City of Republic 213 North Main Street Republic, MO 65738 Attn: Laura Burbridge, City Clerk RFQ – Community Development/Public Works Building Architectural Service, Design, & Engineering

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City of Republic Community Development

Public Works Facility







H Design Group Springfield, MO

cover letter

July 31, 2020

City of Republic Attn: Laura Burbridge, City Clerk 213 North Main Street Republic, MO 65738

RE: Request for Qualifications of Architectural, Design, & Engineering Services for a Community Development/Public Works Building for the City of Republic, MO

H Design Group (in association with HDR | Maintenance Design Group, CJD Engineering, Mettemeyer Engineering, and Olsson) is pleased to present our response to your Request for Qualifications regarding our architectural, design, and engineering services for a new community development/public works building. We hope that this Statement of Qualifications will give you a sense not only of what we can do but also what it means to work with us. We are confident in our talented team and proud of the positive relationships we have established over the years through an approach built on inclusion and collaboration.

Within the submitted package you will find extensive examples of work showcasing our team's talents, experience, client relationships, and projects of varying uses, scope, and construction costs. We feel the credentials presented demonstrate the solid foundation upon which the City of Republic, MO can rest its full confidence.

Our proven commitment to community betterment, our passion to create projects with viable, dynamic, and functional spaces, and our enthusiastic, perfectionist attitude make our team ideal for partnership with yours on this important project.

Please feel free to call me personally, either at our office (417-887-6595) or on my cell phone (417-861-3551).

Respectfully Submitted,

Brent M. Stevens, AIA, NCARB hdesigngroup

table of contents

Section 1 – Introduction and Executed Signature Page

Please refer to Page 6 for an overview of hdesigngroup and our sub-consultants: Mettemeyer Engineering, CJD Engineering, Olsson, and HDR | Maintenance Design Group as well as our signed statement.

Section 2 – Qualifications

On Page 8 we have included a description and history of hdesigngroup. For recent experience that demonstrates our current capacity, familiarity, and expertise in completing a comprehensive feasibility study as it relates to the development of a potential new Community Development/Public Works Building, please refer to Pages 9-12. We have successfully designed and administered a wide range of city and county projects of different sizes and complexities. Our unique and specialized skills allow us to complete projects of this nature in a timely and efficient manner. We would like to highlight the St. Charles Public Works Facility that was recently constructed and designed by our team, as well the Wentzville Public Works Facility and the O'Fallon Public Works Facility that are currently in the design phase.

Additionally, our Transit Design Consultant (HDR/MDG) has consulted on hundreds of transit related facilities. They are a nationally recognized company that brings a high level of expertise to the team.

Section 3 – Qualifications of Staff

On Page 14 we have included our team's organizational chart. For a summary of staff qualifications, please refer to Pages 15-21 for our team's resumes which highlight each firm's qualifications and provide details on the proposed team members who will be working on the project. As you will see, our entire team has specialized knowledge and a high level of experience with this project type and process. The bulk of the work engagements will be performed at our office, hdesigngroup. Our office is home to 21 employees and is an inviting and open atmosphere that allows for team collaboration and efficient working practices.

Section 4 - Familiarity/History within the Region

On Page 22 is a list of all relevant engagements hdesigngroup has completed for local government entities within the last five years. For more information regarding the scope of these projects, you can find detailed descriptions on Pages 9-12.

Additionally, Brent Stevens, Principal of hdesigngroup, was a resident in Republic for 18 years and has a strong working relationship with City Officials. Our firm has designed several projects within city limits including: Flat Creek Restaurant, Pinegar Chevrolet Additions, & Remodel, Old Stone Apartments, 60 West (currently under construction), Hart Eye Clinic (currently in permitting phase), Republic Highschool Football Stadium, Soccer and Tennis Facilities, Elementary and Middle School Additions, Early Childhood, and Cox Super Clinic (currently in design).

Section 5 - Architectural Rendering of Building

For architectural renderings of the building, please refer to Pages 23 & 24. Please understand that the design concept included is based on several assumptions. Design should be an inclusive process with the Owner and we would revisit the concept based on Owner feedback, desires, and recommendations to ensure that the final design fits the vision of the City while balancing functional accomodations.

Section 6 – References

For a list of our references, please refer to Page 25.



Section 7 – Technical Approach

Please refer to the Statement of Project Understanding on Page 27 which provides commentary on our understanding of the project and our technical competence. For our Custom Approach and Work Plan, please refer to Pages 28-41 which provide commentary on our capability and capacity to complete the project as well as a detailed outline of project tasks. The key take-away from these sections is our collaborative design process. By utilizing this style, administration, primary users, and staff are all invited into the process and given an opportunity to affect the design as it develops.



Section 8 – E-Verify and Other Information

We have provided the requested information for this section as separate documents in the packet. Please refer to the packet for our E-Verify documentation and a signed affidavit. If chosen for this project, our team will be happy to provide any documentation required.

Introduction

H Design Group in association with CJD Engineering (MEP Engineer), Mettemeyer Engineering (Structural Engineer), Olsson (Civil Engineering) and HDR | Maintenance Design Group (Transportation + Municipal Facilities Design Consultant) are pleased to submit our statement of qualifications in response to the City of Republic's Request for Qualifications of Architectural, Design, & Engineering Services for a Community Development/Public Works Building for the City of Republic, MO.

Over the years hdesigngroup has worked with each of our sub consultants included in this RFQ on a variety of projects. We believe in choosing a strong team that is committed to quality, efficiency, and has a teamwork mindset. We are currently working with HDR | Maintenance Design Group and Mettemeyer Engineering on the City of Wentzville Public Works Facility and we have several other projects in works with CJD Engineering and Olsson Engineering.

The submission of this Statement of Qualifications indicates acceptance by the firm of the stipulations contained in the Request for Qualifications.

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Brent M. Stevens, AIA, NCARB

H Design Group LLC 5039 S National Ave Springfield, MO 65810 Office: 417-887-6595 Cell: 417-861-3551



City Utilities of Springfield Downtown Bus Transit Station

LOCATION: Springfield, MO

About hdesigngroup

When hdesigngroup was established in 2000, we already knew we were here to create relationships. We decided that all our projects would revolve around people, and that the people we work with are not just our clients. This defined approach has shaped the dynamics of our firm both inside and outside the office.

We don't have clients. We have relationships.

When you choose hdesigngroup, you'll be treated as a valued colleague and friend. The people we work with are collaborative partners with whom we share goals, concerns, and ideas.

For those of us at hdesigngroup, this means a team atmosphere—where every voice is heard, and where what is best for the project takes precedence over titles and roles. For our collaborative partners, this means commitment, communication, loyalty, and a determination to bring your vision to life.

Whether the project is residential, commercial, industrial, educational, or retail, hdesigngroup is always looking out for new technologies, sustainable design, innovative site planning, and opportunities to elevate your brand throughout the process.

The result is something beyond the usual designer-client interaction. Together we create spaces where communities can live, learn, work, and play.

Staff Availability

hdesigngroup has 20 employees on staff including six licensed architects. All staff members assigned to this project are immediately available to begin working.

licensed architects 6

- architectural designers 12
 - administrative 2



CONTACT INFORMATION: Brent Stevens, Principal

417.887.6595 brent@hdesigngroup.com

LOCATION:

5039 S National Ave Springfield, MO 65810

City Utilities of Springfield Downtown Bus Transit Station

City Utilities is the sole provider of utilities and public transportation in Springfield. The expanding needs of the Springfield community demanded an expanded and upgraded transfer facility for its public buses. This project created a safe, efficient environment for Springfield's public transportation system. It now includes administrative offices, employee amenities, ticket sales, and passenger waiting/warming areas. Emphasis was placed on sustainable design, safety, and noise reduction.

Improvement areas for the transit center include: accessibility for universal needs and disabilities, ticketing kiosks, a City Utility payment kiosk, large screen televisions for displaying route information, weather, and news updates, Wi-Fi accessibility, bike repair station and bike lockers, drivers' lounge, public USB charging stations, indoor and outdoor seating, and multiple platform bays equipped with technology for displaying route information—all coinciding with the updated bus routes around the city.



City Utilities of Springfield Boonville Campus Maintenance Facility

City Utilities of Springfield needed to expand and implement a long-term acquisition of a larger fleet of vehicles including public buses. This required expansion of a 100-year-old historic building into a modernized campus. The overall goal of the project was to bring the daily functions of CU's bus transit system under one roof. This included fueling, fare retrieval, interior cleaning, bus queuing, bus storage, and bus maintenance. We approached the project utilizing an interactive planning and design process. The upgrades provide secure, climate-controlled storage and maintenance for the fleet of over 40 vehicles and provide solutions to several previous safety concerns. After months of working with the various departments and the end-users of the facility, we proceeded with full construction documents, specifications, cost allocation plans, final budget, FTA Energy Assessment Documents, and a detailed work-around plan.



City of St. Charles Public Works Facility

This LEED certified building allowed the City of St. Charles to consolidate the water department, street department, fleet maintenance, public works, and engineering departments into a unified campus, while also allowing for future growth. The new facility now accommodates administrative personnel, maintenance areas, storage, heavy equipment, and a salt dome with a 4,000-ton storage capacity. Consideration for large vehicular movements, weather emergency plans, overall campus security, interdepartmental sharing, and future expansion were all key factors in the final design of the project.





City of O'Fallon Public Works Facility

The City of O'Fallon engaged our team to complete a Programming Workshop for the existing Public Works Facility Campus. This workshop had the objective of reviewing and evaluating the functional requirements of each department and integrating those needs into the design process. This will ensure a facility design solution which is responsive to the current and future needs of the City of O'Fallon. This task included programming questionnaires, touring and measuring existing facilities, and interviews with each individual department to determine conditions and deficiencies as well as the 25-year projected needs for each department's staff, equipment, and overall facilities. After this information was compiled, analyzed and presented, our team was appointed to follow through with a charrette workshop. The on-site multi-day charette utilized all data gathered, including needs for circulation and proximity relationships, to generate several site layout options that could meet the desired functional requirements. Through collaborative feedback, an ideal design solution was selected to further refine and develop a preliminary construction cost estimate.







Designer I Architect I Project Manager



Consultants



Structural Engineer



MEP Engineer





Transportation + Municipal Facilities Design Consultant

Rob Haik AIA Founding Principal I Architect



FIRM: hdesigngroup

YEARS EXPERIENCE: 26

EDUCATION:

Bachelor of Architecture Drury University

Rob Haik is the founding Principal of H Design Group. His longevity in the architectural field and being raised in the Springfield community have given Rob the opportunity to establish strong ties and gain vast knowledge in the construction industry and region.

Rob's emphasis and educational background of quality design along with his skills as a space planner have allowed him to accomplish creative solutions for a diverse range of clients and building projects. His passion, commitment to excellence, and perfectionist attitude are the qualities that contribute to the success of H Design Group and their continuous client relationships. As Principal of H Design Group, Rob is involved in and oversees all aspects of a project from the initial introductions and planning phases to the final walk-through and opening.

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
City Utilities Bus Transit Center	Springfield, MO
Boonville Maintenance Campus	Springfield, MO
Wentzville Public Works Facility	Wentzville, MO

Brent Stevens AIA, NCARB

Principal I Architect



FIRM: hdesigngroup

YEARS EXPERIENCE: 23 YEARS WITH FIRM: 18

EDUCATION:

Bachelor of Architecture University of Arkansas

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Brent Stevens became a joint Principal of H Design Group in 2001 with the focus of his responsibility in managing the architectural department. Having worked in the architectural field for 22 years, he has vast experience working on civic, themed amusement, religious, and educational projects.

Brent is responsible for the technical and quality assurance of all construction documents. Because of his focus on details and realistic approach of attaining buildable components, Brent has gained a solid reputation within the construction field. It is this solid relationship with contractors, combined with his knowledge and technical skills in construction, that allows success in providing projects that are on time and within budget.

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
City Utilities Bus Transit Center	Springfield, MO
Boonville Maintenance Campus	Springfield, MO
Wentzville Public Works Facility	Wentzville, MO

B. Todd Bolin AIA Principal I Architect



FIRM: hdesigngroup

YEARS EXPERIENCE: 26 YEARS WITH FIRM: 15

EDUCATION:

Bachelor of Architecture University of Kansas

Bachelor of Science in Design / Drafting Missouri State University

Todd Bolin brings over 26 years of project experience into the architectural department. As Principal with hdesigngroup, his ability to manage a wide variety of projects allows him to assist clients through the multitude of steps involved in the programming and building process. Todd's strong construction background and technical skills ensure projects are designed with current construction materials and methods, not to mention having worked with a majority of the major contractors in Missouri, Arkansas, and Oklahoma. Because of his successful involvement with the O'Reilly Family Event Center, the Discovery Center, and the Springfield-Greene County Botanical Center, Todd's knowledge in attaining LEED certification has gained him national recognition regarding his skills and practicality in applying LEED principles.

Furthermore, because Todd's focus is strongly construction related, his participation with any project is utilized to help ensure shorter construction schedules and minimize construction costs at the owner's benefit.

O'Reilly Family Event Center	Springfield, MO
Discovery Center	Springfield, MO
Springfield-Greene County Botanical Center	Springfield, MO

HDR | Maintenance Design Group Transportation + Municipal Facilities

Design Consultant



Tom Rieger Senior Facility Designer

Years Experience: 9



HDR | MDG is an independent specialty consulting firm with a focus on functional planning and design of maintenance facilites. They've successfully met their clients' needs on more than 800 planning/design facility projects over the past two decades, including the Public Works Facility in St. Charles, MO. Their designs increase the efficiency of fleet and other maintenance tasks, optimize onsite storage in designated warehouses, yards, and shops, decrease retrieval times, increase security, and provide safe, funtional, and easily adaptable work environments. Their focus on collaboritive planning allows them to create facilities that are not only functional, but also innovative and sustainable.

Tom Rieger is a Senior Facility Designer with HDR | MDG. He has more than nine years of related experience with maintenance facility design, including more than 80 facility projects for transportation and municipal clients.

His responsibilities include programming, master planning, and equipment selection, specification, and layout for new or renovated facilities, as well as Facility Maintenance Plans to ensure clients continue to operate their facilities with maximum efficiency. Tom is able to commit 25% of his time to this project.

St. Charles Public Works Facility	St. Charles, MO
O'Fallon Public Works Facility	O'Fallon, MO
Iowa City Public Works Facility	Iowa City, IA
Boonville Maintenance Campus	Springfield, MO

Mettemeyer Engineering

Structural Engineer

THE TEAM:



Alan Mettemeyer, PE SE Engineer of Record Years Experience: 19



Branden Warden, PE Project Manager Years Experience: 14



Spencer Bearden Project Engineer Years Experience: 3



Matt Hensley CAD Technician Years Experience: 11



Mettemeyer Engineering, LLC is a locally owned and operated fullservice structural engineering firm that was established in July 2000 by Alan Mettemeyer, PE. Mettemeyer Engineering's team has worked in the Southwest Missouri/Northwest Arkansas area for over 25 years in the Architectural/Engineering and Construction fields. During this time, they have worked hand in hand with hdesigngroup on many projects and have developed a great understanding of the local availability of materials and methods of construction which, in turn, allows Clients/Owners to get the most cost effective system. Mettemeyer prides itself on timely response and economical solutions to architectural creativity. Furthermore, they place service before profit and honor their professional obligations before personal advantage which is critical when working within State Grants/Funding.

City of St. Charles Public Works Facility	Springfield, MO
Greene County Public Safety Coordination Center	Springfield, MO
Botanical Center	Springfield, MO
Carl Junction Community Center	Carl Junction, MO
Stone County Judicial Center Expansion	Galena, MO
City Utilities Bus Lift Building Addition and Transit Wash Bay Remodel	Springfield, MO

Olsson Civil Engineer

THE TEAM:



Jared Rasmussen, PE Vice President / Team Leader | General Civil Years Experience: 17



Jane Earnhart, PLA, ASLA, LEED© GA Vice President / Senior Landscape Architect Years Experience: 34



Ryan Jeppson, PE Senior Engineer | General Civil Years Experience: 20

olsson

Team based and purpose driven, Olsson has more than 1,200 team members in 30 offices across nine states, including Arkansas. They provide complete and comprehensive solutions in the practice areas of land development, landscape architecture and urban planning, building services, water/wastewater, water resources, transportation, environmental resources and compliance, community and municipal services, and field services -- ALL IN HOUSE.

Olsson provides professional services to state, educational, and higher educational facilities. Their firm has 63 years of experience serving higher educational facilities similar to North Arkansas College. Olsson regularly provides project management, project scheduling, design development, LEED documentation, needs assessment, CADD drafting, constructability reviews, design services during construction, master planning, project estimating, specification writing, construction documents, inspection services, environmental documentation and coordination, and construction observation as part of their educational projects.

Greene County Public Safety Center	Springfield, MO
Republic City Hall	Republic, MO
JR Martin Park	Republic, MO
Public Safety Center	Springfield, MO
Missouri National Guard, Aviation and Classification Repair Army Depot	Springfield, MO
Kansas Army and Air National Guard, Pratt Military Vehicle Storage Compound Expansion	Pratt, KS

CJD Engineering MEP Engineer

THE TEAM:



Ryan Jones, PE Principal Years Experience: 20



Tim Guth Facilities Management Years Experience: 5



Teresa Ehlert Architectural Engineering Years Experience: 7



Sy Shumaker Mechanical Engineering Years Experience: 19



Engineering | Energy | Innovation

CJD Engineering LLC is a consulting engineering firm specializing in mechanical and electrical building systems engineering and energy services. Since forming in 2005, they have maintained steady growth to build a team comprised of talented engineers, field technicians, and administrative staff. They strive to produce solutions that meet the concise and complex needs of the end user in an effort to provide a final product that helps the client to maximize their investments in personnel and capital resources. They focus on providing exceptional professional services in a timely manner for all aspects of the design and construction process, while serving a wide range of local and regional clients.

MSSU Reynolds Hall	Joplin, MO
Springfield/Branson National Airport ATCT Modernization	Springfield, MO
Ozarks Food Harvest, Central Office and Distribution Center	Springfield, MO
Battlefield City Hall and Police Station	Battlefield, MO
City of Springfield, Clean Water Services Operations Facility	Springfield, MO
AVCRAD Aviation Classification and Repair Activity Depot	Springfield, MO

Government Project Experience

Our design team has extensive experience with Municipal Maintenance Facilities and the associated requirements involved. Our combined experience includes thousands of projects with various Agency Approval requirements. We have assembled a team that provides nationally renowned transit design experience combined with local resources.

Relevant Projects

City Utilities Maintenance Building	Springfield, MO
City Utilities Bus Storage Facility	Springfield, MO
City Utilities Wash, Clean and Fair Retrieval Facility	Springfield, MO
St. Charles Public Works Facility	St. Charles, MO
City Utilities Bus Transfer Station	Springfield, MO
City Utilities Bus Lift Building Addition & Transit Wash Bay Remodel	Springfield, MO
Republic School District Bus Maintenance and Storage Facility	Republic, MO
Springfield Public Schools (3 New Elementary Schools)	Springfield, MO
O'Fallon Public Works Facility (In Progress)	O'Fallon, MO
Wentzville Public Works Facility (In Progress)	Wentzville, MO



The concept above is simply one option of many that could be considered. This particular option provides a more formal public presence along Highway ZZ and would be the main drive entrance to the facility for both guests and employees. The garage area and yard would be largely hidden behind the finished areas. Gates would separate and secure the public areas from the service area. City vehicles would have direct dedicated access from Republic Road into the service yard. Covered and uncovered parking stalls are shown at various sizes to accommodate the anticipated range of vehicles. (This will need to be customized based on Republic's vehicle inventory). Interior yard clearances and large vehicular turning radii have been incorporated. Additional opportunities for secured vehicles and material storage (or even a future building) is shown in the shaded area along Republic Road. The east/west orientation of the building will help to navigate the grading design on the site. Detention is sized and located on the lowest corner of the site but we may be able to get the outlet structure designed to release to the ROW of Highway ZZ. The Developer agreement with the property on the corner does have requirements for public utility extensions, shared detention, and shared site access.







6 Section 6 - References

Project References

St. Charles Public Works Facility

Daryl Hampel, Public Works Superintendent Ph: 636.949.3363 email: daryl.hampel@stcharlescitymo.gov address: 2871 Elm Point Industrial Dr., St. Charles, MO 63301 Please refer to Page 11 for Project Summary

O'Fallon Public Works Facility

Chris Clercx, Project Manager Ph: 636.379.5590 email: cclercx@ofallon.mo.us address: 100 North Main St., O'Fallon, MO 63366 Please refer to Page 12 for Project Summary

Republic Parks & Recreation

Jared Keeling, Parks & Recreation Director Ph: 417.732.3500 email: jkeeling@republicmo.com address: 711 E Miller Rd., Republic, MO 65738 We worked with Mr. Keeling in his role as Interim City Administrator on the Republic City Hall Feasibility Study.

Republic School District

Jason Perkins, Executive Director of Operations Ph: 417.732.3605 email: Jason.Perkins@republicschools.org address: 518 North Hampton Ave., Republic, MO 65738 We have worked with the Republic School District for the past 10 years on several projects.

City Utilities of Springfield Maintenance Facility

Chris Haller, Manager - Facilities Management Ph: 417.831.8408 email: chris.haller@cityutilities.net address: PO Box 551, Springfield, MO 65801 Please refer to Page 10 for Project Summary

Section 7 Technical Approach

hdesigngroup

LOCATION: Springfield, M

Statement of Project Understanding

For our team, design is a collaborative process of discovery. Our solutions are not forced, prepackaged, or created in a vacuum. Together we will understand the full situation and needs of the project. Together we will create a design ideally suited for your circumstances and aspirations.

In order to design a new facility for the City of Republic's Community Development/Public Works Facility, the 5.9 acre site will be evaluated. Feasibility planning and consideration will also include the master-planning of a garage area with at least 6-8 drive through bays to accomodate large equipment, dump trucks, and trailers; securable outdoor equipment storage for, machinery, trailers, and approximately 75 vehicles as well as outdoor covered material storage areas; office space to accommodate 10-15 administrative personnel; a record retention area, breakroom/lunchroom, conference/training room, locker rooms, and showers to accommodate approximately 50 field staff.

In purpose-built maintenance and operational facilities, there are hundreds of individual equipment items related to fleet maintenance and no fewer than half a dozen specialized systems integral to the facility that must be specifically designed for fleet maintenance activities. An efficient layout of equipment, service bays, and shop areas is necessary to dictate ideal workflow and space needs. In addition, a flexibile building geometry is vital to allow for accommodations to be made facilitating future growth for shared operations, while eliminating disrutuptions to operations and maintenance functions.

Implementation of the design will be as generally described in the Statement of Qualifications document. The project will consist of four primary task elements as follows:

- Task 1: Needs Assessment Study
- Task 2: Conceptual Design
- Task 3: Final Design
- Task 4: Construction Related Services

Please refer to the Custom Approach and Work Plan on the following pages for detailed information related to the primary tasks indicated above. All tasks of the project will include project management responsibilities, construction cost estimates, and coordination with local, state, and federal regulatory agencies.

Custom Approach and Work Plan

We have organized our approach based upon the Scope of Services received within the SOQ, as well as our own experience working on similar projects.

In design and construction, the process is often as important as the product. To create a successful end-product, it is essential that our team work closely with your team. We'll collaborate with not only the administrators, but also with the primary users of the existing facilities who know its operations and will be in the new facility daily. The end-users of the project are always given the opportunity to affect the design as it develops. We believe that this collaborative design approach encourages a feeling of ownership and is the best way to achieve a truly responsive design.

The phases of the project will consist of four primary elements:

Task I: Needs Assessment Study

Task 1A: Assess Public Works Department Operational Requirements Task 1B: Building Programming Task 1C: Site Planning & Floor Planning Task 1D: Opinion of Probable Construction & Life Cycle Costs

Task 2: Conceptual Design

Task 2A: 50% Design Documents Task 2B: Opinion of Probable Project Cost

Task 3: Final Design

Task 3A: 100% Bid Documents Task 3B: Opinion of Probable Project Cost Task 3C: Bid Phase Services

Task 4: Construction Related Services Task 4A: Construction Phase and Close-Out Services Task 4B: Project Management, Presentations & Coordination

To provide additional detail and represent our project team's understanding of the scope, we have further itemized the elements of each task covered under this SOQ into objectives, work elements, and anticipated deliverables for each task and sub-task:

Task 1: Needs Assessment Study

The objective is to review and evaluate the functional requirements as input into the design process which will ensure a facility responsive to the needs of the City of Republic, as well as to ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the Conceptual Design.

Task 1A-Assess Public Works Department Operational Requirements

Data Collection & Distribution:

- Review requirements for various departments listed.
- Review all support facility requirements.
- Review storage requirements for on-site and off-site requirements.
- Summarize potential energy conservation and sustainability features.
- Complete a boundary and topographic survey of the existing site extending sufficiently beyond the periphery site to identify conditions adjacent to the site necessary for design purposes.
- Assist the client as needed in the development of an appropriate scope of work to retain required specialty consultants such as Surveying, Geotechnical Consultant, Testing Laboratory, and Traffic Impact Studies.
- Develop interview questionnaires to be used during the programming sessions with City of Republic staff and provide these questionnaires to the City for distribution prior to the orientation meeting.

Code & Regulatory Agency Research:

- Research and identify applicable building codes.
- Identify and research regulatory agency requirements.
- Determine and confirm the flood plain status of the site and assess impact on site development.
- Research and confirm the availability and capacity of existing utility systems for:
 - o Electric Power
 - o Natural Gas
 - o Communications / Data
 - o Sanitary Sewer
 - o Water
 - o Storm Sewer
- Confirm zoning restrictions applicable to the project site.
- Determine stormwater management system requirements related to both quantity and quality of stormwater runoff.
- Contact with permitting/regulatory agencies as appropriate to ascertain requirements, approval processes, timelines for approvals, and fees.

Task 1B & 1C-Building Program & Site Planning

Space Needs Program: Orientation Meeting

- Conduct an orientation/kick-off meeting for all key City of Republic staff. Review programming questionnaires previously provided to the staff, discuss programming process, and address issues to ensure most effective participation by key staff.
- Develop space program requirements for the facility based on information and 30 year projections developed as part of the data collection effort.
- Determine number and size of various workstations.
- Tour existing facilities in order to gain an understanding of current operating philosophies and conditions.
- Conduct programming interviews with key City of Republic staff to stimulate dialogue relating to staff and vehicle projections, office, shop, and storage space requirements, as well as general operating practices.
- Review requirements for vehicle repair bays and associated shops.
- Review requirements for workshops and material storage areas.
- Review support facilities requirements including offices, restrooms, lunchrooms, and locker areas.
- Review building and yard storage requirements for equipment, parts, and materials.
- Review requirements for vehicle storage, parking, washing, and fueling.
- Determine storage requirements for parts, materials, and equipment.
- Determine parking requirements for City employees, visitor, and delivery vehicles.
- Identify vehicular clearance requirements throughout the interior of the facility.

Conceptual Site & Floor Plans: On-Site Charrette

- Identify potential alternatives to meet the requirements established in previous task.
- Participate in an on-site design charrette working directly with the Design Team and City of Republic to develop at least three alternatives for site configuration and general building design. During this on-site process, alternatives will be reviewed by City of Republic staff. Based on review comments, selected alternatives will be refined and presented for review. A final review meeting will result in a selected Master Plan and Conceptual Design.
- Site issues addressed will include:
 - o Developing circulation patterns for vehicles, materials, and personnel that will provide the most efficient, cost effective, and safest maintenance operation.
 - o Developing ingress and egress routes which maximize safety and security and minimize vehicular and pedestrian conflict on and off the site.
 - o Establishing site area relationships including administration, operations, and maintenance facilities, as well as city, employee, delivery, and visitor parking.
- Facility issues addressed will include:
 - o Developing circulation patterns for equipment, materials, and personnel within the buildings and their relation to site circulation patterns.
 - o Establishing functional area relationships within and between departments. Primary considerations to be industrial workflow, supervision, and safety.
- o Reviewing architectural design for functional response to program and adherence to approved maintenance concept.

7 scope of services

- Equipment Programming: The City of Republic will assist the Design Team in providing a detailed design inventory of the existing shop equipment, by functional area, which will be relocated to the new facility. hdesigngroup will provide the city staff with instruction and inventory forms. The information collected will include description, quantity, manufacturer, model number, and utility requirement.
- Space Needs Program: hdesigngroup will provide a Space Needs Program that documents the programming process and provides the final Space Needs Program. The program will be distributed to the Design Team and key City of Republic staff for review prior to the charrette.
- Discuss mechanical system options and relative pros/cons (energy use being a part of this). Narrow down to one or two systems during the charrette. (Via Conference Call)
- Establish, with the City and Design Team's direct input, the base design criteria to be used for planning and designing the new facilities. This design criteria will identify preliminary functional requirements for building systems including architectural, civil, structural, equipment, mechanical, electrical, and plumbing such as:
 - o Materials, finishes, and clearance requirements throughout the project.
 - o General site grading, paving, and drainage issues.
 - o Functional spacing and placement of structural systems.
 - o General ventilation requirements for each functional area including repair bays, maintenance shops, welding, battery, wash areas, and lower level work areas.
 - o Minimum design temperatures for heating and cooling for each functional area.
 - o Lighting levels and type of lighting for all exterior areas including employee and visitor parking, repair staging, vehicle circulation areas, and outside secure storage.
 - o Lighting levels and type of lighting for each functional area within the facility.
 - o Functional areas and equipment to be included on emergency power generating system.
 - o Fire protection and service fluids piping and storage systems.
 - o Design impacts on the use of alternative fuels.
 - o Lessons learned from other similar facility design and construction efforts.

Task 1D-Opinion of Probable Construction Cost:

Based on the selected Master Plan, the HDG Team will create a preliminary square footage construction cost estimate for the project.

Task 1 Deliverables: Master Plan Design Report including the following:

- Programming Questionnaires
- Final Space Needs Program
- Preliminary Equipment List
- Floor Plan and Site Plan Schematics
- Square Footage Cost Estimate of Construction
- Presentation of final report to City and Board of Alderman

Task 2: Conceptual Design

Task 2A- 50% Design Documents

During the Preliminary Design Phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

General Information

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline of technical specifications for all front-end (Division #1) sections of the project.

Site Design & Civil Engineering:

- Coordinate requirements related to the Geotechnical Investigation.
- Review recommendations of the geotechnical report for inclusion in designs.
- Determine potential Corps of Engineers Section 404 permitting requirements.
- Further develop and prepare drawings illustrating all site elements, including functional and transit operations planning.
- Establish building finish floor elevations considering flood plain issues, utility connections, stormwater management system requirements, and general site grading issues.
- Meet with local fire department to confirm Fire Department Access requirements, fire hydrant requirements, and fire suppression system requirements.
- Request/review hydrant flow tests to assess system static and residual pressures and expected maximum available flow rates for fire suppression systems.
- Complete a 50% level preliminary design of civil engineering components of the project, including (but not limited to):
 - o Site layout/configuration.
 - o Site ingress and egress.
 - o Parking layout for employees, customers, and fleet vehicles.
 - o Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
 - o Site grading.
 - o Develop a 3D digital terrain model for quantifying earthwork.
 - o Confirm vertical clearance envelope requirements of design vehicles with preliminary grading design.
 - o Stormwater management system study.
 - o Storm sewer systems.
 - o Underground systems for collection/conveyance of roof drainage.
 - o Stormwater detention systems.
 - o Stormwater treatment systems.
 - o Exterior oil/sand separators.
 - o Sanitary sewer service line systems.
 - o Domestic water service systems, including metering.
 - o Fire suppression services systems, including cross-connection control.

- o Fire hydrant service lines/loops.
- o Pavements, walks, and ramps.
- o Coordinate utility locations for electrical power, natural gas, communications/data, and security systems with MEP consultant.
- o Spill containment areas for potential fuel spills at fueling islands.
- o Oil/water separator for fuel containment areas.
- o Assess potential utility system conflicts.
- o Temporary erosion and sediment control systems.
- o Civil Outline Technical Specifications.

Architectural Design:

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical, and plumbing system components.
- Complete a final code and zoning review analysis.
- Complete a 50% level design of architectural components of the project, including (but not limited to):
 - o Architectural Site Plan
 - o Landscaping Plan
 - o Landscaping & Planting Details
 - o Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
 - o Overall Floor Plan(s) of each building
 - o Enlarged Floor Plan Details
 - o Overall Roof Plan with Details
 - o Door, Window, and Room Finish Schedule
 - o Exterior Building Elevations
 - o Enlarged Building Elevation Details
 - o Building Sections
 - o Enlarged Wall Section Details
 - o Interior Elevations
 - o Millwork Elevations, Sections, and Details
 - o Reflected Ceiling Plans
 - o Architectural Outline Technical Specifications

Structural Design:

- Perform structural calculations based on pre-engineered metal building system.
- Complete a 50% level design of structural components of the project, including (but not limited to):
 - o Foundation Plan(s) and Details
 - o General Framing Plan(s) with Loading Requirements
 - o General Structural Notes
 - o Structural Outline Technical Specifications

Equipment Design:

- Inventory existing shop equipment, by functional area, which will be relocated to the new facility. Include description, quantity, manufacturer, model number, and utility requirements.
- Participate in equipment review meeting with City of Republic to review, by functional area, maintenance and service equipment needed to support maintenance activities. Maintenance equipment includes storage equipment, shop equipment, wash equipment, vehicle exhaust systems, lifts, and cranes. Service equipment includes compressed air system components (i.e. compressor, dryer, hose reels, filter/regulator/lubricator) and lubrication system components (i.e. pumps, tanks, hose reels). Identify quantities required, dimensions, and impact on other design team disciplines. During the review meeting with City of Republic staff, hdesigngroup will present the Preliminary Equipment List, Cutsheets, and Preliminary Equipment Layout Drawings to ensure that all equipment requirements have been addressed.
- Update equipment list to be consistent with equipment layout drawings and facility design. Equipment will be listed by functional area within each department, alphabetically by description, and numerically by equipment identifier. Equipment list includes information regarding description, quantity, price, dimensions, procurement strategies, specification responsibility, and discipline coordination matrix.
- Complete a 50% level design of equipment components of the project, including (but not limited to):
 - o Maintenance Equipment Layout Drawings
 - o Service Equipment Drawings
 - o Discipline Coordination Drawings
 - o Updated Equipment Lists/Manuals
 - o Updated Discipline Coordination Schedule
 - o Specification Letter and Draft Specifications
 - o Preliminary Design Package Review Comments

Mechanical, Electrical, & Plumbing Systems Design:

- Complete a 50% level design of MEP components of the project, including (but not limited to):
 - o Heating, ventilating, and air conditioning systems
 - o Plumbing system
 - o Lube, maintenance fluid, and compressed air distribution system design
 - o Car/Truck muffler exhaust system design
 - o Emergency power generator system design
 - o Vehicle Wash System MEP utilities design
 - o Electrical systems design
 - Fire protection system design performance specification (includes general fire sprinkler and fire alarm design information, fire alarm device locations)
 - o Site lighting systems design
 - o Telephone and data boxes and conduit
 - o Conduit and boxes (rough-in) to support audio/visual systems
 - o Conduit and boxes (rough-in) to support security systems
 - o MEP Outline Technical Specifications


Task 2B- Opinion of Probable Construction Cost

Based on the completed 50% Preliminary Design Drawings & Specifications, the hdesigngroup team will create a detailed construction cost estimate for the project in a CSI format that will be structured for continual updating through subsequent phases of the design process.

Task 2 Deliverables:

- 50% Preliminary Design Package
- Outline Technical Specifications
- Service Equipment Manuals
- Updated Opinion of Probable Cost Document
- Design Team Presentation of Preliminary Design Documents & Budget with work session

Task 3: Final Design

Task 3A- 100% Bid Documents

During the generation of the Bid Document creation phase, our team will attend a 2-day design team workshop in Springfield to coordinate disciplines for implementation into the design.

General Information

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline technical specifications for all front-end (Division #1) sections of the project.

Site Design & Civil Engineering:

- Assist the Owner with submitting a Notice of Intent to the Missouri Department of Natural Resources (MDNR) by completing technical portions of the NOI application as well as preparing supporting documents.
- As required by MDNR, prepare a written Storm Water Pollution Prevention Plan for use at the construction site.
- Complete a 100% level final design of civil engineering components of the project, including (but not limited to)
 - o Site Layout/ configuration
 - o Site ingress and egress
 - o Parking Layout for employees, customers, and fleet vehicles
 - o Confirmation of site layout design with horizontal geometric requirements for vehicular turning movements
 - o Site Grading
 - o Develop a 3D digital terrain model for quantifying earthwork
 - o Confirmation of vertical clearance envelope requirements of design vehicles with preliminary grading design
 - o Storm water management system study
 - o Storm sewer systems
 - o Underground systems for collection/ conveyance of roof drainage

- o Storm water detention systems
- o Storm water treatment systems
- o Exterior Oil / sand separators
- o Sanitary sewer service line systems
- o Domestic water service systems, including metering
- o Fire suppression services systems, including cross-connection control
- o Fire Hydrant service lines/ loops
- o Pavements, walks, and ramps
- Coordination of utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant
- o Spill containment areas for potential fuel spills at fueling islands
- o Oil / Water separator for fuel containment areas
- o Assess potential utility system conflicts
- o Temporary erosion and sediment control systems
- o Civil Outline Technical Specifications

Architectural Design:

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical and plumbing system components.
- Complete a 100% level design of architectural components of the project, including (but not limited to):
 - o Architectural Site Plan
 - o Landscaping Plan
 - o Landscaping & planting Details
 - o Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
 - o Overall Floor Plan(s) of each building
 - o Enlarged Floor Plan Details
 - o Overall Roof Plan with Details
 - o Door, Window and Room Finish Schedule
 - o Exterior Building Elevations
 - o Enlarged Building Elevation Details
 - o Building Sections
 - o Enlarged Wall Section Details
 - o Interior Elevations
 - o Millwork Elevations, Sections & Details
 - o Reflected Ceiling Plans
 - o Architectural Technical Specifications



Structural Design:

- Perform structural calculations based on pre-engineered metal building.
- Complete a 100% level design of structural components of the project, including (but not limited to):
 - o Foundation Plan(s) & Details
 - o General framing Plan(s) with loading requirements
 - o General Structural Notes
 - o Structural Outline Technical Specifications

Equipment Design:

- Complete a 100% level design of Specialty Equipment for the project, including (but not limited to):
 - o Equipment Layout Drawings
 - o Service Equipment Drawings
 - o Signage and Striping Drawings
 - o Equipment List and Cost Estimate
 - o Equipment Specifications
 - o Design Documents package review comments

Mechanical, Electrical & Plumbing Systems Design:

- Complete a 100% level design of MEP components of the project, including (but not limited to):
 - o Heating, Ventilating and air conditioning systems
 - o Plumbing System
 - o Lube, Maintenance Fluid, and Compressed Air distribution system design
 - o Car/Truck muffler exhaust system design
 - o Emergency power generator system design
 - o Vehicle Wash System MEP utilities design
 - o Electrical systems design
 - o Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations
 - o Site Lighting systems design
 - o Telephone and data boxes & conduit
 - o Conduit and boxes (rough-in) to support audio/visual systems
 - o Conduit and boxes (rough-in) to support security systems
 - o MEP Technical Specifications

Task 3B-Opinion of Probable Construction Cost:

Based on the completed 100% Final Design Drawings & Specifications, the HDG Team will create a detailed construction cost estimate for the project in a CSI format.

Task 3C - Bid Phase Services

Assist the owner in obtaining qualified general contractor bids for construction and obtaining necessary building permits for construction. The HDG Team shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the HDG Team shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

- The HDG Team shall assist the owner in bidding the project by:
 - o Procuring the reproduction of Bidding Documents for owner's distribution to prospective bidders
 - o Organizing and conducting a pre-bid conference for prospective bidders
 - o Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda and/or supplemental instructions
 - Owner Provided Services during bidding: Assembling Consultants' documents together with City of Republic standard contracting documents; advertising for competitive bids; administration of the bidding process; organizing and conducting the opening of bids, preparing construction contracts; and executing construction contracts
- The HDG team shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- The HDG Team shall assemble and submit all necessary documents to governing authorities and jurisdictions for plan review and permitting. In response to any plan review comments, the HDG Team will prepare formal responses in the form or addenda and/or supplemental instructions.

Task 3 Deliverables:

- One digital set on CD of sealed construction documents and specifications to the Owner
- Note: All city application fees, plan review & permitting fees are excluded.
- Final Cost Opinion Document

Task 4: Construction Related Services

Task 4A - Construction Phase & Close-Out Services

To represent the Owner during construction to ensure that the construction follows the requirements set forth in the construction documents and specifications.

- General
 - o The HDG Team shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201[™]–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the HDG Team's services under this Agreement unless the Owner and the HDG Team amend this Agreement.

scope of services

- o The HDG Team shall advise and consult with the Owner during the Construction Phase Services. The HDG Team shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The HDG Team shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the HDG Team be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The HDG Team shall be responsible for the HDG Team's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- o The HDG Team's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminate on the date the HDG Team issues the final Certificate for Payment.
- Evaluations of the work
 - o The HDG Team shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the HDG Team shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the HDG Team shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.
 - o The HDG Team has the authority to reject Work that does not conform to the Contract Documents. Whenever the HDG Team considers it necessary or advisable, the HDG Team shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the HDG Team nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the HDG Team to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
 - The HDG Team shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The HDG Team's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
 - Interpretations and decisions of the HDG Team shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the HDG Team shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The HDG Team's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
 - Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the HDG Team shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

Submittals

- The HDG Team shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The HDG Team's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the HDG Team's professional judgment to permit adequate review.
- o In accordance with the HDG Team-approved submittal schedule, the HDG Team shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The HDG Team's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the HDG Team, of any construction means, methods, techniques, sequences or procedures. The HDG Team's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the HDG Team shall specify the appropriate performance and design criteria that such services must satisfy. The HDG Team shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the HDG Team. The HDG Team shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.
- o The HDG Team shall review and respond to requests for information about the Contract Documents. The HDG Team shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The HDG Team's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the HDG Team shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- o The HDG Team shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.
- Changes to the Work
 - The HDG Team may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The HDG Team shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
 - o The HDG Team shall maintain records relative to their changes in the Work.

- Project Completion
 - o The HDG Team shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.
 - The HDG Team's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
 - When the Work is found to be substantially complete, the HDG Team shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
 - o The HDG Team shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
 - o Upon request of the Owner after construction is complete, the HDG Team shall conduct a meeting with the Owner and Contractor to participate in equipment training and testing sessions.

Task 4 Deliverables:

- One owner copy of all submittals
- Construction Progress Reports & Photographs.

City Utilities of Springfield Downtown Bus Transit Station गांव ने 🚍

7.1

LOCATION: **Springfield, MO** E



CITY OF REPUBLIC, MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMO., ET SEQ. FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00

STATE OF <u>Missouri</u>)) ss.

COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of <u>Greene</u>, State of <u>Missouri</u>, personally appeared <u>Brent Stevens</u> (Name) who is <u>Principal</u> (*Title*) of <u>H Design Group, LLC</u> (Name of company), (corporation), (partnership), (sole proprietorship), (limited liability company), and is authorized to make this affidavit, and after being duly sworn did depose and say:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S. Mo., et seq.

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

Sighature

Printed Name

Subscribed and sworn to before me this 10 day of July Notary Public

My commission expires: 12/17/23



Welcome Laura Smith

E MENU

Company Information

Company Name H Design Group, LLC

Company ID Number 286450

Doing Business As (DBA) Name

DUNS Number 034265442

Physical Location

Address 1 5039 S. National Avenue

Address 2

--

City Springfield

State MO

Zip Code 65810

County GREENE

Mailing Address

Address 1

--

Address 2

--

City

~+-+

State

Zip Code

Additional Information

Employer Identification Number 431895077

Total Number of Employees 20 to 99

Parent Organization

Administrator

--

Organization Designation

Employer Category None of these categories apply

View / Edit

NAICS Code 541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

View / Edit

Total Hiring Sites

1_____

View / Edit

Total Points of Contact 4

View / Edit

View Original MOU Template



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U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the H Design Group, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





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

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

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

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

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

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

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

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

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

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

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

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

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

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

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

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status Page 3 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





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

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

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

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

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

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

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





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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the Page 9 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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

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

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

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





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Company ID Number: 286450

Approved by:

Employer		
H Design Group, LLC		
Name (Please Type or Print)	Title	
Teri Wheat		
Signature	Date	
Electronically Signed	12/03/2009	
Department of Homeland Security – Verification Div	ision	
Name (Please Type or Print)	Title	
USCIS Verification Division		
Signature	Data	
Signature	Date	
Electronically Signed	12/03/2009	





Information Required for the E-Verify Program		
Company Facility Address	5039 S. National Avenue Springfield, MO 65810	
Company Alternate Address		
County or Parish	GREENE	
Employer Identification Number	431895077	
North American Industry Classification Systems Code	541	
Parent Company		
Number of Employees	20 to 99	
Number of Sites Verified for	1	





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

MISSOURI

1 site(s)





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

Name Rob Haik Phone Number (417) 887 - 6595 Fax Number (417) 887 - 6921 Email Address rob@hdesigngroup.com Name Brent Stevens Phone Number (417) 887 - 6595 Fax Number (417) 887 - 6921 Email Address brent@hdesigngroup.com Name Laura E Smith Phone Number (417) 887 - 6595 Fax Number Email Address laura@hdesigngroup.com Name Woody E Kara (417) 887 - 6595

Phone Number Fax Number Email Address

kara@hdesigngroup.com





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