AGREEMENT

For

PROFESSIONAL ENGINEERING SERVICES

Between

THE CITY OF COLUMBIA, MISSOURI

And

GEORGE L. CRAWFORD & ASSOCIATES, INC. (DBA CBB)

THIS AGREEMENT by and between the City of Columbia, Missouri (hereinafter called "City"), and **George L. Crawford & Associates, Inc. (dba CBB)** (hereinafter called "Engineer"), is entered into on the date of the last signatory noted below (the "Effective Date").

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

Route B Road Safety Audit

(Description of Project)

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

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

SECTION 1 ~ AUTHORIZATION OF SERVICES

- 1.1 Engineer shall not undertake to begin any of the services contemplated by this agreement until directed in writing to do so by City. City may elect to authorize the Project as a whole or in parts.
- 1.2 Authorized work may include services described hereafter as Basic Services or as Additional Services of Engineer.

SECTION 2 - BASIC SERVICES OF ENGINEER

2.1 General

2.1.1 Perform professional engineering services as set forth in Exhibit A - "Scope of Basic Services," dated **March 21, 2022** (hereinafter referred to as "Scope of Basic Services").

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

Name and Title

Assignment

Shawn Leight P.E., Vice President

Project Management (CBB)

(CBB)

Brian Rensing, P.E. (CBB)

Engineer (CBB)

Austen Johnson, P.E. (Bartlett & West) Project Management (Bartlet & West)

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

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

- 2,2 Engineer shall furnish such periodic reports as City may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred, and any other matters covered by this Agreement.
- 2.3 Engineer shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Agreement and any other records as deemed necessary by City to assure proper accounting for all project funds. These records must be available to City or its authorized representatives, for audit purposes, and must be retained for three (3) years after expiration or completion of this Agreement.

SECTION 3 - ADDITIONAL SERVICES OF ENGINEER

3.1 General

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

3.1.1 Financial Consultation

Consult with City's fiscal agents and bond attorneys and provide such engineering data as required for any bond prospectus or other financing requirements.

3.1.2 Property Procurement Assistance

Provide consultation and assistance on property procurement as related to professional engineering services being performed.

3.1.3 Obtaining Services of Others

Provide through subcontract the services or data set forth in Scope of Basic Services. Engineer is prohibited from holding a retainage on any payment to a subcontractor that provides any services or work on this Project.

- 3.1.4 Preliminary or final engineering design of capital facilities except as specifically identified herein.
- 3.1.5 Preparation of reports, data, application, etc., in connection with modifications to FEMA floodplain definition and/or mapping.
- 3.1.6 Extra Services

Services not specifically defined heretofore that may be authorized in writing by City.

SECTION 4 - RESPONSIBILITIES OF City

- 4.1 Provide full information as to City's requirements for the Project.
- 4.2 Assist Engineer by placing at Engineer's disposal available information pertinent to the assignment including previous reports and other data relative thereto, including the items outlined in Scope of Basic Services.
- 4.3 Guarantee access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform Engineer's services under this Agreement.
- 4.4 Examine all studies, reports, sketches, estimates, Bid Documents, Drawings, proposals and other documents presented by Engineer and render in writing decisions pertaining thereto.
- 4.5 Provide such professional legal, accounting, financial and insurance counseling services as may be required for the Project.
- 4.6 Designate **Krista Shouse-Jones, Vision Zero Coordinator Project Manager and Richard L. Stone II, P.E. Engineer**, as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement. The City's designated representative may be changed during the duration of this Agreement by written notice from the City Manager, or City Manager's designee, to Engineer.

- 4.7 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in the Project.
- 4.8 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 4.9 Furnish Engineer data such as probings and subsurface explorations, with appropriate professional interpretations; property, boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; and other special data or consultations, all of which Engineer may rely upon in performing his services under this Agreement.

SECTION 5 - PERIOD OF SERVICE

- 5.1 This Agreement will become effective upon the first written notice by City authorizing services hereunder.
- 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.
- Services shall be started within 10 calendar days of Notice to Proceed and completed within **190** calendar days from the issuance of the Notice to Proceed. City shall have the right to establish performance times for individual phases or elements of the Project by delivering a written schedule setting out the performance times to the Engineer.

SECTION 6 - PAYMENTS TO ENGINEER

- 6.1 Amount of Payment
- 6.1.1 For services performed, City shall pay Engineer the sum of amounts determined as follows:
- 6.1.1.1 For time spent by personnel, payment at the hourly rates indicated in the "Schedule of Hourly Labor Billing Rates" (attached). Such rates include overhead and profit. The schedule may be revised annually if the term of this Agreement exceeds one (1) year. To be effective, any revision in the Schedule of Hourly Labor Billing Rates shall be provided by Engineer to City as least thirty (30) days prior to work performed under this Agreement to which such rates apply.
- 6.1.1.2 For outside expenses incurred by Engineer, such as authorized travel and subsistence, commercial services, and incidental expenses, the cost to Engineer.

- 6.1.1.3 For reproduction, printing, long-distance telephone calls, company vehicle usage, testing apparatus, computer services and computer-assisted drafting (CAD), amounts will be charged according to the Engineer's standard rates in effect at the time service is provided.
- 6.1.1.4 For professional services rendered by others as subcontractor(s) to Engineer such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by City, will be billed at the cost to Engineer.
- 6.1.1.5 For time spent by outside individual professional consultants employed by Engineer in providing services to City, the cost to Engineer. Expenses incurred by such outside consultants in service to City shall be reimbursable in accordance with 6.1.1.2 above.
- 6.1.1.6 Total payment for Scope of Basic Services and all other expenses and costs to City under this Agreement and described herein **shall not exceed \$128.738.90**.
- 6.2 Payments
- 6.2.1 Engineer shall submit an invoice for services rendered to City not more than once every month. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Engineer for the services rendered, provided City does not contest the invoice.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 Insurance

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

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

<u>Professional Liability</u> Engineer agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000

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

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

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

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

Additional Insured Engineer agrees to endorse City as an Additional Insured with a CG 2026 Additional Insured – Designated Person or Organization endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read "City of Columbia."

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

endorsement, or voids coverage should Engineer enter into such an agreement on a preloss basis.

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

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

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

7.2 Professional Responsibility

7.2.1 Missouri Licensure & Certificate of Authority

Engineer certifies that it is currently in compliance, and agrees to maintain compliance for the duration of this Agreement, with all licensure requirements of the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects (hereinafter "APEPLSPLA") to practice in Missouri as a professional engineer as provided under chapter 327 of the Missouri Revised Statutes. To the extent required by Section 327.401 of the Missouri Revised Statutes, Engineer understands and agrees that the person personally in charge and supervising the professional engineering services of Engineer under this Agreement shall be licensed and authorized to practice engineering in Missouri, and that Engineer will keep and maintain a valid certificate of authority from APEPLSPLA.

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

7,2,4 Professional Oversight Indemnification

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

7.3 Estimates and Projections

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

7.4 On-Site Services

Project site visits by Engineer during construction shall not make Engineer responsible for construction means, methods, techniques, sequences or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.

7.5 Changes

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

7.6 Suspension of Services

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

7.7 Termination

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

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

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

7.8 Publications

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

7.9 Nondiscrimination

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

7.9.1 Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, or gender identity. Engineer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or

any other protected category designated by local, state, or federal law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Engineer agrees to post notices in conspicuous places, available to employees and applicants for employment.

- 7.9.2 Engineer shall, in all solicitation or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, ancestry, marital status, disability, sexual orientation, gender identity or expression, or any other protected category designated by local, state, or federal law.
- 7.9.3 Engineer shall comply with all provisions of local, state and federal laws governing the regulation of equal employment opportunity including Title VI of the Civil Rights Act of 1964.

7.10 Successor and Assigns

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

7.11 Rights and Benefits

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

7.12 Compliance with Local Laws

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

7.13 Law; Submission to Jurisdiction Governing

This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

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

- 7.14.2 As a condition for the award of this Agreement, Engineer shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Engineer shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 7.14.3 Engineer shall require each subcontractor to affirmatively state in its contract with Engineer that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Engineer shall also require each subcontractor to provide Engineer with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- Missouri Anti-Discrimination Against Israel Act: To the extent required by Missouri Revised Statute Section 34.600, Engineer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00) or to contractors with fewer than ten (10) employees.

7.16 No Waiver of Immunities

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

7.17 Counterparts and Electronic Signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

7.18 Agreement Documents

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

<u>Exhibit</u>	<u>Description</u>
Α	Scope of Work
В	Hourly Fee Schedule

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

7.19 Entire Agreement

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

[SIGNATURES ON FOLLOWING PAGE]

CITY OF COLUMBIA, MISSOURI

		Ву:	
			City Manager
		Date:	
ATTESTED BY:			
Sheela Amin, City	Clerk		
APPROVED AS TO) FORM:		
	,		
Nancy Thompson,	City Counselor		
CERTIFICATION:	appropriation to which i	it is chai	ove expenditure is within the purpose of the rged, Account No. 44008830-604023 00784 , and calance to the credit of such appropriation sufficient
		Ву:	Director of Finance
			RGE L. CRAWFORD & ASSOCIATES, DBA CBB)
		Ву:	Shun ach -
		Date:	MARCH 23, 2022
ATTEST:			
By: Siane	Minoment e Mikomon	r. V ,	
Name: Drane	e Mipomon	t,	



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 1 of 8

March 21, 2022

Richard L. Stone II, P.E.
Engineering & Operations Manager
Public Works Department
City of Columbia, Missouri
(573) 874 2489
richard.stone@como.gov

Krista Shouse-Jones Vision Zero Coordinator Public Works Department City of Columbia - Missouri (573) 817-6446 krista.shouse-jones@como.gov

Re: Proposal for Road Safety Audit (RSA): RFQUAL 182/2021

Columbia, Missouri

CBB Proposal No. P21-164

Dear Richard Stone and Krista Shouse-Jones,

Per your request, CBB has developed a scope of services, schedule, and fee estimate for the completion of a Road Safety Audit (RSA) for Missouri State Route B/Paris Road corridor in Columbia, Missouri. This Road Safety Audit (RSA) is a formal safety performance examination of Missouri Route B from Oakland Church Road to the intersection with Business Loop 70 East by an independent multidisciplinary audit team. It estimates and reports on potential road safety issues and identifies opportunities for improvements in safety for all road users. The goal of the RSAs is to improve safety by considering the elements of the road that may present safety concerns and to what extent, to which road users, and under what circumstances. Ultimately, the RSA will identify opportunities to eliminate or mitigate safety concerns identified.

Consultant Team

The Consultant Team's Project Manager will work with the City of Columbia Project Manager to prepare the RSA. The Consultant Team (Consultant) consists of George L. Crawford & Associates, Inc./dba CBB and Bartlett & West, Inc. The primary roles for each team member are as follows:

- **CBB** Traffic Data Inventory and Collection, Traffic Operational and Safety Analysis, Field RSA, Documentation, and Public/Stakeholder Engagement.
- Bartlett & West, Inc Field RSA, Conceptual Layouts, and Cost Estimation.

Study Area Limits

• Missouri Route B/Paris Road – Between Oakland Church Road to the intersection with Business Loop 70 East, a 5.25-mile-long study corridor.



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 2 of 8

Task 1: Project Management (CBB Lead)

Task 1.1: Cost Control/Invoicing

- <u>Subcontract Administration</u> The Consultant will administer study contracts and subcontracts. CBB will coordinate these efforts with the City of Columbia Vision Zero Coordinator, Krista Shouse-Jones.
- Cost Accounting The Consultant will establish and maintain a cost control system.
- <u>Invoicing</u> The Consultant will prepare invoicing to include progress reports with brief narrative descriptions, financial reports, and expenditures. The reports should provide City of Columbia with sufficient, timely financial and study progress information so that managerial decisions concerning control of various aspects of the study can be made.
- <u>Project Close-Out</u> At the completion of the study, the Consultant will provide City of Columbia a complete summary of all time and resources spent on the project.

Task 1.2: Kick-Off Meeting (CBB & B&W) – The Consultant will collaborate a kick-off meeting consisting of the Consultant team, City of Columbia, and MoDOT Central District Office, if needed. This meeting will be used to introduce the Consultant team members, City Members and MoDOT representatives to discuss the context and scope of the project and advise the consultant team on any specific issues or concerns. The scope and schedule for the RSA would also be shared. A draft RSA Team list would also be developed.

Task 1.3: Coordination/Team Calls (CBB & B&W) – The Consultant will collaborate the city and the consultant team as needed. Monthly updates are expected through the project to share information provide a status update.

Study Task 2: Traffic Operational and Safety Analysis (CBB Lead)

Task 2.1: Obtain & Summarize Traffic Data from Agencies (CBB) – The Consultant team will request and obtain any current and historical traffic data (such as traffic counts, field speed information and signal timing) from the city and/or MoDOT. It is our understanding that MoDOT has some historical data along the corridor but is outdated. CBB would also request any plans for the corridor and specifically the interchange with US 63. This task is expected to help provide base traffic information for the study area.

Task 2.2: Field Counts & Summarize Traffic Data collected (CBB) — The Consultant team will perform manual, turning movement counts during the weekday morning (7:00 to 9:00 a.m.) and weekday afternoon (3:00 to 6:00 p.m.) peak periods of a typical weekday at the following intersections:

- Route B & Oakland Church Road (side-street stop controlled);
- Route B at Brown Station Road-north intersection(signalized);



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- Route B at Waco Road (Signalized);
- Route B at US Highway 63 (two signalized ramp terminals);
- Route B at East Brown Station-south intersection (signalized);
- Route B at Vandiver Drive/Oakland Gravel Rd at Vandiver Drive (signalized);
- Route B at Whitegate Drive/Heriford Road (signalized);
- Route B at Clark Lane (side-street stop controlled); and
- Paris Road at Business Loop 70 East (side-street stop controlled).

The Consultant will collect traffic volume and speed data at four (4) selected locations. Automatic machine traffic counters would be placed at these locations for a period of up to three days to obtain seed data as well as hourly and daily (Average Daily Traffic) traffic flows along the corridor. Two (2) locations are expected on the north half (north of US 63) of the corridor and two (2) locations are expected on the south half of the corridor.

In order to obtain the most accurate traffic data, the Consultant team prefers to perform the traffic data collection efforts when the local schools are on their normal session. Since the University of Missouri (Mizzou) has significant impacts on traffic patterns in Columbia, the data collection efforts will need to be completed before May 6, when Mizzou typical schedule ends and finals start. This task is intended to provide a baseline for the existing conditions and help determine traffic operating issues that may also be contributing to safety issues.

Task 2.3: Engineer Field Observations (CBB) – The Consultant will perform peak period observations of traffic and pedestrian activities within the Study Area during the morning and afternoon peak periods on a typical weekday. Again, it is important that the observations be performed during typical traffic conditions (when the schools are in session) to fully understand typical conditions. This task is expected to help reveal the most prominent traffic and congestion issues such as queueing or obvious speeding and can assist in identifying potential safety issues along the corridor and items that may warrant further investigation.

Task 2.4: Obtain & Summarize Safety Data (CBB) – The Consultant will obtain the most current five years of crash data to analyze crash patterns. The years of 2016 to 2020 are expected to be used in the historical crash summaries. Historical crash data will assist in identifying crash patterns, severity, trends, hour of day, day of the week, month of the year, etc. Summaries will be made in a tabular and graphical format. The Consultant will request permission from MoDOT to use their crash database to obtain the crash data including summaries as well as crash reports.

This task is expected to help understanding where crashes are occurring, the types of crashes that are occurring and other important crash trends as it related to historical crash data. This knowledge is important to keep the detailed field inspections efficient.



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 4 of 8

Task 2.5: HSM Analysis (CBB) – The Consultant will develop a Highway Safety Manual (HSM) predictive safety model using the HSM spreadsheets. Additionally, the 2018 MoDOT Calibration factors as well as the historical crash data obtained in Task 2.4 will be used to help "calibrate" the model to state and local conditions. HSM models will be generated for the exiting (existing geometric conditions and existing volumes), Future No-Build (existing geometric conditions with increased volumes) and various Future Build scenarios based on potential safety improvements (countermeasures). This task will compare how the corridor is currently operating form a safety perspective compared to other similar facilities. This helps to identify the potential for safety improvements and to quantify the potential benefits of specific safety countermeasures. The HSM predictive analysis method will also as well as help determine the cost to benefit ratio of specific countermeasures.

Task 2.6: Forecast Traffic (CBB) – The Consultant will coordinate with the City and MoDOT in the development of traffic forecasts. This process would consider outputs from the regional CATSO travel model, previous studies, historical trend analysis, and anticipated changes to surrounding land use and proposed developments. Forecasts will be "quality checked" to ensure "reasonableness". Forecasts will be developed for one scenario to be determined in coordination with the City and/or MoDOT based upon future anticipated development roadway connections/improvements. The future scenario is typically a 20-year forecast. This task is expected to forecast the future traffic along the corridor so that improvements would also remain beneficial in the future.

Task 2.7: Traffic Analysis (CBB) – The Consultant will evaluate the operating conditions during the AM and PM peak hours at the study intersection identified in Task 2.2 using SYNCHRO 10. Analysis will be completed for both an existing (2022) and future year traffic condition as developed in Task 2.2. SIDRA will be used to evaluate roundabouts if any are considered in the future conditions. The operational analyses would address the efficiency and congestion along the corridor, identify impacts from proposed safety improvements such as the installation of medians or changing flashing yellow arrow signal operations to protected only left turns, and help to determine the need for roadway improvements (designated left-turn lanes/length of right-turn lanes) and/or heightened traffic controls to help provide safe and efficient operations.

Study Task 3: Community Engagement (CBB Lead)

Task 3.1: Online Surveys and Intercept Surveys (CBB) – Two types of surveys will be completed to understand the community's opinions and thoughts for the corridor.

- An online survey will be generated, and an online link will be distributed within the community. The Consultant team will coordinate with City Staff to get survey link out to local partners and employers.
- The Consultant team will coordinate with City Staff to perform intercept surveys for one day. It is expected that the intercept survey would be performed at three different



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 5 of 8

locations and last 2 hour at each location. These intercept surveys would engage the residents using the corridor to understand their concerns and thoughts about the corridor.

This task is intended to understand what the public perceives as the most important issues along the corridor as it relates to their primary mode of transportation and safety.

Task 3.2: Stakeholder meetings (CBB) – The Consultant will hold up to four (4) stakeholder group meetings so that stakeholder groups can provide their comments and concerns related to the Route B corridor. Each meeting is expected to be one hour long in length. Up to two (2) of these meetings will be held in person and the remainder will be held via a virtual conferencing format (Zoom or TEAMS, etc.). The City will assist the Consultant in finding a location for the in-person meetings. The Consultant will coordinate with City staff to develop a list and schedule of the stakeholder groups. Potential stakeholder groups include: Local Motion, City Planning & Public Works, MPO staff, Transit staff, law enforcement, school district representatives, and business owners along the corridor. This task is expected to help understand what the stakeholders think are the most importation issues related to transportation and safety.

Task 3.3: Final Community Meeting/Event (CBB and B&W) — After the completion of the RSA, the Consultant will schedule one final community meeting to showcase the findings/results of the RSA for the Route B corridor. The Consultant will work with City staff on the logistics related to location and inclusion of partners and stakeholders and general public. The final meeting is expected to be an in-person workshop or open hour four hours in length to display and illustrate the results for the RSA to the public. This task is intended to inform the public about the findings of the RSA to the public.

Study Task 4: Field RSA (CBB Lead)

In order to obtain the evaluate the most accurate conditions, Field RSA is expected to begin early September 2022 after the fall semester has begun for the University of Missouri (Mizzou) and Columbia public schools.

Task 4.1: Pre-RSA Field Review Meeting (CBB and B&W) – The Consultant will lead a Pre-RSA Field Review Meeting to inform the RSA Team about the study area, safety issues and safety procedures for the field RSA. The meeting will briefly summarize the existing traffic volumes, operating conditions, geometrics, historical crash data as well as information gathered from the engagement process from the public and stakeholder meetings. The Consultant will generate "Fact Sheets" to be distributed prior to the meeting so that RSA Team participants can review prior to the meeting. This information will help the RSA Team to consider safety issues demonstrated by a pattern of crash occurrence as well as circumstances under which a cause-and-effect link is not so clear or other issues that may not be evident based on review of crash data alone such as sight distance limitations. An agenda would be prepared prior to the meeting



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to ensure that the meeting time is used efficiently. This task is intended to briefly inform the RSA Team about existing conditions and concerns expressed through the engagement process.

Task 4.2: Field RSA Field Reviews (CBB and B&W) — The RSA field review will include comprehensive note-taking with photographs and/or video footage in order to thoroughly document findings in the field. Prompt lists will be used to help the RSA team members to think about the broader issues first and to get into specific details after the more general issues are considered. The prompt lists would prompt RSA members to review design criteria related to road alignment/cross section, barriers, clear zones, drainage, visibility, landscaping, pavement, pavement markings, delineation, signs, lighting, traffic signals, vulnerable users, pedestrian, bicycles, bridges/culverts, parking, heavy vehicles, trains, driveways, intersections and interchanges. The field review team would move through the corridor as a group, location by location. While in the field, issues noted in the pre-review meeting will be considered.

- Based on a preliminary review of the existing crash data, it is anticipated that <u>daylight and</u> <u>nighttime observations/visits will be necessary</u>. Additionally, based on the length of the corridor it is anticipated that a combination of inspection by vehicle and walking will be required.
- Based on the 5.25-mile length of the corridor, the Field RSA scope of work assumes half of the corridor would be observed during the daylight on Day One, a night review of the entire corridor performed on evening of day one and the other half the corridor completed during the daylight on Day 2.
- Should RSA members not be able to complete the full Field Audit during the scheduled day(s), the RSA team member will be encouraged to observe conditions and complete/consider elements on the RSA Prompt List with a focus on safety on their own, preferably before the RSA so that their opinions and ideas can be considered in the RSA evaluation.

This task is intended to identify the safety issues based on field observations during typical conditions.

Task 4.3: Review Meeting to Discuss Risks & Countermeasures (CBB and B&W) - Once the field review is complete, the RSA team will meet again, preferably either same day as field audit or next day, to assess observations and develop suggestions for improving safety issues. The consultant will prepare a post audit discussion guide to keep the discussion on track. This task is intended to review and summarize items identify in the field for a complete analysis.

Study Task 5: Conceptual Drawings and Opinions of Probable Cost (B&W Lead)

Task 5.1 Develop Initial Concept Drawings (B&W) — The consultant will develop high-level conceptual drawings prior to the Field RSA for the RSA team to consider based upon work completed in Task 2. It is anticipated that no more than two (2) overall corridor drawings and three (3) drawings per intersection will be required as a part of this work. These drawings will be completed over aerial photography. No survey will be completed for this work.



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 7 of 8

Task 5.2 Order of Magnitude Cost Estimates for Initial Concepts: The Consultant will provide conceptual order of magnitude cost comparisons for options developed in 5.1.

Task 5.3 Develop Concept Drawing for Preferred Concept: The consultant will develop a concept drawing for the preferred concept showing conceptual geometric changes (only one concept taken to this level).

Task 5.4 Order of Magnitude Cost Estimates for Preferred Concept: The Consultant will develop a conceptual cost estimate for the chosen concept developed in Task 5.3 based on final recommended configuration.

Task 5.5 Revise Drawings/Cost Estimates - The Consultant will revise concepts and cost estimates based on discussions with City and MoDOT.

Study Task 6: RSA Report and Presentation (CBB Lead)

Task 6.1: Draft RSA Report of Finding (CBB) – The Consultant will summarize the safety issues and consider safety improvements. Each safety improvement would identify a potential safety benefit. Optimally, the benefit ranking would attempt to find appropriate Crash Modification Factors (CMF) from either the Highway Safety Manual (HSM) or the CMFClearinghouse to assist in quantifying potential crash reductions but some solutions may not have specific or appropriate CMFs.

The consultant team will coordinate with the City to develop an appropriate procedure for prioritizing the issues and solutions.

- Potential solutions will be identified as low, medium, or high priority.
- Safety enhancements will also identify a likely timeframe such as a short-term, mid-term and long-term.
- High-level costs for improvements and ranked as low, medium or high cost.

Where CMFs are applicable, the costs associated with safety improvements would be compared and a benefit cost analysis would identify is the solutions are cost-effective.

The Consultant will produce a Draft RSA Report of Findings. A succinct RSA report will be generated to document the safety concerns, operational constraints, and suggestion for safety improvements along the corridor. Photographs taken during the site visit that support findings and suggestions will be included in the written report. Overall, the RSA report will remain concise and easy to understand. The document is expected to have several technical appendices that would include: the summarization of the pre-safety audit technical information (summary of safety data, traffic volumes, maps, etc.), meeting agendas and RSA participant list, benefit cost



Scope, Schedule, and Fee Proposal for Road Safety Audit (RSA) Missouri Route B/Paris Road (RFQUAL 182/2021) Columbia, Missouri March 21, 2022 (rev 1) Page 8 of 8

estimates, and other pertinent information. This task is intended to produce a draft document for City Staff to review that summarizes the process and provides safety recommendations.

Task 6.2: Final RSA Report of Finding (CBB) – After the City has reviewed the Draft RSA and provided feedback, the consultant will make final modifications and generate a final RSA.

Task 6.3: Presentations to City and MoDOT (CBB) – The Consultant will conduct two (2) in-person meetings to present the findings of the RSA to the City, Stakeholders and MoDOT. It is anticipated that the City and MoDOT will develop a response to the study recommendations explaining why recommendations will or will not be utilized moving forward. If appropriate, the Consultant will provide a range of short-term/low-cost to long-term/high-cost recommendations, giving the City and MoDOT flexibility in their response.

Project Schedule

We anticipate schedule milestones as provided in the attached schedule.

Fees

We propose to perform the above scope of services for a fee not to exceed \$ \$128,738.90 as is detailed in the attached fee estimate.

We look forward to working with you on this project. Should there be any questions regarding this proposal, please contact me at (314) 922-3099 or Sleight@cbbtraffic.com.

Sincerely,

Shawn Leight, P.E., PTOE, PTP

Vice President

		Apr-2	22		Ma	y-22			Jun	-22		Jul-2	2		Aug-	22		Sep	o-22		Oct-	22	
Notice to Proceed: April 5, 2022		April	-												Ĭ			•					_
Project Kickoff Meeting																							
	PRE-	-FIELD A	UDI	T ASSESSI	MENT	/EVA	LUATI	IONS				!	•										П
Collect Traffic Counts & Initial Observations (during school)																							
Obtain and Evaluate Safety Data, HSM Prediction Models																							
Summarize and Evaluate Traffic Operating Conditions																							
Preliminary Concept Drawings and Cost Estimates																							
	CON	MUNIT	'Y/S	TAKEHOLI	DER E	NGAG	SEME	NT															
Online and Intercept Surveys																							
Stakeholder Virtual Meetings																							
	FIEL	D RSA																					
Prepare Information for RSA Field Visit																							
Field RSA Team - Pre-Audit Meeting																							
Field RSA Team - Field Audit (during school)																							
Summarize Field Data and Develop Draft RSA																							
Final Concept Drawings and Cost Estimate																							
Draft RSA to City Staff																							
	FINA	ALIZE RS	Α																				
Final RSA																							
Present Findings to City and Stakeholders																							
Final Community/Stakeholder Engagement Event																			[

CBB Fee Colubmbia RSA City of Columbia, MO March 21, 2022 (rev 1)

	СВВ									B&W							
	Principal	Sr Eng III	Sr Plnr I	Project Engr III	Staff Eng III	Jr. Engr	Tech	Total CBB Hours	Total CBB Labor	CBB Direct Costs	Eng IX	Eng V	Eng II	Total B&W Hours	Total B&W Labor	B&W Dire	
	\$ 200.00	\$ 185.00	\$ 165.00	\$ 150.00	\$ 125.00	\$ 115.00	\$ 95.00				\$ 207.00	\$ 157.00	\$ 123.00				
Fask 1: Project Management (Cost Control/Invoicing)								34	\$ 6,420.00	\$ 187.20				16	\$ 1,256.00	\$ 60.	
Task 1.1: Cost Control/Invoicing	2	4						6	\$ 1,140.00	4.77		4		4	\$ 628.00		
Task 1.2: Kickoff Meeting	4	4	4					12	\$ 2,200.00	1 Trip to Columbia		4		4	\$ 628.00	Mileage	
Task 1.3: Coordination/Teams Call	8	8						16	\$ 3,080.00	Columbia		8		8	\$ 1,256.00	1	
ask 2: Traffic Operational and Safety Analysis								215	\$ 28,910.00	\$ 1,886.00				12	\$ 1,680.00	\$ 40.	
Task 2.1: Obtain/Summarize Traffic Data Agencies		1			2			3	\$ 435.00					0	\$ -		
Task 2.2: Obtain/Summarize Historical Safety Data	1	8			24			32	\$ 4,480.00	1				0	\$ -	1	
Task 2.3: Highway Safety Manual Predictive Analysis	2	8			24			34	\$ 4,880.00	Data				0	\$ -	1	
Task 2.4: Field Counts (10 Manual Locations & 2 Speed Locations		4				4	52	60	\$ 6,140.00	Processing and 3 trips to				0	\$ -	Mileage Prints	
Task 2.5: Engineer Field Observation:	8	8		8				32	\$ 5,600.00	Columbia		6	6	12	\$ 1,680.00	PHILLS	
Task 2.6: Forecast Traffic for Future Scenario	1	1		4		4		10	\$ 1,445.00	Columbia				0	\$ -	1	
Task 2.7: Traffic/Synchro Analysi:	2	2		16		24		44	\$ 5,930.00	1				0	\$ -	1	
ask 3: Community Engagement								136	\$ 20,540.00	\$ 1,777.50				8	\$ 1,256.00	\$ 30.	
Task 3.1: Surveys (online & Intersept			32			32		64	\$ 8,960.00	Printing and 5				0	\$ -		
Task 3.2: Steakholder Meetings (2 In-Person and 2 Virtural)	8	8	16					32	\$ 5,720.00	trips to		4		4	\$ 628.00	Mileag	
Task 3.3: Final Comminuty Meeting Worshop/Event (showing recommendations	4	4	16			8	8	40	\$ 5,860.00	Columbia		4		4	\$ 628.00	1	
ask 4: Field RSA								108	\$ 19,020.00	\$ 1,131.00				28	\$ 4,396.00	\$ 100.	
Task 4.1: Pre-RSA Review (Review Existing Data with RSA Team	2	8	. 2	2				14	\$ 2,510.00			2		2	\$ 314.00		
Task 4.2a: Field RSA North (Day	8	8		8				32	\$ 5,600.00	Travel for 4		9		9	\$ 1,413.00	1	
Task 4.2b: Field RSA North&South (Night)	4	4	. 4	4				16	\$ 2,800.00	people to		6		6	\$ 942.00	Mileage Prints	
Task 4.2c: Field RSA South (Day	8	8		8				32	\$ 5,600.00	Columbia		9		9	\$ 1,413.00	PHILLS	
Task 4.3: Discuss Issues & Countermeasure	2	8		2				14	\$ 2,510.00	1		2		2	\$ 314.00	1	
ask 5: Concept Drawings and Cost Estiamtes								0	\$ -					123	\$ 14,769.00		
Task 5.1 Develop Initial Concept Drawing:	5								\$ -		2	8	4	14	\$ 2,162.00	1	
Task 5.2 Order of Magnitude Cost Estimates for Initial Concepts									\$ -		1	2	2	5	\$ 767.00	1	
Task 5.3 Develop Concept Drawing for Preferred Concep									\$ -		2	12	40	54	\$ 7,218.00	1	
Task 5.4 Order of Magnitude Cost Estimates for Preferred Concept									\$ -	1	2	8	24	34	\$ 4,622.00	1	
Task 5.5 Revise Drawings/Cost Estimate	S								\$ -	1		4	12	16	\$ 2,104.00	1	
ask 6: Reports and Deliverables								116	\$ 16,210.00	\$ 307.20				35	\$ 5,373.00	\$ 30	
Task 6.1: Generate Draft RSA Document	4	8		8	8	8	24	60	\$ 7,680.00		1	12	4	17	\$ 2,583.00		
Task 6.2: Final RSA Documen	4	4		4	8	8	8	36	<u> </u>	1 Trip	2	8	4	14		Mileas	
Task 6.3 Presentations to City and MoDO	. 8	. 8	2	2				20	7	p		4		4	\$ 628.00	.,meag	
Total	79	116	102	66	66	88	92	609	\$ 91,100.00	\$ 5,288.90	10	116	96	222	\$ 32,090.00	\$ 260.0	
OTAL FEE									\$ 128,738.90	,							

NOTICE TO VENDORS Section 285.525 – 285.550 RSMo Effective January 1, 2009

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

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of

documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received

from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

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

County of <u>St Louis</u>)
County of <u>St Louis</u>) State of <u>Mussouri</u>)
My name is Serminate R. Yanamanamanot lam an authorized agent of burge L. Crawf
work authorization program for all employees working in connection with services
provided to the City of Columbia. This business does not knowingly employ any person
who is an unauthorized alien in connection with the services being provided.
Documentation of participation in a federal work authorization program is
attached to this affidavit.
Furthermore, all subcontractors working on this contract shall affirmatively state
in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and
shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United
States.
Affiant P Clouder O
SRINIVASA R. YANAMANAMANA Printed Name
Subscribed and sworn to before me this 23 nd day of Manch, 2022.
Diane M. Minomonto Notary Public

DIANE M. MIROMONTI
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOUR!
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES JUN. 18, 2025
ID #13477607



User ID Welcome SYAN1202





Srinivasa Yanamanama. 10:25 AM - 06/24/2014

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Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

Company Information

Company Name: George L. Crawford and Associates, Inc.

View / Edit

Company ID Number: 200504 Doing Business As (DBA) CBB

DUNS Number: 048849038

Physical Location: Mailing Address:

Address 1: 12400 Olive Blvd Ste 430 Address 1: P.O. Box 28727

Address 2: Address 2:

City: Saint Louis City: Saint Louis МО State: State: МО Zip Code: 63141 Zip Code: 63146

SAINT LOUIS County:

Additional Information:

Employer Identification Number: 431014538 Total Number of Employees: 20 to 99

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: 2

View / Edit

View MOU

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov

Accessibility Download Viewers







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 <u>Crawford, Bunte, Brammeier</u> (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).







- 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







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.







- 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







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(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo 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







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







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.
- 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-todate 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







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







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.







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 Crawford, Bunte, Brammeier		
Brad D Brammeier		
Name (Please Type or Print)	Title	
Electronically Signed	03/24/2009	
Signature	Date	
Department of Homeland Security – Veri	fication Division	
USCIS Verification Division		
Name (Please Type or Print)	Title	
Electronically Signed	03/24/2009	
Signature	Date	







1.6.	order Browland Code E Well Brown
Infor	mation Required for the E-Verify Program
Information relating to your	Company:
Company Name:	Crawford, Bunte, Brammeier
Company Facility Address:	1830 Craig Park Court
	Saint Louis, MO 63146
Company Alternate	P.O. Box 28727
	Saint Louis, MO 63146
County or Parish:	SAINT LOUIS
Employer Identification Number:	431014538
North American Industry	
Classification Systems Code:	
Code.	3 -1 1
Parent Company:	Crawford, Bunte, Brammeier
Number of Employees:	20 to 99
Number of Sites Verified	
for:	1
Are you verifying for more to each State:	han 1 site? If yes, please provide the number of sites verified for in
 MISSOURI 	1 site(s)





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

Name: Brad D Brammeier

Telephone Number: (314) 878 - 6644 ext. 28 Fax Number: (314) 878 - 5876

E-mail Address: bbrammeier@cbbtraffic.com

JKNIGHT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/23/2022

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

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

this certificate does not confer rights to the certificate holder in lieu of su	ich endorsement(s).	
PRODUCER	CONTACT Julie Knight	
Charles L. Crane Agency Co.	PHONE (A/C, No, Ext): (314) 444-4817 FAX (A/C, No): (314) 4	144-4970
	E-MAIL ADDRESS: jknight@craneagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Twin City Fire Insurance Co.	29459
		22357
George L. Crawford & Associates, Inc., dba CBB	INSURER C : Hartford Ins Company of the SE	38261
12400 Olive Boulevard, Suite 430	INSURER D : XL Specialty Insurance Company	37885
Saint Louis, MO 63141	INSURER E :	
	INSURER F:	

	George L. Crawford & Assoc	iatos	Inc	dba CBB	INSURER		38261			
	12400 Olive Boulevard, Suite				INSURE	RD:XL Spec	ialty Insura	ance Company		37885
	Saint Louis, MO 63141				INSURER					
					INSURE					
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	CLUSIONS AND CONDITIONS OF SUCH				BEEN R	POLICY EFF	POLICY EXP			
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	If yes, describe under DESCRIPTION OF OPERATIONS below					40/04/0004	40/04/0000	E.L. DISEASE - POLICY LIMIT	\$	
D	Professional			DPR9987364		12/31/2021		Each Claim		5,000,000
ח	Liability			DPR9987364		12/31/2021	12/31/2022	Annual Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Columbia is an additional insured as respects General Liability coverage for work performed by the named insured and if required by written contract.
A waiver of subrogation applies if required by written contract.

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