

AGREEMENT
For
PROFESSIONAL ARCHITECTURAL SERVICES
Between
THE CITY OF COLUMBIA, MISSOURI
And
SIMON OSWALD ASSOCIATES, INC.

THIS AGREEMENT is made and entered by and between the City of Columbia, Missouri (hereinafter called "CITY"), and **Simon Oswald Associates, Inc. DBA SOA** (hereinafter called "ARCHITECT") and is effective on the date of signing by the party last executing this Agreement ("Effective Date").

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

In response to recent Covid-19 challenges, the City of Columbia is establishing new procedures and considering reorganization of publicly accessed services to the first and mezzanine floors to greatly limit public access on all other floors and decrease custodial cross traffic in departments while removing recycling. To support a proper social distancing environment, the City plans to create a Customer Experience Center and a recycling chute. This proposal is for SOA to lead the City of Columbia through preliminary services to establish a Preliminary Design for building modifications. Since the remodel project will require modification to existing mechanical and electrical systems, SOA includes J-Squared Engineering as a subconsultant to SOA to contribute their mechanical/electrical/plumbing engineer expertise to the study. At completion of these services, SOA will submit a new proposal for the remainder of services contingent on the Scope of Work the City believes best meets the project goals.

(Description of Project)

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

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

SECTION 1 - AUTHORIZATION OF SERVICES

1.1 ARCHITECT 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 ARCHITECT.

SECTION 2 - BASIC SERVICES OF ARCHITECT

2.1 General

2.1.1 Perform professional architectural services as set forth in Exhibit A - "Scope of Basic Services," dated **June 2, 2020** (hereinafter referred to as "Scope of Basic Services").

2.1.2 ARCHITECT will designate the following listed individuals as its project team with responsibilities as assigned. ARCHITECT 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 ARCHITECT without the written approval of CITY.

<u>Name and Title</u>	<u>Assignment</u>
Jen Hedrick, President	Principal-in-Charge
Brad Stegemann, Associate Principal	Project Manager
Matt Pinkstaff, Project Manager	Project Manager
Jody Miller, Project Architect	Project Architect

All of the services required hereunder will be performed by ARCHITECT or under ARCHITECT's 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 ARCHITECT 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 ARCHITECT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this 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 ARCHITECT

3.1 General

If authorized in writing by CITY and agreed to in writing by ARCHITECT, ARCHITECT 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 architectural 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 Architectural services being performed.

3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Exhibit A.

3.1.4 Preliminary or final architectural 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 ARCHITECT by placing at ARCHITECT'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 ARCHITECT to enter upon public and private property as required for ARCHITECT to perform ARCHITECT's services under this Agreement.

4.4 Examine all studies, reports, sketches, estimates, bid documents, drawings, proposals and other documents presented by ARCHITECT 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 **David A. Nichols, P.E., Public Works Director**, 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.

4.7 Give prompt written notice to ARCHITECT 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 ARCHITECT 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 ARCHITECT may rely upon in performing ARCHITECT's 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 **eighty-four (84)** 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 ARCHITECT.

SECTION 6 - PAYMENTS TO ARCHITECT

6.1 Amount of Payment

6.1.1 For services performed, CITY shall pay ARCHITECT 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 is effective to **December 31, 2020**, and may be revised thereafter.

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

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 ARCHITECT'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 ARCHITECT 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 ARCHITECT.

6.1.1.5 For time spent by outside individual professional consultants employed by ARCHITECT in providing services to CITY, the cost to ARCHITECT. Expenses incurred by such outside consultants in service to CITY shall be reimbursable in accordance with 6.1.1.2 above.

6.1.2 Total payment for the Scope of Services and all other expenses and costs to the City under this Agreement and described herein **shall not exceed \$28,500.00**.

6.2 Payments

6.2.1 ARCHITECT 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 ARCHITECT for the services rendered, provided CITY does not contest the invoice.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

7.1.1 ARCHITECT'S INSURANCE: ARCHITECT agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement 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 ARCHITECT is not intended to and shall not in any manner limit or qualify

the liabilities or obligations assumed by ARCHITECT under this Agreement.

Commercial General Liability ARCHITECT 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 Agreement involves any underground/digging operations, the general liability certificate shall include X, C and U (Explosion, Collapse and Underground) coverage.

Professional Liability ARCHITECT 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, ARCHITECT agrees to maintain a Retroactive Date prior to or equal to the effective date of this Agreement. 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 Agreement, ARCHITECT 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 ARCHITECT of the obligation to provide replacement coverage.

Business Automobile Liability ARCHITECT 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 ARCHITECT'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 ARCHITECT does not own automobiles, ARCHITECT 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 ARCHITECT agrees to take out and maintain during the life of this Agreement, 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 ARCHITECT 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 ARCHITECT. 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 Agreement is not protected under the Workers' Compensation Statute, ARCHITECT 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 ARCHITECT 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 ARCHITECT agrees, by entering into this Agreement, 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 ARCHITECT to enter into an pre-loss agreement to waive subrogation without an endorsement, then ARCHITECT 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 ARCHITECT enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance ARCHITECT 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 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, ARCHITECT 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 ARCHITECT, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with ARCHITECT or a subcontractor for part of the services), of anyone directly or indirectly employed by ARCHITECT or by any subcontractor, or of anyone for whose acts the ARCHITECT or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require ARCHITECT 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

ARCHITECT 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 architect as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, ARCHITECT understands and agrees that the person personally in charge and supervising the professional architecture services of ARCHITECT under this Agreement shall be licensed and authorized to practice architecture in Missouri, and that ARCHITECT will keep and maintain a valid certificate of authority from APEPLSPLA.

7.2.2 ARCHITECT 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 architectural practices. If ARCHITECT fails to meet the foregoing standard, ARCHITECT will perform at its own cost, and without reimbursement from CITY, the professional architectural services necessary to correct errors and omissions which are caused by ARCHITECT's failure to comply with above standard, and which are reported to ARCHITECT within one (1) year from the completion of ARCHITECT's services for the PROJECT.

7.2.3 In addition, ARCHITECT 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

ARCHITECT understands and agrees that CITY has contracted with ARCHITECT based upon ARCHITECT's representations that ARCHITECT 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, ARCHITECT 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 ARCHITECT. ARCHITECT 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 ARCHITECT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and

performance, and operating results are based on ARCHITECT's experience, qualifications and judgment as a design professional. Since ARCHITECT 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, ARCHITECT does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ARCHITECT.

7.4 On-Site Services

PROJECT site visits by ARCHITECT during construction shall not make ARCHITECT 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 ARCHITECT'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 ARCHITECT.

7.6 Suspension of Services

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

7.7 Termination

Services may be terminated by CITY at any time and for any reason, and by ARCHITECT in the event of substantial failure to perform in accordance with the terms hereof by CITY through no fault of the ARCHITECT, by ten (10) days' notice. If so terminated, CITY shall pay ARCHITECT all uncontested amounts due ARCHITECT 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 the 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 CITY's property.

Further, ARCHITECT shall not be relieved of any liability to CITY for any damages sustained by CITY by virtue of any breach of this Agreement by ARCHITECT and CITY may withhold any payments due ARCHITECT 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 ARCHITECT's employees and the importance of ARCHITECT's public relations, ARCHITECT may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ARCHITECT'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 ARCHITECT. CITY may require deletion of proprietary data or confidential information from such publications but otherwise will not unreasonably withhold its approval. The cost of ARCHITECT's activities pertaining to any such publication shall be paid entirely by the ARCHITECT.

7.9 Nondiscrimination

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

7.9.1 ARCHITECT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law. ARCHITECT 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. ARCHITECT agrees to post notices in conspicuous places, available to employees and applicants for employment.

7.9.2 ARCHITECT shall, in all solicitation or advertisements for employees placed by or on behalf of ARCHITECT, 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 ARCHITECT 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 ARCHITECT each binds themselves and CITY's and ARCHITECT's 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 ARCHITECT shall assign, sublet or transfer CITY's or ARCHITECT's interest in the Agreement without the written consent of the other.

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

ARCHITECT 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 ARCHITECT agrees to comply with Missouri State Statute section 285.530 in that ARCHITECT 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 contract, ARCHITECT 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. ARCHITECT 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 ARCHITECT shall require each subcontractor to affirmatively state in its contract with contractor 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. ARCHITECT shall also require each subcontractor to provide contractor 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 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.

7.16 Agreement Documents

This Agreement includes the following exhibit, which is incorporated herein by reference:

<u>Exhibit</u>	<u>Description</u>
A	Scope of Services

In the event of a conflict between the terms of the exhibit and the terms of this Agreement, the terms of this Agreement control.

7.17 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

DAV

By: _____
City Manager

Date

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NTM*

CERTIFICATION: I hereby certify that the above expenditure is within the purpose of the appropriation to which it is charged, Account No. **44008810 604023 00798**, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

SIMON OSWALD ASSOCIATES, INC.

By: *Jennifer Hedrick*

Name: JENNIFER HEDRICK

Date: 0.15.2020

ATTEST:

By: *Kathryn Rose Foster*

Name: Kathryn Rose Foster

EXHIBIT A

Scope of Services

June 2, 2020

Kent Hayes
Building Facilities Manager
City of Columbia Public Works
kent.hayes@como.gov

**Re: City of Columbia - Customer Experience Center & Recycle Collection Center
Proposal for Space Programming & Preliminary Design**

Dear Kent:

In response to recent Covid-19 challenges, the City of Columbia is establishing new procedures and considering reorganization of publicly accessed services to the first and mezzanine floors to greatly limit public access on all other floors and decrease custodial cross traffic in departments while removing recycling. To support a proper social distancing environment, the City plans to create a Customer Experience Center and a recycling chute.

This proposal is for SOA to lead the City of Columbia through preliminary services to establish a Preliminary Design for building modifications. At completion of these services associated with this proposal, SOA will submit a new proposal for the remainder of services contingent on the Scope of Work the City believes best meets the project goals.

Since the remodel project will require modification to existing mechanical and electrical systems, we are including J-Squared Engineering as a subconsultant to SOA to contribute their mechanical/electrical/plumbing engineer expertise to the study.

SPACE PROGRAMMING involves working with Community Development, Community Relations, Finance, Public Works and City Utilities leaders to confirm the functions that are planned for the building modifications and identify important organizational relationships. Through individual conversation and meetings, we will collect data that will ultimately summarize the following:

- A comprehensive list of spaces that need to be incorporated into the Customer Experience Center
- Individual space size requirements (net square footage)
- Confirmation of existing building areas that may be modified to accommodate the Customer Experience Center and Recycling Collection Center
- Adjacency requirements of individuals and departments
- Staff workflow, public access and the separation of the two
- Security and access control (Kenton Brothers and Schindler Elevators will contract directly with the City of Columbia)
 - Coordination of updates to elevator controls to limit public access on all but the first and mezzanine floors
 - Updates to door hardware including access control devices to limit public access on all but the first and mezzanine floors



Architecture

Interior Design

Planning

Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.413.1407

- Special equipment accommodations and existing equipment to be relocated
- Preliminary furnishing layout/requirements
- Repurposing of a decommissioned elevator shaft as a trash chute and associated modifications in the Receiving area to process trash and recycle from the chute

Upon completion of Space Programming SOA can then proceed to the next step, Preliminary Design.

PRELIMINARY DESIGN is a process that involves creation of multiple diagrammatic floor plan options that support the City’s workflow and organization established during Space Programming. Through the course of presentation, feedback, and refinement we will together arrive at a diagrammatic floor plan layout that meets the City’s goals and vision. J-Squared Engineering will evaluate MEP modifications that are required to support the selected floor plan layout. SOA will coordinate our efforts with J-Squared Engineering. Additionally, we will review code requirements for egress.

Due to the historic significance of the space, the City’s historic preservations will participate in review of modifications to the Daniel Boone portion of the building.

DELIVERABLES: At conclusion of the Space Programming Preliminary Design phases as described above, SOA will submit a Project Programming & Preliminary Design report including the following relevant information:

- Program of Space Needs for Customer Experience Center
- Preliminary Design Floor Plan of preferred layout
- Project narrative outlining remodel of spaces
- Schedule for the remainder of the project
- Opinion of Probable Construction Cost

PROJECT SCHEDULE: The City departments’ input and direction are critical to the overall success of this project. The schedule, below, is included to suggest the overall timeline, and frequency and duration of interaction that will be required to ensure that the City has the relevant information to make informed decisions. We will adjust the schedule to align with your specific commitments and availability.

Wk of 6/15	Meetings 1-3: Individual Department needs and requirements <ul style="list-style-type: none"> ▪ Community Development & Community Relations ▪ Finance ▪ Public Works & City Utilities
Wk of 6/29	Meeting 4: <ul style="list-style-type: none"> ▪ Review Program of Space Needs for Customer Experience Center ▪ Review code implications of access control proposed by Kenton Brothers and review code requirements of repurposed decommissioned elevator shaft
Wk of 6/29	Field Verify existing conditions of spaces under consideration for remodel to accommodate the Customer Experience Center
Wk of 7/20	Meeting 5: Review Floor Plan Options with department leaders. Leaders select single preferred option. Historic Preservationist will participate and guide modifications to the Daniel Boone portion of City Hall.



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.413.1407

- WK of 8/3 Meeting 6: Review draft of Space Programming & Preliminary Design Report as described in the Deliverables section, above
- Wk of 8/10 SOA to submit final Programming Report and Opinion of Probable Cost

COST OF SERVICES: To perform the services described herein, SOA and J-Squared Engineering estimates approximately 200 hours of service. We therefore propose stipulated sum compensation of **\$28,500.**

ADDITIONAL INFORMATION AND CLARIFICATIONS:

1. **Reimbursable expenses** are included in the Cost of Services listed above.
2. **Proposed SOA team includes:**
 - a. Jen Hedrick AIA, NCARB Principal in Charge
 - b. Brad Stegemann, AIA LEED AP Project Manager
 - c. Jody Miller, AIA Project Architect
 - d. Chase Johnson BIM Technician
3. **Scope clarification:** The City of Columbia Public Works May 8, 2020 Meeting Notes prepared by Kent Hayes, and enclosed with this proposal, further clarify the Scope of Work.
4. **Under Separate Contract:** The City of Columbia is contracting directly with the following:
 - a. Kenton Brothers for access control design and installation.
 - b. Schindler Elevator for modifications to the elevator controls.
5. **Additional Services:** Services not specifically listed above are considered Additional Services, the cost of which will be negotiated with the City as identified and deemed necessary. Possible Additional Services include, but are not limited to the following:
 - a. Phasing Plans to implement the project(s)
 - b. Renderings of proposed finished spaces
 - c. Consideration of additional departments beyond the five listed in the Space Programming section above
 - d. Full building code analysis
6. **Meetings:** SOA includes 6 meetings to execute the process as described above. If City of Columbia requires additional meetings or presentations, those can be conducted as an Additional Service as follows:
 - a. SOA: \$600 per additional meeting.
 - b. J-Squared Engineering: \$400 per additional meeting.
7. **Invoices/Payments:** Invoices will be issued the first week of each month for work completed the month prior. SOA's Hourly Rate Schedule – 2020 is attached. Payments are due and payable twenty-one (21) days from the date of the invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1.5% monthly.



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.413.1407

www.soa-inc.com

8. **Agreement fulfilment:** Upon delivery of the Programming Study deliverables the terms of this proposal are fulfilled. If it is determined that the project is viable, and City of Columbia would like to consider continuation of services with SOA, we will submit a proposal for the continuation of services at that time.

We express sincere gratitude to the City of Columbia for this opportunity to partner with you. **SOA offers a proven team with a successful process, and Programming study experience and commitment to your project.** We await the opportunity to learn more about the City's goals and lead you in attaining a new way of serving the public. If you have any questions or concerns regarding this proposal, please call.

Respectfully submitted,



Jen Hedrick AIA, NCARB
President / Principal in Charge



Brad Stegemann AIA, LEED AP
Associate Principal / Project Manager

Enclosures: SOA Hourly Rates Schedule – 2020
J-Squared Engineering Fee Schedule – 2020
City of Columbia Public Works May 8, 2020 Meeting Notes by Kent Hayes
City of Columbia Public Works May 6, 2020 Meeting Notes by Kent Hayes
(Elevator No. 1 and Door Fob Access Control)



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 108
Columbia, MO 65202
573.413.1407

www.soa-inc.com

HOURLY RATES SCHEDULE – 2020

Effective January 1, 2020, through December 31, 2020

Principal	\$185.00 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



Architecture
Interior Design
Planning
Sustainability

2801 Woodard Drive
Suite 103
Columbia, MO 65202
573.443.1407

www.soa-inc.com



J-Squared Engineering Fee Schedule

Principal - \$135/hr.

Jeremy Patrick

JP Watson, PE

Project Engineer - \$95/hr.

Andrew White

Ryan Jones

Drafting (Provided through Outline & Associates Or B&D Precision Drafting Services) - \$65/hr.

Devin Snodgrass

Brad Mann



May 08, 2020

Meeting Notes


RE: Payment Centers Discussion City Hall Public Interface Access
Conference Room 2A 10:00 AM

Present: De'Carlton Seewood, Deputy City Manager: Organizer
David Nichols, Director Public Work
Jim Chapdelaine, Director Information Technologies
Kent Hayes, Building Facilities Manager
Matthew Lue, Director Finance – Via Phone
Steven Sapp, Director Community Relations – Via Phone
Timothy Teddy, Director Community Development
David Sorrell, Director City Utilities – Asked to join after meeting started

City is establishing procedures to better support a Covid-19 era social distancing environment. To support this, public access will be limited in the City Hall facility outside the 1st Floor and the Mezzanine level in the historic Daniel Boone Lobby. Public access to outside these areas will have access control measures in place so that visitors will need to be scheduled and accompanied by staff to any space outside the controlled areas. Starting Monday May 11, 2020 City Hall is undertaking a soft opening (not announced) by unlocking the main entrance by the keyhole. Monday May 18, 2020 City Hall is planning to announce opening to public. Existing access control systems will require key FOBs activation at elevators and stair way doors by staff. Elevator #1 (in DB Lobby) currently not equipped with access control but work is under way to determine ability and cost to put in place. Tuesday this elevator was taken out of service in preparation of the opening. Four doors accessing the DB Historic Lobby Mezzanine / stairs areas are also breaches in preventing travel outside the limited areas. They are not equipped with access control but work is under way to determine ability and cost to put in place. Signage is being placed and stanchions / belt, rope barriers are being acquired to place at doors and steps to discourage non-staff travel. Other Departmental actions are being implemented to this access control.

In addition to temporary procedures above and Departmental actions the City shall look at the location services are delivered and what permanent functional changes are required to better support Covid-19 social distancing environment. Below is a summary of the program functions discussion to help renovation options to guide the process.

- Objectives:**
1. Improve building / work space conditions in response Covid-19 social distancing environment.
 2. Establish how to contain most citizen / staff interactions to the first and mezzanine levels of City Hall.
 3. Prepare actionable facilities renovations plan and budget by December of 2020.

 573.874.2489
573.874.7266 fax

 701 E. Broadway, P.O. Box 6015
Columbia, Missouri 65205

 CoMo.gov

Our vision: Columbia is the best place for everyone to live, work, learn and play.

Meeting Notes

RE: Payment Centers Discussion City Hall Public Interface Access

Page 2 of 3

Program Functions to be located on lower levels:

Community Development

1	Building, Rental Permit issuance	Currently @ 3 rd floor transaction counter. Rotate staff in transaction work stations, (2 seats preferred can make 1 work) to interact with customers across counter, back of house or way in out for quick Sr. Building Inspector access to staff for quick technical questions.
2	Document Drop off	Currently @ 3 rd floor transaction counter. Staff from 3 rd floor to come down to collect possible at information desk?
3	Volunteer Program Distribution	Currently @ 5 th floor hallway.

Community Relations

1	Utility Customer Service (UCS)	Currently @ 1 st DB Lobby. 7 transaction stations 4 west side 3 east side. Get by with 4 total transaction windows. Cashier training underway. Existing space layout tight for maintaining distances. Wayfinding to correct locations needs improvements. Need to consider automated service kiosks possibilities.
---	--------------------------------	--

Finance

1	Treasury Cashiers	Currently @ 1 st DB Lobby. 4 walk in transaction stations, 1 drive by and 1 pneumatic tube transaction stations. Existing space layout tight for maintaining distances.
2	Business License	Current @ 5 th floor 1 transaction station.

Public Works

1	Parking permits & bags	Currently @ 3 rd floor. 1 transaction station.
---	------------------------	---

City Utilities

1	Water & Electric Service Applications	Currently @ 4 th floor. 2 locations. Can be 1 transaction station.
2	R1- R2 Plot Plans	Currently @ 4 th floor. 1 location. Commercial Plot Plan more for back of house activity.

Discussed existing areas available for reconfiguration, see the attached sheets highlighted yellow for consideration. Not sure if current under-utilized Council's two offices and conference room space, by the information desk and the Council's break area to the east of the Council Chambers would be optimal for re-allocation of use. Some of the space being utilized as storage and receiving by the non-functioning freight elevator is available by garage door access and future trash / recycling chute plans need to be maintained.

Next steps:

1. Department Directors validate the program above.
2. Engage professional architectural & engineering services for planning, and design development services to facilitate the preparation of options, reports opinions of cost for consideration and approval.

May 08, 2020

Meeting Notes

RE: Payment Centers Discussion City Hall Public Interface Access

Page 3 of 3

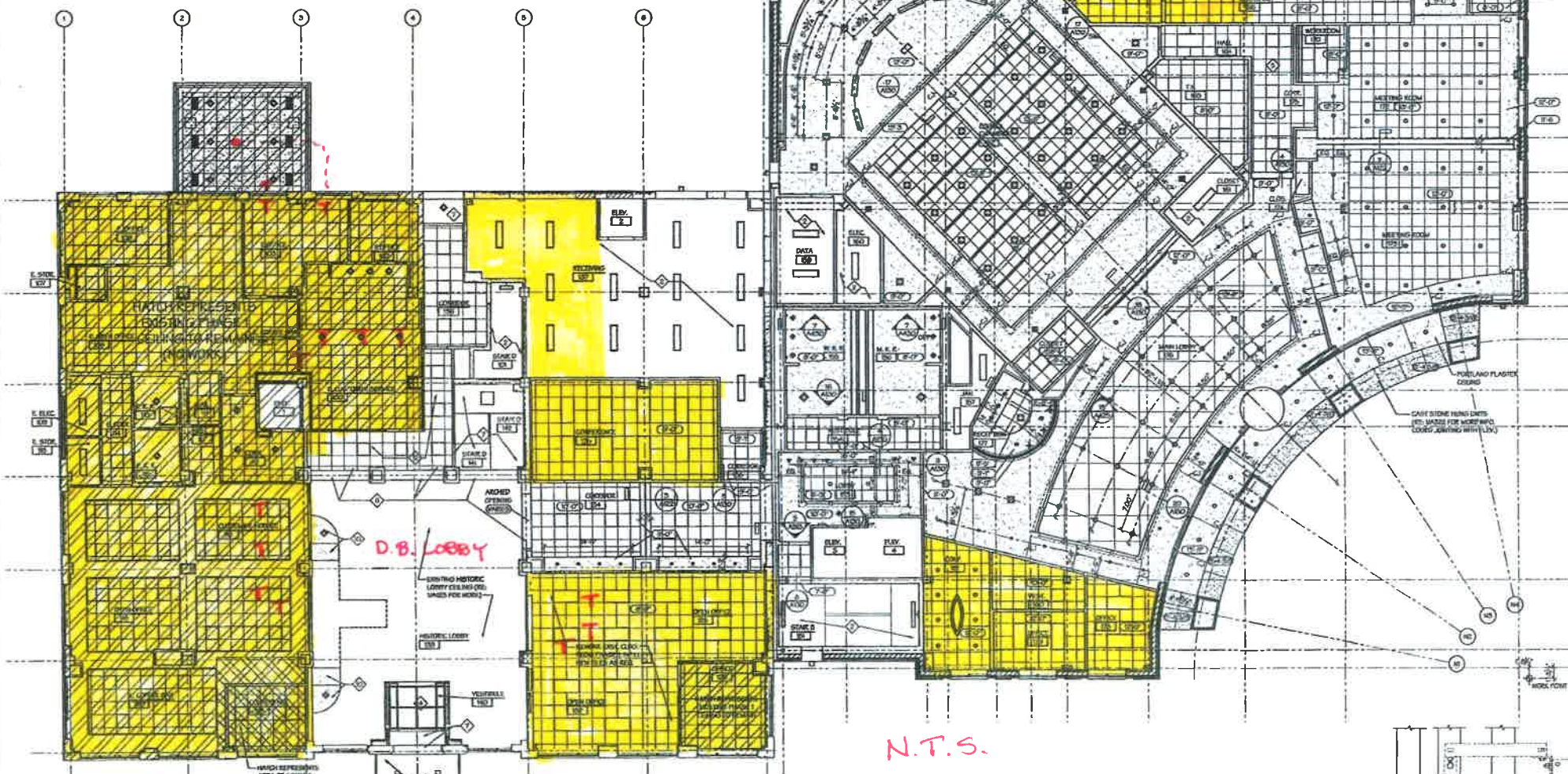
These notes are the understanding of discussions that took place. Actions are taking place resulting from the discussions. Please advise the writer any changes, corrections and or additions required to these notes and the attachments.

Kent Hayes
Building Facilities Manager

Attachments: First Floor Plan
Mezzanine Floor Plan

L:\00021 Public Buildings Major Maintenance\00766 City Hall\Public Interface Access\Meeting 2020-05-08 Kick Off.docx

- ENDANT FIXTURE (20' ELEC. DIMS)
 - TRAC (20' ELEC. DIMS)
 - ENDANT FIXTURE (20' ELEC. DIMS)
- DO PATCH & REPAIR AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION.
 FOR HEIGHTS & LOCATIONS OF LIGHT FIXTURES IN HISTORIC LOBBY SEE SEE A428.
- DO NOT ALLOW ANY FANULUM FROM THIS FLOORING.
 - PROVIDE NEW FLUORESCENT LIGHTS IN EXIST PLASTIC SOFFIT UNDER STAIR. LIGHTS IN WALLS BORED BY STONE TO REMAIN PART EXIST SOFFIT.
 - NEW BUSHPOLE PREPARED METAL SOFFIT.
 - LAY-IN ACCIDENTAL CEILING TO BE 7" ABOVE HEIGHT OF EXIST. ADJACENT SOFFIT.



N.T.S.

Payment Center City Hall Public Interface
 First Floor - Replaced Existing Plan
 MAY 08, 2020



May 06, 2020

Meeting Notes

RE: Elevator #1 & Door FOB Access Control
DB Lobby Mezzanine 1:00 PM

Present: Mark Neckerman, Asst Director Information Technologies: Organizer
Stacy Wessing, Keeton Brothers
De'Carlton Seewood, Deputy City Manager
David Nichols, Director Public Work
Kent Hayes, Building Facilities Manager
Steven Sapp, Director Community Relations
Kent Branson, Supervisor Building & Grounds

City is establishing procedures to better support a Covid-19 era social distancing environment. To support this, public access will be limited in the City Hall facility outside the 1st Floor and the Mezzanine level in the historic Daniel Boone Lobby. Public access to outside these areas will have access control measures in place so that visitors will need to be scheduled and accompanied by staff to any space outside the controlled areas. Starting Monday May 11, 2020 City Hall is undertaking a soft opening by unlocking the main entrance by the keyhole. Monday May 18, 2020 City Hall is planning to announce opening to public. Existing access control systems will require key FOBs activation at elevators and stair way doors by staff.

Elevator #1 (in DB Lobby) currently not equipped with access control but Kent Branson has requested Schindler Elevator to check if modifications can be made to the control system for access controls similar to elevators #3 & #4. Cost will be needed to be determined for improvement. In the meantime this elevator is being taken out of service. Provide access controls and FOB reader to operate like elevators #3 & #4.

Four doors accessing the DB Historic Lobby Mezzanine / stairs areas are also breaches in preventing travel outside the limited areas. They are not equipped with hardware for access control operation. Keeton Brothers to determine ability and cost to put in place. Steve Sapp will arrange for temporary signage, stanchions / belt, rope barriers to be place at doors and steps to discourage non-staff travel.

Cost numbers and the permanent scope of work to be included in project and approved for COVID-19 funding.

See the attached plans for doors discussed to be modified per scope below.

Floor Level	Door #	Scope
Basement	B01	Modify hardware and surface mount raceway & FOB reader to restrict access coming from lobby to basement. Temporary barrier to be placed at lobby at top of steps down to door.

Meeting Notes

RE: Elevator #1 & Door FOB Access Control

Page 2 of 2

Floor Level	Door #	Scope
1 st Floor	136	Modify hardware, add magnetic lock, surface mount raceway and FOB reader to restrict access coming from lobby to exit building to north alley. David Nichols advised in discussion w/ John Simon travel distance in lobby to other exit to OK. Exit sign to be removed from lobby. Temporary barrier to be placed at lobby in front of door.
1 st Floor	E101	Modify hardware, surface mount raceway and FOB reader to restrict access coming from lobby or north alley to gain access to Stair D.
1 st Floor	NA	Temporary barriers to be placed in lobby at top of steps down to Basement and two locations steps up to Mezzanine.
Mezzanine	M01	Modify door (change swing) & hardware, surface mount raceway and FOB reader to restrict access coming from Mezzanine to gain access to Stair D. Exit sign to be removed from Mezzanine.
* 2 nd Floor	New	Passage lock with and FOB reader to restrict access coming from Reception 284 to Open Office 282. Add frame & door with large vision area between Reception 284 & Open Office 282, Existing conditions and furniture will likely be required to be moved to facilitate door swing.
* 2 nd Floor	New	Passage lock with and FOB reader to restrict access coming from Reception 284 to Corr. 286. Add frame & door with large vision area between Reception 284 & Corr. 286, Existing conditions and furniture will likely be required to be moved to facilitate door swing.

Note * Added to scope post meeting 05/12/2020

Next steps:

1. Validate the scope above.
2. Complete temporary scope.
3. Obtain pricing from Keeton Brothers for expansion of access control hardware.
4. Incorporate the permanent scope of work as part of project and engage professional architectural & engineering to assist in planning, design & construction.

These notes are the understanding of discussions that took place. Actions are taking place resulting from the discussions. Please advise the writer any changes, corrections and or additions required to these notes and the attachments.

Kent Hayes, Building Facilities Manager

Attachments: Elevator & Door Access Control BSMT, 1st Floor & MEZ dated May 06, 2020
Elevator & Door Access Control 2nd Floor May 12, 2020

NOTION
(TYPES)

06

08

15 PHASE

09B7

17 BY

G.C.

THIN 3" DIAMETER, CORR. DOMESTIC & FIRE SUPPLY LINES TO REMAIN OVER EXTERIOR LEVEL. WATER SERVICE CAN BE BACK-FEED FROM NEW BLDG. G.C. TO COORDINATE APPROPRIATE REQUIRED FINISHING.

PATCH CONC. FLOOR SLAB TO MATCH ADJACENT SLAB.

INFILL 4" DEEP (APPROX.) RECESSED SLAGGEMENT AREA TO CREATE LEVEL FINISH. RE. DET. GRASS & STRUCT. DRWG.

INFILL SLAB RE. DET. MANSARD & STRUCTURAL PLAN.

ORIGIN HATCHED AREA REPRESENTS LIMITS OF NEW 5TH FLOOR INFILL.

PRE-FABRICATED INSULATED GLASS & ALUMINUM SCLIGHT. (TYP.) (RE. SPEC.)

EXISTING STRUCTURE TO REMAIN

REPAIR FLOOR SLAB AND STRUCTURE WHERE HATCH ISSUED AND MATCH LEVEL WITH EXISTING ROOF (RE. STRUCT. DRWG.)

NEW REFINISHED OG GUTTER, DOWNSPOUT, AND SPLASH PAN

NEW ROOF DRAIN TO REPLACE EXIST. ROOF DRAIN. (RE. PLAN DRWG.)

OVERLAP & ROD (RE. 180450)

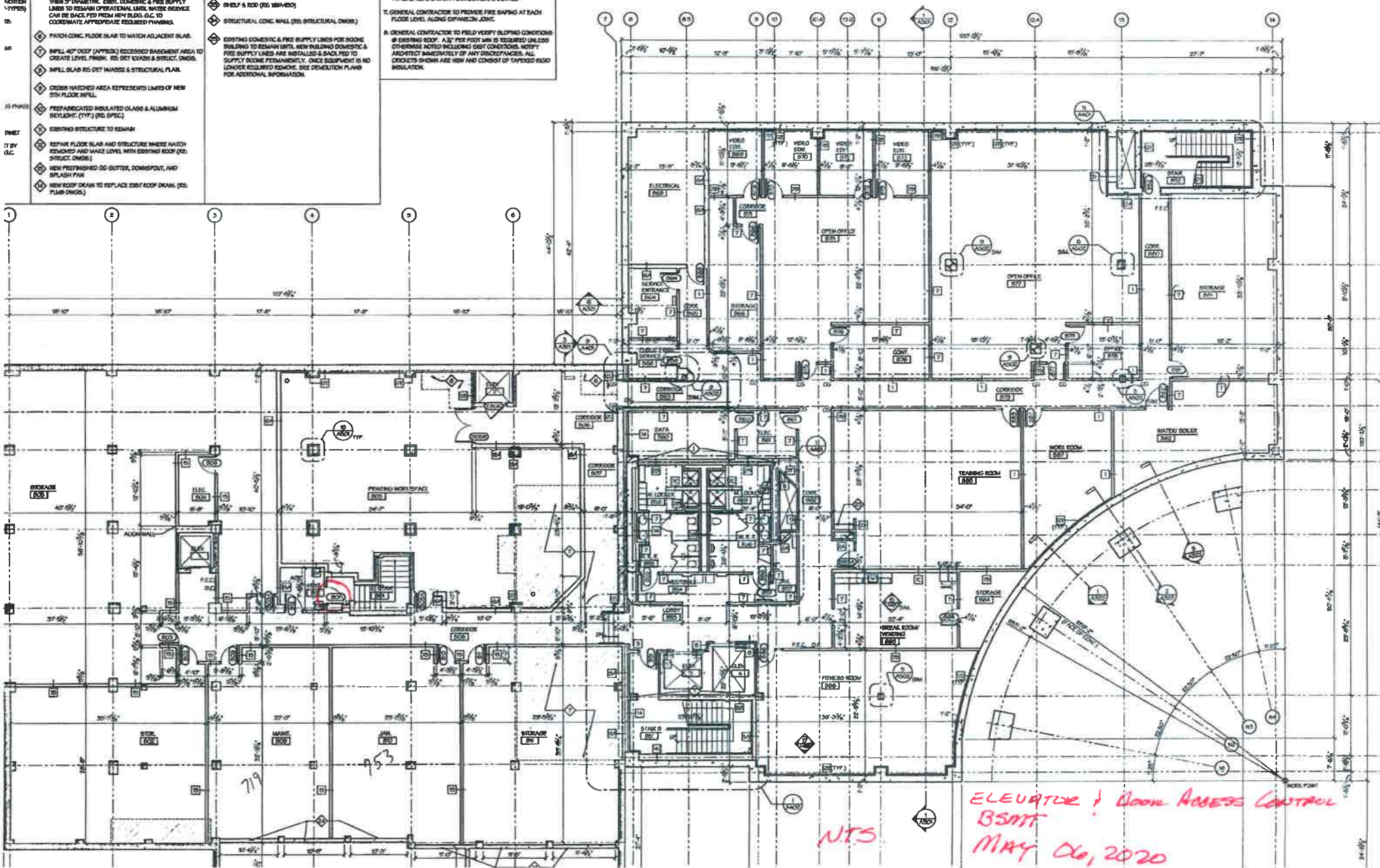
STRUCTURAL CONC. WALL (RE. STRUCTURAL DRWG.)

EXISTING DOMESTIC & FIRE SUPPLY LINES FOR DOONE BUILDING TO REMAIN UNITS. NEW BUILDING DOMESTIC & FIRE SUPPLY LINES ARE INSTALLED & SLOTTED TO SUPPLY DOONE PERMANENTLY. ONCE EQUIPMENT IS NO LONGER REQUIRED REMOVE. SEE DEMOLITION PLANS FOR ADDITIONAL INFORMATION.

TYPICAL RE: SEARCH FOR ADDITIONAL DETAILS

T. GENERAL CONTRACTOR TO PROVIDE FIRE SAFING AT EACH FLOOR LEVEL, ALONG EXTERIOR DR. CONC.

R. GENERAL CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS @ EXISTING ROOF. A 2" FIRE FOOT MIN. IS REQUIRED UNLESS OTHERWISE NOTED INCLUDING EXIST. CONDITIONS. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES. ALL CIRCULETS SHOWN ARE NEW AND CONSIST OF TAPERED 8000 INSULATION.



NTS

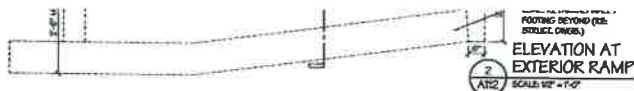
ELEVATOR & DOOR ACCESS CONTROL
BSMT
MAY 06, 2020

- 1. 1 1/2" DIA. CONC. & FIRE SUPPLY LINES TO REMAIN OPERATIONAL UNLESS WATER SERVICE CAN BE BACK FED FROM NEW BLDG. G.C. TO COORDINATE APPROPRIATE PHASING.
- 2. PATCH CONC. FLOOR SLAB TO MATCH ADJACENT SLAB.
- 3. HELL 4" DEEP (APPROX) RECESSED BASEMENT AREA TO CREATE LEVEL FINISH. RE-SET EXIST. & STRUCT. DWGS.
- 4. HELL SLAB RE-SET MARKS & STRUCTURAL PLAN.
- 5. CROSS HATCHED AREA REPRESENTS LIMITS OF NEW 5TH FLOOR RAMP.
- 6. PREFABRICATED INSULATED GLASS & ALUMINUM SKYLIGHT (TYP) (RE SPEC).
- 7. EXISTING STRUCTURE TO REMAIN.
- 8. EXIST. FLOOR SLAB AND STRUCTURE WHERE HATCH REMOVED AND MAKE LEVEL WITH EXISTING ROOF (RE: STRUCT. DWGS).
- 9. NEW RECESSED DO-GUTTER, DOWNSPOUT, AND SPLASH PAN.
- 10. NEW ROOF DRAIN TO REPLACE EXIST. ROOF DRAIN (RE: FLAT DWGS).
- 11. SHELF & RUD (RE: BMA-007)
- 12. STRUCTURAL CONC. WALL (RE: STRUCTURAL DWGS)
- 13. EXISTING CONC. & FIRE SUPPLY LINES FOR ROOMS WILL REMAIN TO REMAIN UNLESS NEW BUILDING DOMINATE & FIRE SUPPLY LINES ARE INSTALLED & BACK FED TO SUPPLY ROOMS PERMANENTLY. ONLY EQUIPMENT IS NO LONGER RECEIVED REMOVED. SEE EDUCATION PLANS FOR ADDITIONAL INFORMATION.

1. 1 1/2" DIA. CONC. & FIRE SUPPLY LINES TO REMAIN OPERATIONAL UNLESS WATER SERVICE CAN BE BACK FED FROM NEW BLDG. G.C. TO COORDINATE APPROPRIATE PHASING.

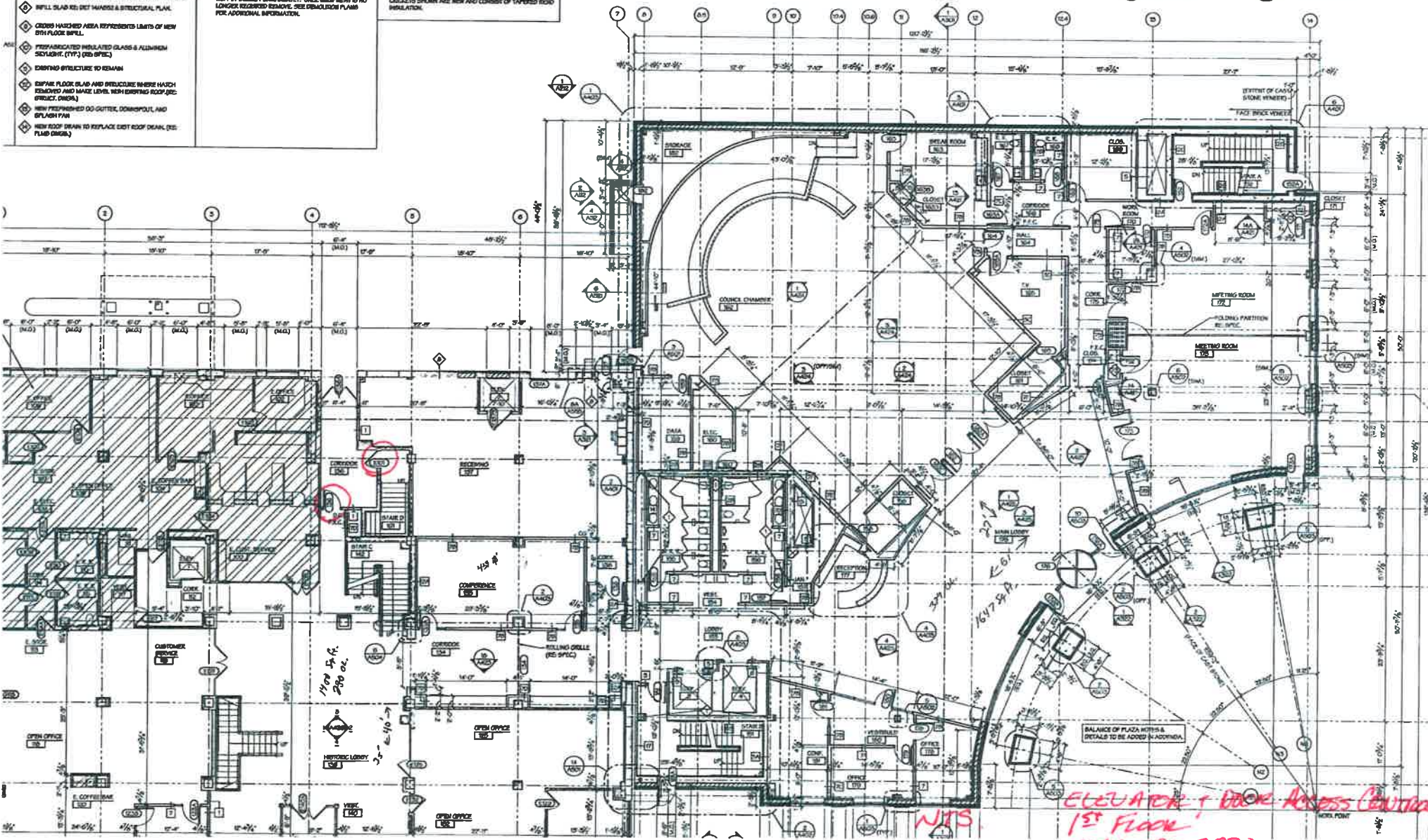
2. GENERAL CONTRACTOR TO PROVIDE FIRE SAVING AT EACH FLOOR LEVEL ALONG EXPANSION JOINT.

3. GENERAL CONTRACTOR TO FIELD VERIFY SLOPING CONDITIONS @ EXISTING ROOF. A 1/4" PER FOOT MIN IS REQUIRED UNLESS OTHERWISE NOTED INCLUDING EXIST. CONDITIONS. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES. ALL CONDITIONS SHOWN ARE NEW AND CONSIST OF TAPERED ROOF INSULATION.



SECTION AT BOLLARD
SCALE: 1/2" = 1'-0"

SECTION AT RETAINING WALL
SCALE: 1/2" = 1'-0"



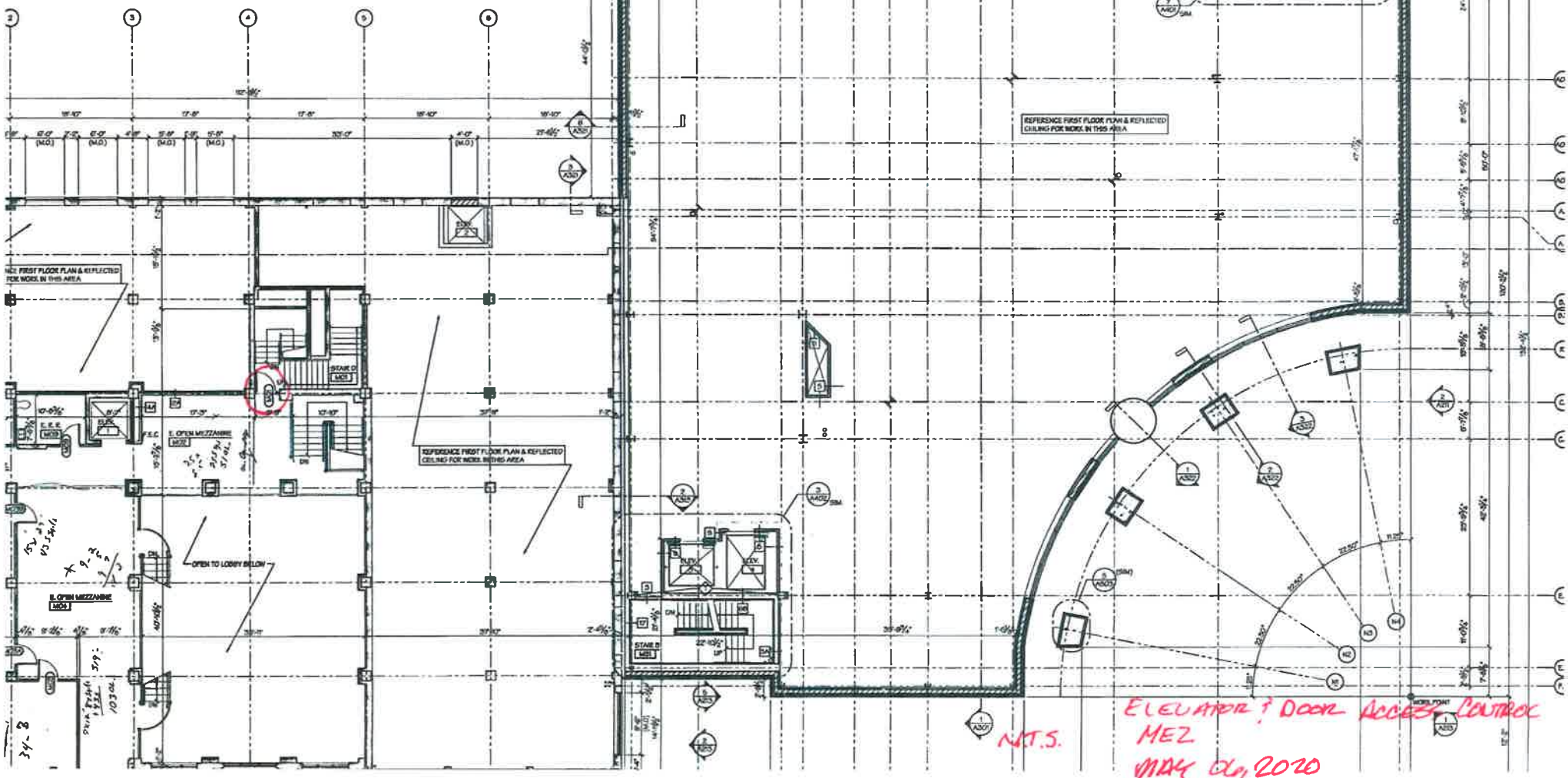
*ELEVATOR + DOOR ACCESS CENTER
1st Floor
11/4/20 04, 2020*

N.T.S.

- E SLAB TO MATCH ADJACENT SLAB.
- F (P) RECESSED EMBASEMENT AREA TO SH. RE: DET. IG&A & STRUCT. DWGS.
- T 1/4" RISER & STRUCTURAL PLANK.
- REA REPRESENTS LIMITS OF NEW
- ISOLATED GLASS & ALUMINUM (IS:APG)
- RE TO REMAIN
- S AND STRUCTURE WHERE HATCH (RE) CE LEVEL WITH EXISTING ROOF (RE).
- GG GUTTER, DOWNSPOUT, AND
- D REPLACE EXIST ROOF DRAIN (RE)

EXISTING DOMESTIC & FIRE SUPPLY LINES FOR BOONE BUILDING TO REMAIN UNTIL NEW BUILDING DOMESTIC & FIRE SUPPLY LINES ARE INSTALLED & BACK FEE TO SUPPLY BOONE PERMANENTLY. ONCE EQUIPMENT IS NO LONGER REQUIRED REMOVE. SEE DEMOLITION PLANS FOR ADDITIONAL INFORMATION.

A. GENERAL CONTRACTOR TO FIELD VERIFY SLOPING CONDITIONS @ EXISTING ROOF. A 3" PEE FOOT MIN IS REQUIRED UNLESS OTHERWISE NOTED INCLUDING EXIST CONDITIONS. NOTIFY ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES. ALL CHECKETS SHOWN ARE NEW AND CONSIST OF TAPERED ROOF INSULATION.



REFERENCE FIRST FLOOR PLAN & REFLECTED CEILING FOR WORK IN THIS AREA

REFERENCE FIRST FLOOR PLAN & REFLECTED CEILING FOR WORK IN THIS AREA

*ELEVATOR + DOOR ACCESS CONTROL
MEZ
MAY 06, 2020*

N.T.S.

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.

Company ID Number: 193450

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).

Company ID Number: 193450

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

Company ID Number: 193450

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.

Company ID Number: 193450

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

Company ID Number: 193450

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

Company ID Number: 193450

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

Company ID Number: 193450

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

Company ID Number: 193450

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

Signature

02/25/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/25/2009

Date



Company ID Number: 193450

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:

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



[Click any icon 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 Expiring 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](#)

**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 J-Squared Engineering LLC (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: 1437571

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: 1437571

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

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

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

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

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

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

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

Company ID Number: 1437571

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

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

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

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

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

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

Company ID Number: 1437571

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

Company ID Number: 1437571

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

Company ID Number: 1437571

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

Company ID Number: 1437571

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,

Company ID Number: 1437571

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

Company ID Number: 1437571

Approved by:

Employer J-Squared Engineering LLC	
Name (Please Type or Print) James P Watson	Title
Signature Electronically Signed	Date 08/06/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/12/2019

Company ID Number: 1437571

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	J-Squared Engineering LLC
Company Facility Address	2401 Bernadette Dr Suite 201 Columbia, MO 65203
Company Alternate Address	
County or Parish	BOONE
Employer Identification Number	831980943
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1437571

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

Name Jeremy A Patrick
Phone Number (573) 234 - 4492 ext. 102
Fax Number
Email Address Jeremy@j-squaredeng.com

Name James P Watson
Phone Number (573) 234 - 4492 ext. 103
Fax Number
Email Address jp@j-squaredeng.com

Company ID Number: 1437571

Page intentionally left blank