with any other firm for assistance on the work
- Discussion explaining why the firm believes the City of Columbia would benefit from selecting the firm to do the work.
- A description of the approach the firm will take to complete the work.

**EXHIBIT E**

**NOTICE TO OFFERORS**

**Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo., 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 E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** 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 offerors 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/e-verify>

**EXHIBIT E, Continued**  
**CITY OF COLUMBIA, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT**  
**PURSUANT TO 285.530 RSMo**  
**(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_(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 contacts 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.

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

Personally appeared before me, a Notary Public, within and for the County of \_\_\_\_\_,

State of Missouri, the person whose signature appears above, **PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED**, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

**EXHIBIT F**

**MISCELLANEOUS INFORMATION**

**Employee/Conflict of Interest:**

<p>Offerors who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the offeror or any owner of the offeror’s organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:</p>	
<p>Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:</p>	
<p>If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:</p>	
<p>Percentage of ownership interest in offeror’s organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:</p>	<p>_____ %</p>

**Registration of Business Name (if applicable) with the Missouri Secretary of State**

The offeror should indicate the offeror’s charter number and company name with the Missouri Secretary of State. Additionally, the offeror should provide proof of the offeror’s good standing status with the Missouri Secretary of State. If the offeror is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<p><b><i>Charter Number (if applicable)</i></b></p>	<p><b><i>Company Name</i></b></p>
<p>If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:</p>	