

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made here and entered into this ____ day of _____ 2024, by and between the **City of Willard, Missouri** (hereinafter "CITY") and **SW Missouri Engineering, LLC dba Cochran** (hereinafter "CONSULTANT").

WITNESSETH:

WHEREAS, the CITY, has made a determination that it would benefit from a Professional Services Agreement for Professional Services to be provided for the City; and

WHEREAS, the CITY made a Request for Qualifications for Professional services and CONSULTANT was selected and awarded the contract for said services to be provided to the CITY on a non-exclusive basis; and

WHEREAS, the CONSULTANT and the CITY have agreed to certain benefits which are set forth below; and

WHEREAS, the CITY wishes to employ the CONSULTANT primarily on a Time and Expense Contract basis, but in some cases on a lump sum basis, for the term of the above referenced Agreement.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, is it agreed as follows:

1. The CITY Will:

- a. Pay CONSULTANT monthly invoices which itemize services rendered to the CITY, as specified below, within thirty (30) days of the date of the invoice, upon certification by the designated representative of CITY that the services have been rendered.
- b. Provide payment, as invoiced monthly, for all expenses, supplies, photocopying and other costs incurred as a result of this Contract.
- c. Pay CONSULTANT hourly rates for Professional services and expenses at rates as set forth in the rate schedule marked "Exhibit A", attached hereto and incorporated herein by reference as if fully set forth in this paragraph. CONSULTANT may revise "Exhibit A" rates annually at the anniversary date of this Agreement, however the acceptance of said revised rates are subject to City's approval and, if not so approved, shall be cause for the termination of this Agreement as set forth in Paragraph 3.b below.
- d. For Lump Sum projects, pay CONSULTANT on a monthly basis an agreed upon sum based upon the percentage of work completed by the last day of the preceding month.

2. The CONSULTANT Will:

- a. Provide Professional services in accordance with the Scope of Services set forth in a document marked "Exhibit B", attached hereto and incorporated herein by reference as if fully set forth in this paragraph.
- b. Not subcontract or assign, sublet or transfer any rights under or interest in this Agreement without the written consent of the CITY and agrees that only those individuals listed in the submitted response to the RFQ work within the agreed upon services.

- c. The PARTIES understand and agree that there may be projects or needs for Professional services which are outside CONSULTANT'S capability, as determined by the CITY, and/or a particular project is required to be bid by State or Federal regulations. Under the foregoing circumstances, CITY and CONSULTANT agree to meet and determine the approach which best meets CITY'S needs which may allow for Professional services to be subcontracted through CONSULTANT or secured through a separate solicitation process. In either event, CONSULTANT shall remain available to assist other consultants as required.
- d. Conflict of interest: Covenants that CONSULTANT presently has no interest in any contract, business, or otherwise, which would conflict in any manner or degree with the performance of services to be performed under this Contract. In the event that the CONSULTANT acquires any interest, direct, or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract, the City shall engage third party consultant(s) for performance such of services to be performed under this Contract.
- e. Non-Discrimination: Agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin, or ancestry, political affiliation or beliefs, religion or handicap.
- f. Federal Work Authorization Program: CONSULTANT agrees to execute the affidavit, attached hereto, marked "Exhibit C" and incorporated herein as if fully set out in this paragraph, required by Section 285.530 R.S. Mo relating to the Federal Work Authorization Program and to comply with all applicable State and Federal laws relating to unauthorized aliens. CONSULTANT acknowledges that Section 285.530 R.S.Mo, prohibits any business entity or employer from knowingly employing, hiring for employment or continuing to employ an unauthorized alien to perform work within the State of Missouri. CONSULTANT therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530 R.S.Mo and that it will not knowingly employ, hire for employment or continue to employ any unauthorized aliens to perform any of the services contemplated herein and that its employees are lawfully eligible to work in the United States.

3. **The PARTIES Mutually Agree to the Following:**

- a. Term. The contract shall be in effect for a period of two (2) years from the date of this Agreement unless earlier terminated with or without cause or extended as referenced below.
- b. **Termination.** The Agreement may be terminated by either party without cause, upon fourteen (14) days written notice. This agreement may be terminated with cause upon twenty-four (24) hour written notice. In either such event, final payment to the CONSULTANT shall be limited to services provided by the CONSULTANT as of the effective date of said termination. In any event, this Agreement shall terminate automatically upon the termination of funding in the CITY'S budget for this work.

- c. **Just Cause for Termination.** Noncompliance with any portion of the Agreement, or violation of State or Federal laws or City Code, will be just cause for immediate termination of this Contract as set forth in paragraph 3 a. above. Just cause may include any other grounds determined by the CITY to be just cause.
 - d. **Documentation Confidentiality.** Any reports, data, or similar information given to or prepared or assembled by the CONSULTANT under this Contract which the CITY requests to be kept as confidential shall be considered the property of the CITY and shall not be made available to any individual or organization by the CONSULTANT without prior written approval of the CITY. Consultant understands that the reports, data or other information prepared for and delivered to the City may be subject to disclosure under the *Missouri Sunshine Law, Chapter 610, Revised Statutes of Missouri* or other applicable state federal statutes or city ordinances.
 - e. **CITY'S Option to Extend.** This Contract may be extended by the CITY, at the CITY'S sole option, beyond the original term, for a fixed term of no more than two (2) years per extension with a limit of three (3) extensions (this Contract is extension 2 of 3), provided that:
 - i. The terms for extension are in writing and submitted by one party to the other at least thirty (30) days prior to the expiration of any term;
 - ii. The extension is executed by the CONSULTANT and the CITY'S authorized representative; and
 - iii. Appropriation of funds is approved and achieved.
4. **Jurisdiction.** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. **Entire Agreement.** This agreement, contain the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereunto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year herein stated.

**SW MISSOURI ENGINEERING, LLC,
CONSULTANT**

Tim Schowe

By: Timothy E. Schowe, P.E., SW Regional Director

CITY OF WILLARD, MISSOURI

By: Troy Smith, Mayor

ATTEST:

By: Janice Gargus, City Clerk

APPROVED AS TO FORM:

By: City Attorney

EXHIBIT A

Charge-Out Rates

2024 Hourly Fee Schedule

The following is a list of hourly rates for our Fee Service Contracts.
 Effective January 1, 2024, these rates will apply to all projects performed on a time and expense basis.

<u>Title</u>	<u>Charge-Out</u>
Principal/Vice President	\$ 230.00
Department/Division Manager	\$ 195.00
Senior Project Manager	\$ 185.00
Project Manager	\$ 175.00
Project Engineer 1	\$ 160.00
Project Engineer 2	\$ 150.00
Design Engineer 1	\$ 130.00
Design Engineer 2	\$ 120.00
Design Engineer 3	\$ 110.00
Senior Architect	\$ 175.00
Project Architect 1	\$ 160.00
Project Architect 2	\$ 145.00
Design Architect 1	\$ 135.00
Design Architect 2	\$ 120.00
Managing Surveyor	\$ 160.00
Surveyor 1	\$ 150.00
Surveyor 2	\$ 140.00
Surveyor 3	\$ 125.00
Senior Field Manager	\$ 125.00
Field Manager	\$ 85.00
Inspector	\$ 65.00
MoDOT Certified Technician	\$ 70.00
Engineer/Survey Tech 1	\$ 120.00
Engineer/Survey Tech 2	\$ 110.00
Engineer/Survey Tech 3	\$ 100.00
Engineer/Survey Tech 4	\$ 80.00
Secretary	\$ 80.00
One Man Survey Crew	\$ 140.00

Note:

*Survey Field crew prices will vary depending upon the Survey Tech assigned to the project.
 *Overtime rate of 1.5 times the regular rate will be charged for hours worked after 8 hours per day, Saturdays, Sundays, or Holidays.

EXHIBIT B

Request for Qualifications

CITY OF Willard

REQUEST FOR QUALIFICATIONS: The City of Willard is requesting qualifications from professional engineering firms for municipal engineering services in relation to the duties of City Engineer.

Qualifications are requested for furnishing professional services pertinent to the scope of services outlined below. Qualifications are due on August 14, 2020, no later than 4:00PM. Please submit qualifications in person to Randy Brown at the City of Willard.

PURPOSE AND SCOPE OF PROJECT:

The selected firm(s) will provide personnel to fulfill the duties of the position of City Engineer and to perform other related duties as directed by the City Administrator. Services include, but are not limited to the following:

- Plan Review – Subdivision, Platting, Regulation Compliance, etc.
- Water Systems Engineering – Wells, Towers, Distribution System, reports and studies, etc.
 - Ability to review Willard’s Water Master Plan and consult the City on value-based capacity decisions
 - Knowledge of Tri-State Water Coalition and future water capacity gaps related to the region’s aquifers.
- Wastewater Engineering – Lift Stations, Collection System, Wastewater Treatment, reports and studies, etc.
 - Ability to review and develop compliance programs in line with regulatory pretreatment requirements
 - Ability to review local non-residential users and develop an industrial user survey for stakeholders on Willard’s sewer system.
 - Ability to consume to previous sewer plans and designs and understand locations of future lift stations or treatment facilities
- Stormwater Management – Control, Collection and Conveyance, reports and studies
 - Ability to forecast future regulatory needs related to stormwater management
- Transportation Engineering – Streets, Bridges, Sidewalks, reports and studies
- Architectural – Architecture, Structural, Mechanical and Electrical
- Survey – Boundary, Topographic, Legal, etc.
- Geotechnical – Phase 1 Environmental Assessment, Lead Based Paint and Asbestos Assessment, Geotechnical Investigation
- Construction Services – Construction Staking, Materials Testing, Inspection, etc.

In addition to providing the services of City Engineer, the selected firm may be asked to provide other duties as listed below.

Advisory Services

1. Attendance at meetings of the City Council. The City Engineer shall attend regular Board of Aldermen meetings or work sessions of the Board of Aldermen, as requested.

2. Staff Meetings. The City Engineer shall attend staff meetings with city staff to review projects and provide guidance and direction, as requested.
3. Consultation on City utilities and facilities. The City Engineer shall furnish advice and consultation on the operation, maintenance, and permitting of the City's water distribution system, stormwater drainage system, transportation system, and other City-owned facilities under the direction of the City Administrator.
4. Consultation on development projects/permits. The City Engineer shall review project plans and proposals by private parties, for compliance with City Code, Standards and Specifications, and other applicable requirements. The selected candidate shall meet with residents, contractors, developers, engineers, etc., as requested.

Development Services/Construction Projects

1. Analyze/study improvement projects. The City Engineer will be required to prepare preliminary engineering analysis, cost estimate and feasibility studies for various capital improvements.
2. Prepare contracts for bid. The City Engineer will be requested to prepare detailed plans, specifications, and contract documents for bid for various City construction projects. In addition, the City Engineer will prepare a final cost estimate, and coordinate with other governmental/regulatory agencies as necessary. The City Engineer will assist the City Administrator in any negotiations of acquisitions of any necessary right-of-way or easement.
3. Review bids. The City Engineer shall assist the City in the review of bids submitted for construction, in the selection of qualified contractors and in the inspection of construction work. The City Engineer will provide general supervision of the contractor for City construction projects.

A professional services agreement entered into by and between the City and City Engineer(s) shall specify the scope of included services. The City reserves the right to enter into additional agreements with the City Engineer for specified projects (e.g. the design or construction observation of major public improvements). The City anticipates the negotiation of the scope of services and the format of payment for such services shall be a collaborative undertaking between the City and successful respondent(s).

SUBMITTAL REQUIREMENTS:

The response to this RFQ must be organized according to the following format. Information should be concise and specific to address each request and be limited to a total of 15 pages (single sided). **Please Note**, the Cover Sheet is not included in the page count.

1. Contain a letter of interest (no more than one page long); with Firm Name/Address;
2. Provide the name of each engineer proposed to provide services to the City and the name of the lead engineer who will have the main contact with the City. This individual is expected to remain the responsible engineer throughout the engagement. The lead engineer must be licensed to practice in the State of Missouri, and must have at least five (5) years' experience practicing as an engineer. Experience representing on the behalf of local government(s) is highly desired;
3. The specialized experience and technical competence of the firm with respect to the type of services required;
4. The capacity and capability of the firm to perform the work in question, including specialized services, the ability to respond in a timely manner and on short notice, and the proposed approach to communicating with the City;

5. The past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules;
6. The firm's proximity to and familiarity with the City of Willard;
7. Provide at least three references from these organizations including names, contact person, and phone numbers.

SELECTION CRITERIA:

A City review team will evaluate each firm's submission based upon the criteria stated in this Request for Proposal and the ability to execute the services. If necessary, the top firms will be invited to an interview the weeks following the submittal deadline. Following the evaluation process, the team will then select the firm the City considers most qualified and negotiate a fee. The City reserves the right to negotiate modifications to the RFQ it deems acceptable. The City reserves the right to terminate this process in the event it deems the progress towards a contract to be insufficient. Firms will be evaluated in accordance with the weighted criteria listed below.

Criteria Weight:

- | | |
|--|-----|
| 1. Experience and qualifications | 20% |
| 2. Past performance and references | 20% |
| 3. Understanding of the City's Needs | 20% |
| 4. Location of Firm and Staff Assigned to this Project | 15% |
| 5. Overall Ability to Execute Services | 25% |

REQUIREMENTS:

A Statement of Qualification Package shall:

- Be submitted to Randy Brown at the City of Willard
- Be sealed and clearly marked "**Statement of Qualifications for Professional Services**";
- Include one (1) bound copy of the Statement of Qualifications; and
- Include one (1) CD with a single PDF file containing an exact copy of the bound Statement of Qualifications with PDF file size not exceeding 5MB.

PROCEDURE INFORMATION:

- Submittals received after the deadline may not be considered.
- The City reserves the right to reject any and all submissions that the City determines do not meet the intent of these requirements and to waive defects in form or irregularities where the best interest of the City would be served.
- Respondent must bear all costs associated with submittal including preparation, copying, postage, and delivery costs. The City will not be responsible for any costs or expenses incurred by person or organizations attempting to respond to this Request for Qualifications.
- The City retains the right to cancel this solicitation at any time. If this solicitation is cancelled, all submittals received in response to this Request for Qualifications will be rejected.
- The City shall be under no obligation to return any materials submitted in response to this Request for Qualifications.

(End of RFQ)

EXHIBIT C

Federal Work Authorization Program

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Franklin)

On the 27th day of December, 2019, before me appeared Christopher N. Boone,
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the President of SW Missouri Engineering, Inc. (dba Cochran) and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
title business name

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Chris N. Boone
Affiant Signature

Subscribed and sworn to before me in Union, MO, the day and year first above-written.
city (or county) state

My commission expires: June 16, 2021

Jessica Haynes
Notary Public



JESSICA HAYNES
My Commission Expires
June 16, 2021
Franklin County
Commission #13493936

[documentation of enrollment/participation in a federal work authorization program attached]

**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 SW Missouri Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1218082

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1218082

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

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

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

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

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

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

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

Company ID Number: 1218082

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

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

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

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

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

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

Company ID Number: 1218082

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

Company ID Number: 1218082

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

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

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

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

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

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

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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

Company ID Number: 1218082

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

Company ID Number: 1218082

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

Company ID Number: 1218082

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

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

B. REFERRAL TO DHS

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

Company ID Number: 1218082

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 1218082

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

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

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

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

Company ID Number: 1218082

Approved by:

Employer SW Missouri Engineering, LLC	
Name (Please Type or Print) Jill Elbert	Title
Signature Electronically Signed	Date 08/01/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/01/2017

Company ID Number: 1218082

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	SW Missouri Engineering, LLC
Company Facility Address	2804 N. Biagio Street Ozark, MO 65721
Company Alternate Address	530A East Independence Drive Union, MO 63084
County or Parish	CHRISTIAN
Employer Identification Number	822087027
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 1218082

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

MISSOURI 1 site(s)

Company ID Number: 1218082

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

Name Jill Elbert
Phone Number (417) 595 - 4108
Fax Number (417) 595 - 4109
Email Address jill@cochraneng.com

Company ID Number: 1218082

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