

**SPONSOR:** Jackson County  
**LOCATION:** Haines Road Bridge Replacement  
**PROJECT:** BRO-B048 (58)

*THIS CONTRACT* is between Jackson County, Missouri, hereinafter referred to as the "Local Agency", and Wilson & Company, Inc. Engineers & Architects, hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Bridge Replacement Off-System (BRO), coordinated through the Missouri Department of Transportation, the Local Agency intends to replacement of the Haines Road Bridge over East Branch Creek and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**  
 See Attachment A.

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 8% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 8% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

| <u>DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS</u> | <u>TYPE OF DBE SERVICE</u> | <u>TOTAL \$ VALUE OF THE DBE SUBCONTRACT</u> | <u>CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL</u> | <u>PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL</u> |
|---|----------------------------|--|--|--|
| Hg Consult, Inc.  | Civil Design               | \$8,000                                      | \$99,986.11  | 8.0%   |

**FILED**  
 MAY 18 2021  
 MARY JO SPINO  
 COUNTY CLERK

### **ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### **ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

### **ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on December 31, 2021.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$9,495.68, with a ceiling established for said design services in the amount of \$99,986.11, which amount shall not be exceeded.
- B. No construction inspection services are included.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at 68.64% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at 101.96% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.

- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### **ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES**

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

#### **ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

| <b>Sub-Consultant Name</b> | <b>Address</b>  | <b>Services</b>      |
|----------------------------|---|----------------------|
| Terracon Consultants, Inc. | 10841 S. Ridgeview Road<br>Olathe, KS 66061                     | Geotechnical         |
| Hg Consult, Inc.           | 9111 NE 79 <sup>th</sup> Street<br>Kansas City, MO 64158        | Civil Design         |
| Right of Way Associates    | P.O. Box 1185<br>Olathe, KS 66051                               | Property Acquisition |
| SCS Engineers              | 8575 W 110 <sup>th</sup> Street #100<br>Overland Park, KS 66210 | Hazardous Materials  |

#### **ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

#### **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

#### **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

#### **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

## **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

## **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## **ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## **ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## **ARTICLE XX – INSURANCE**

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

#### **ARTICLE XXI - ATTACHMENTS**

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions


Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form




Executed by the Engineer this 8th day of March, 2021.

Executed by the County/City this 18th day of May, 2021.

FOR: JACKSON COUNTY, MISSOURI  
County Legislature

BY:   
Director of Public Works



BY:   
County Executive

FOR: WILSON & COMPANY, INC. ENGINEERS & ARCHITECTS

BY: Nicholas Thomas  
Vice President

ATTEST: 

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

   
COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties  
COUNTY CLERK - 3rd and 4th Class Counties

APPROVED AS TO FORM

  
County Counselor

ATTEST

  
Clerk of the County Legislature

O. 5499

**REVENUE CERTIFICATE**

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation of \$99,987.00 which is herein authorized.

5-17-2021  
Date

  
\_\_\_\_\_  
Director of Finance and Purchasing  
Account No. 010 1575 58055  
\$99,987.00

**ATTACHMENT A**

**Scope of Services**

**EXHIBIT A  
SCOPE OF SERVICES**

**Haines Road Bridge Replacement  
Smart Road to Harris Road  
November 17, 2020**

**PROJECT DESCRIPTION AND LOCATION:** Provide professional services described as follows: Design and prepare construction drawings and specifications for the bridge replacement and roadway improvements to a two-lane local road section of Haines Rd. between Smart Road and Harris Road. The 2-lane rural local road cross section will be designed with a 35 mph design speed within a right-of-way measured nominally at 80-feet. Roadway will be designed under this contract with the desire to let the project with one construction phase. Vertical alignment modifications will be necessary to install this facility. Plans will be prepared to the specifications of the Missouri Department of Transportation (MoDOT) and Jackson County. This project will be submitted as part of the Off-System Bridge Replacement and Rehabilitation (BRO) process and will need to be designed to meet the requirements for federal aid projects.

**I. Project Coordination and Meetings**

- 1.1 The Consultant will meet with the County staff to determine specific project needs and general project desires. A design concept meeting will take place to present the most feasible solution. Existing plans, reports, and other information will be reviewed at this meeting. Project budget will be provided by County staff. The Consultant and the County will develop a design schedule as well as a proposed project schedule.
- 1.2 In accordance with the County's policy on the spread of the COVID-19 virus, project meetings are expected to be virtual. If in-person meetings are needed, all participants must wear a mask and maintain social distancing of at least six feet.
- 1.3 The Consultant will prepare a Project Work Plan (PWP) that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule. Other documents that will be used in the development of the Plans are:
  - 1.3.1 MoDOT Engineering Policy Guide at date of Notice To Proceed (NTP)
  - 1.3.2 MoDOT Standard Specifications for Highway Construction
  - 1.3.3 MoDOT Standard Plans for Highway Construction
  - 1.3.4 MoDOT Bridge Standard Drawings and Forms
  - 1.3.5 MoDOT Job Special Provisions
  - 1.3.6 MoDOT Bridge Special Provisions
  - 1.3.7 AASHTO Manual on Uniform Traffic Control Devices (MUTCD)
  - 1.3.8 AASHTO A Policy on Geometric Design of Highways and Streets

- 1.3.9 AASHTO LRFD Bridge Design Specifications 8th Edition
- 1.3.10 AASHTO Roadside Design Guide
- 1.3.11 Jackson County Standard Specifications for Street Improvements
- 1.4 The Consultant shall prepare invoices and progress reports in compliance with MoDOT's EPG 136.4.3.

## II. Preliminary Design

- 2.1 Environmental: The Consultant will conduct a review of the potential for project activities to impacts natural and cultural resources in the vicinity of the project. The Consultant will comply with EPG 136.6 Environmental and Cultural Requirements as they apply to the Haines Road Bridge project.
  - 2.1.1 Resource Review: Request for Environmental Review (RER) Form – The Consultant will prepare a RER form for submittal and review by MoDOT to determine whether the project will qualify as a Programmatic CE (PCE), Letter CE, or CE2 under the existing Programmatic Agreement. Professionally qualified staff (biologist, wetland scientist, cultural resource specialist, etc.) will obtain or produce supplemental information to attach to the RER Form, or to be placed into the Project file as back-up reference material for documentation. All figures and available resource maps will be attached to the RER form. If not required as an attachment, Consultant shall produce them for the NEPA project file. Consultant's effort shall also include one (1) progress meetings with the County.
  - 2.1.2 The RER will be completed for this project during the preliminary design phase. The MoDOT review of this form can take up to thirty (30) days and should be submitted for review only after a determination of new temporary and/or permanent right-of-way (ROW) needs and project activities have been determined to maximize efficiency in the environmental review process.
  - 2.1.3 The scope of services for Environmental does not include review beyond readily available desktop analysis of resources used for preparation of the RER form. Should MoDOT specialists identify additional environmental review in order to comply with NEPA requirements beyond those required to complete the RER, it would be considered an out-of-scope item and would be supplemented to this Agreement. See Section X, Items Not Included In Scope.
  - 2.1.4 No on-site project meetings with MoDOT or other third parties are anticipated. If additional meetings are required, they may be negotiated as additional services.
  - 2.1.5 The Consultant will retain a Missouri Certified Asbestos Inspector to provide a hazardous materials survey. The services will include a hazardous material survey for asbestos and lead prior to construction of bridge replacement. A report will be included with deliverables.
- 2.2 Field Survey and Data Collection: Perform design and cadastral surveys as required to prepare plan and profile sheets in order to provide sufficient control, location, and

land information necessary to prepare a complete set of construction plans and to prepare any legal descriptions required for right of way or easement acquisition.

2.2.1 Survey Control: The Consultant will establish the survey control network of the project. A minimum of three (3) intervisible horizontal and vertical control points will be set along the proposed corridor to be used for project control. References will be tied to each monument and benchmarks will be set on permanent structures that have less likelihood of being disturbed. Elevations will also be determined for all horizontal control points. The horizontal reference datum shall be Missouri State Plane West Zone (NAD83). The vertical reference datum shall be NAVD 88.

2.2.2 Section Corners and Property Corners: The Consultant will conduct section tie surveys per Missouri standards. The section corners necessary to reestablish the existing right-of-way, platted lots, and unplatted properties. It is assumed these corners are monumented and referenced based on current projects being conducted in the area. A search for existing property corner monuments will be conducted. Any found monuments will be shown in the topography as an unconfirmed corner. A legal boundary survey will not be conducted at this time.

2.2.3 Utility Locates: The Consultant will contact utility companies through the One-Call system. Utilities will be horizontally field located according to field marks by the utility companies or by a One-Call locator. If there is no response to the initial request, One-Call will be contacted a second time to re-issue the locate notices. The fee for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. If a utility owner does not respond to the locate request, the Consultant will contact the County to discuss a plan of action and estimated cost to complete the utility location phase of the survey.

2.2.4 Topographic Field Survey: Perform field surveys to obtain topographic information to clearly identify the ground surface. Cross sections (stream profiles) of the stream will be located 300-feet upstream and downstream of project.

2.2.5 Pavement Hardshots: Hardshots will be taken at the edge of pavement, edge of shoulder, and centerline and regular intervals. Cross sections will be taken in the areas where the proposed improvements will tie into the existing roadways.

2.2.6 Locate Storm and Sanitary Sewer Structures: The inflow and outflow and top elevations for storm and sanitary sewer structures will be located along with the size and type of structure and the size and type of the conduit entering and leaving the structure. All sanitary sewer and storm sewers to be located to the next structure upstream and downstream outside of the project limits.

2.2.7 Locate Manmade Objects: Fixed location manmade objects visible on the surface will be located horizontally and vertically at the ground.

2.2.8 Utility Location Report: The Consultant shall submit a Utility Location Report to each of the utility companies identified during the field survey and/or by the County. The report will also have a general location map attached to acquaint each company with the proposed project.

2.2.9 Field Information: Obtain information from utility companies who have facilities within the Project limits. Utility companies shall be required to locate their facilities within the Project limits. Include utility locations in survey data. Provide preliminary utility coordination. Horizontal location is required for all utilities.

2.2.10 The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. As the design progresses, the report will be updated to remain current.

2.2.11 Guaranteed Title Reports: The Consultant shall obtain ownership and encumbrance information on the properties that abut the Project site. The deliverables from the title company will need to include the ownership name, identification of any encumbrances on the property, a description of the property, and copies of deeds and any easements associated with the property. Copies of all ownership maps and recorded plats will be provided by Jackson County Public Works Department. The proposed right-of-way for this project shall be nominally 80' total (40' each side of section line) with an additional 10' utility easement that parallels the south right-of-way line. Temporary construction easements may be necessary to accommodate the construction of the permanent facilities. The Consultant will use this information to develop the right-of-way and property information used in the base mapping. The County has identified approximately four (4) parcels along the corridor.

2.3 Site Investigation: The Consultant will visit the project site to familiarize itself with the project conditions. Photographs and measurements will be documented.

2.3.1 Geotechnical Report: The Consultant will retain a professional geotechnical engineering firm to provide for any geological and geotechnical investigations. The services will include recommendations for culvert foundations in accordance MoDOT requirements.

2.3.2 A total of two (2) culvert borings are anticipated. These borings will extend at least ten (10) feet into rock.

2.3.3 The geotechnical engineer will prepare a report by a Missouri registered professional engineer. The report will include a copy of all boring logs and laboratory test results and rock core photos.

2.4 Hydrology & Hydraulics: The Consultant will prepare a hydrologic & hydraulic study to determine the appropriate waterway opening and roadway profile required for the culvert to convey the 25-year storm event without overtopping Haines Road.

2.4.1 Hydrologic analysis: The Consultant will determine the appropriate watershed delineation and peak discharge depending. The consultant will follow KCM APWA hydrologic approved methodology and use NOAA precipitation and NRCS NLCD ground cover data to determine the 10%, 4%, 2% and 1% annual exceedence probability (AEP) peak discharge values for the watershed.

2.4.2 Hydraulic Analysis: The Consultant will develop a HEC-RAS model in accordance with KCM APWA design criteria for the major drainage crossing at Haines road. The drainage structure is located within a FEMA Zone A floodplain,

which limits any water surface increase to less than 1-ft or a Conditional Letter of Map Revision (CLOMR) is required. The drainage structure will be designed to meet FEMA Zone A water surface increase of less than 1-ft, unless directed to not meet the requirements by the County. The crossing will be designed to convey the 4% AEP without overtopping Haines Road, if possible while still achieving an acceptable rise within FEMA Zone A requirements. The peak discharges determined in the hydrologic analysis will be used in conjunction with Jackson County LiDAR obtained from MSDIS and project survey.

2.4.3 Hydrologic & Hydraulic Report: The Consultant will provide a written report memorandum the document the methodology and data used and summarize the results of the hydraulic analysis with recommendations for the project. The report will be reviewed by the County and revised one time based on comments.

- 2.5 Roadway: The Consultant shall develop alignments and typical sections for the roadway to accommodate the new box culvert. Design will include a 3D model of the roadway and grading. Preliminary roadway plans will be produced in sufficient detail for County review and comment, in accordance with MoDOT standards. Consultant will provide utility companies with a set of Preliminary Plans for their review. Utility relocations are not anticipated, and the work is assumed to be coordination to inform each utility of the project. The following sheets are anticipated in the Preliminary Plans: Title Sheet, Typical Section Sheet, Control and Reference Ties Sheet, Plan and Profile Sheets, Culvert Profile Sheet, Roadway Cross Sections.
- 2.6 Bridge: The Consultant will determine the appropriate type, size, and location of the new box culvert in coordination with the roadway improvements and hydraulics of the stream. A standard MoDOT box culvert is anticipated to be selected based on passing the appropriate drainage. A preliminary Type, Size, and Location drawing and Bridge Memorandum will be prepared according to MoDOT standards.
- 2.7 Miscellaneous: The Consultant will quantify bid items and earthwork at the conclusion of the Preliminary Design phase and develop an Estimate of Probable Construction Costs. Each deliverable will be checked for quality before submission to the County.
- 2.7.1 Preliminary Plans Submittal: The Consultant will submit preliminary plans and preliminary estimate of probable construction cost to County in PDF format for review. Allow two weeks for the County to review.
- 2.7.2 Preliminary Core Team Meeting: Once Preliminary plans have been reviewed by County staff, the Consultant shall arrange a Preliminary Core Team meeting with County staff to discuss all review comments. All review comments made by County staff shall be discussed and addressed. Changes to the plans required by these comments shall be considered part of the project development process and shall not be a basis for additional design fees unless the original project scope is changed. Preliminary Plans will be revised and resubmitted as appropriate after the meeting.
- 2.7.3 MoDOT Submittal: Submit preliminary plans and preliminary estimate to MoDOT for review and approval. The Consultant will then petition MoDOT for an A-Date to begin the right-of-way or easement acquisition process.



### III. Right of Way Plans

- 3.1 Legal Descriptions and Exhibits: Prepare one (1) legal description and accompanying exhibit for one identified property. Prepare one (1) right-of-way legal description and exhibit, also one (1) easements and associated legal descriptions. The format shall be 8 1/2" x 11". The Consultant shall make revisions to the documents as directed by the County as part of the negotiations with the property owner.
- 3.2 Right of Way Plans: The Consultant will prepare Right of Way plans based on the Preliminary Plans and showing the easement or right of way acquisition.
- 3.3 MoDOT Submittal: Submit Right of Way plans and preliminary estimate to MoDOT for review and approval. The Consultant will then petition MoDOT for an A-Date to begin the right-of-way or easement acquisition process.
- 3.4 Right of Way Acquisition: The Consultant will retain a third party to provide Right of Way or Easement acquisition services for one (1) taking adhering to the *Uniform Standards of Professional Appraisal Practice* and MoDOT requirements. The services will comply with the enacted *Chapter 523, Condemnation Proceedings, of the Missouri Revised Statutes*. The County shall be responsible for mailing any 60-day notices. Third party cost estimates, Appraisal Report Updates, and Condemnation Services are not included in this scope.

### IV. Final Design

- 4.1 Survey: The Consultant will provide field staking of new easement or right of way acquisitions. The Consultant recognizes that not all of the parcels will require flagging of the proposed right-of-way and easements as part of the appraisal process. The Consultant will place wooden stakes with station, offset and description to delineate easements and rights of way. No permanent monuments will be set.
- 4.2 Hydraulics & Hydrology, Permitting: The Consultant will update the Hydraulics and Hydrology report with any needed refinements from the preliminary design. Prepare all applications, exhibits, drawings, and specifications necessary to obtain permits including:
  - 4.2.1 U.S. Army Corps of Engineers (USACE)
  - 4.2.2 Missouri Department of Natural Resources – Notice of Intent
  - 4.2.3 Missouri Department of Natural Resources – Stream Obstruction/Floodplain Fill
  - 4.2.4 Jackson County Floodplain Development Permit
  - 4.2.5 Permit applications shall be submitted for the County's approval prior to submittal to the appropriate agencies. Any payments required by the permit applications shall be paid by the County. The Consultant shall assist the County with any follow up discussion or revisions require to obtain permit approvals, if requested

as part of the permit review process. If necessary, provide for inclusion in the specifications, a list of the permits which must be obtained by the Contractor.

- 4.3 Roadway: The Consultant shall prepare Final plans, incorporating all Preliminary plan comments from County staff. The Final plans are expected to include the following sheets:
- 4.3.1 Title Sheet
  - 4.3.2 Typical Sections
  - 4.3.3 Plan Sheets
  - 4.3.4 Profile Sheets
  - 4.3.5 Traffic Control Plan Sheets
  - 4.3.6 Drainage Area Map
  - 4.3.7 Hydrologic and hydraulic data for drainage systems
  - 4.3.8 Permanent Signing Quantity Sheets
  - 4.3.9 Standard Detail Sheets as needed
  - 4.3.10 Miscellaneous Detail Sheets, non-standard details
  - 4.3.11 Summary of Quantities listed as bid items
  - 4.3.12 Culvert Cross Sections
  - 4.3.13 Cross Sections
  - 4.3.14 Traffic Control Plan: The Consultant shall prepare a detailed traffic control plan with an outline for construction staging conforming to the requirements of the Manual on Uniform Traffic Control Devices and MoDOT standards.
  - 4.3.15 Pavement Marking and Signing Plan: The Consultant shall prepare a detailed permanent pavement marking and signing plan conforming to the requirements of the Manual on Uniform Traffic Control Devices and MoDOT standards.
  - 4.3.16 Erosion Control Plan: Develop an erosion control plan for the proposed improvements. The extent of the drawings will identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities.
- 4.4 Bridge Plans: The Consultant will update the Type, Size, and Location drawing for the selected standard box culvert. Bridge general notes, estimated quantities, borings, and as built plan sheets will be developed to the extent appropriate for a standard box culvert.

4.5 Miscellaneous: The Consultant will quantify all bid items and earthwork at the conclusion of the Final Design phase and develop a final Estimate of Probable Construction Costs. Each deliverable will be checked for quality before submission to the County.

4.5.1 Project Manual: The Consultant shall develop a project manual to accompany the plans and will be part of the Contract Documents. This manual will have all of the requisite bid forms, bond information, specification reference, etc. The Consultant shall prepare Job Special Provisions for any construction items not covered by MoDOT standard specifications.

4.5.1.1 The County uses the specification for construction as developed by the Missouri Department of Transportation (MoDOT). These specifications shall be referenced for design and referenced in the project manual to be in conformance with federal aid projects. Off roadway improvements (street lighting, sidewalks, etc.) shall be in conformance with the Jackson County Standards.

4.5.1.2 The County will supply the general and special conditions and up front documents and cover for the project manual. The County will provide to the Consultant, the MS Word document of the County's front end documents. These will be supplemented with MoDOT's required forms. The County will provide to the Consultant, the MS Word documents of the County's General Conditions and Supplemental Conditions.

4.5.2 Work Day Study: The Consultant will prepare a work day study for the project in conformance with MoDOT standard practices.

4.5.3 Final Plans Submittal: The Consultant will submit final plans and estimate of probable construction cost to County in PDF format for review. Allow two weeks for the County to review.

4.5.4 Final Core Team Meeting: Once Final plans have been reviewed by County staff, the Consultant shall arrange a Final Core Team meeting with County staff to discuss all review comments. All review comments made by County staff shall be discussed and addressed. Changes to the plans required by these comments shall be considered part of the project development process and shall not be a basis for additional design fees unless the original project scope is changed. Final Plans will be revised and resubmitted as appropriate after the meeting.

## **V. Final Plans, Specifications, and Estimate**

- 5.1 Final Signed and Sealed Plan Submittal: The Consultant will electronically sign and seal the final plans and project manual.
- 5.2 Design Computation Package: The Consultant shall prepare computations for all final plan quantities and bid items.
- 5.3 Final Deliverables: AutoCAD .dwg files and .pdf files are to be supplied to the County in lieu of original mylars. The Consultant shall submit a .pdf file of the complete set of plans using PDF Converter Professional 6.0 or other software approved by the

County. Two (2) full size copies and two (2) half size copies of the final signed and sealed plans, printed on 22"x34" bond paper or 11"x17" bond paper as appropriate, shall also be delivered to the County.

- 5.4 MoDOT Submittal: The Consultant shall submit PS&E plans to MoDOT for review and approval.

## **VI. Bidding Phase**

- 6.1 Bid Documents: The Consultant will develop a bid set of contract documents to include but not limited to the following:
  - 6.1.1 Construction plans as detailed in the scope of work above
  - 6.1.2 Project Manual outlining and referencing appropriate specifications
  - 6.1.3 Any necessary addenda
- 6.2 The County will provide copies to and list the project with any plan houses or digital document distribution centers, as well as provide copies to potential contractors.
- 6.3 Questions During Bidding: The Consultant will answer questions from contractors regarding the final plans. If necessary, issue any requested addenda.
- 6.4 Bid Opening Meeting: The Consultant will attend the Bid Opening Meeting
- 6.5 The County will vet bidders and prepare a Request for Legislative Action (RLA).

## **VII. Construction Phase**

- 7.1 Pre-Construction Meeting: The Consultant will attend the Pre-construction meeting.
- 7.2 Questions During Construction: Answer questions from the contractor regarding the design and interpretation of the plans. Provide consultation concerning conditions encountered during construction that conflict with or were not addressed by the final plans. This task is estimated to be approximately six (6) hours of effort.
- 7.3 Shop Drawing and Test Inspection Review: Review and comment, or approve, contractor's shop drawings and samples, the results of tests and inspections, and other data which contractor is required to submit for the purposes of checking for compliance with the design concept and conformance with the requirements of the Contract Documents. It is anticipated that the County will review the majority of contractor submittals and that the Consultant's effort is expected to be six (6) hours of effort.

## **VIII. General**

- 8.1 The Consultant will prepare the design plans for the Project for such parts and sections, and in such order of completion, as designated by the County and in conformance with the Project's current official schedule. Further, Consultant agrees to complete all design plan development stages no later than the due dates on the Project's approved schedule.

- 8.2 The Consultant shall design the plans in general conformance with MoDOT specifications. The Consultant shall design and detail all structures or improvements not covered by MoDOT standard detail sheets or detail sheets provided by the supplier.
- 8.3 If requested by the County, the Consultant shall provide copies of design calculations and/or supporting documentation. The Consultant shall make the QC review documents available to the County for review at all times.
- 8.4 At any time prior to completion and final acceptance of the construction contract for this Project, the Consultant shall be responsible for correcting all errors and omissions due to the negligence of the Consultant and submitting revised final plans to the County.
- 8.5 Written notes from any meetings with state, federal, or other agencies will be provided to County by the Consultant. These need not be "formal minutes" but notes on discussion topics and requirements imposed.
- 8.6 The County shall provide the Consultant with the following information:
- 8.6.1 Plats of adjoining properties.
  - 8.6.2 Section corner information required for the project.
  - 8.6.3 Plans for the Haines Road Improvements.
  - 8.6.4 Copy of the County Geographic Information System (GIS) covering the drainage areas of the project corridor.
- 8.7 The Consultant must notify County of additional costs for service requested prior to performing the service. For example, if Consultant is asked to attend a meeting not included in the scope of service, the cost must be determined and approved before attending.
- 8.8 All documents must be provided in the current version of Microsoft Word as designated by the County at the time of execution of this contract.
- 8.9 All drawings must be prepared on 22"x34" sheets, also, final plans, field notes, and other pertinent Project mapping records are to be provided to County on digital format, and .pdf documents as needed.
- 8.10 A separate agreement for construction inspection will be executed at a later date if desired by the County.

## **IX. Assumptions**

- 9.1 The Consultant has assumed Haines Road can be closed in the vicinity of the new East Branch Creek bridge and phased plans will not be required.

- 9.2 The new replacement bridge will be a standard MoDOT box culvert structure. No detailed bridge design beyond inclusion of the standard structure is included within this scope.

**X. Items Not Included in Scope of Services**

- 10.1 Any work requested by the County that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
  - 10.1.1 Changes in the scope, extent, or character of the project.
  - 10.1.2 Revisions to the plans when inconsistent with previous approvals or instructions by the County.
  - 10.1.3 Updating plans to reflect development that has occurred after the Final Plans are complete.
- 10.2 Revisions or modifications to the construction plans, legal descriptions, and/or exhibits created by negotiations between the County and the property owner during property acquisition.
- 10.3 Public involvement services and/or displays
- 10.4 Wetland delineation or mitigation plan
- 10.5 Phase II Archaeological Study
- 10.6 Any additional environmental review beyond what is required to complete the RER
- 10.7 Individual 404 permit
- 10.8 Utility Relocation Plans or coordination
- 10.9 Third party cost estimates, Appraisal Report Updates, and Condemnation Services
- 10.10 Memorandum of Agreement (MOA)

**ATTACHMENT B**  
**ESTIMATE OF COST**

**Wilson & Company Cost Plus Fixed Fee  
Jackson Co. Job No. BRO-BO48 (58)**

Estimated by: JMK, NT

Date: 11/17/2020

| <b>Title</b>                            | <b>Classification</b> | <b>Hours</b> | <b>Rate</b>    | <b>Total Labor</b>    |
|---|-----------------------|--------------|----------------|-----------------------|
| Principal                               | OF7                   | 5            | \$80.00        | \$400.00              |
| Senior Engineer                         | P6                    | 49           | \$60.00        | \$2,940.00            |
| Senior Engineer                         | P5                    | 87           | \$56.00        | \$4,872.00            |
| Licensed Engineer                       | P4                    | 99           | \$37.80        | \$3,742.20            |
| Unlicensed Engineer                     | P3                    | 24           | \$35.00        | \$840.00              |
| Unlicensed Engineer                     | P2                    | 92           | \$29.38        | \$2,702.96            |
| Intern Engineer 1                       | P1                    | 0            | \$30.00        | \$0.00                |
| Senior Design Technician                | PD-5                  | 32           | \$40.00        | \$1,280.00            |
| Junior Design Technican                 | PD-1                  | 91           | \$24.00        | \$2,184.00            |
| Environmental Manager                   | SP-6                  | 0            | \$65.44        | \$0.00                |
| Environmental Specialist                | SP-4                  | 0            | \$36.20        | \$0.00                |
| Professional Surveyor                   | FS-6                  | 8            | \$65.74        | \$525.92              |
| Senior Survey Party Chief               | FS-5                  | 10           | \$53.00        | \$530.00              |
| Survey Instrument Operator              | FS-4                  | 88           | \$29.00        | \$2,552.00            |
| Senior Survey CAD Technician            | OD-4                  | 46           | \$29.00        | \$1,334.00            |
| Administrative Assistant                | AD-3                  | 6            | \$22.00        | \$132.00              |
| <b>Total Labor</b>                      |                       | <b>637</b>   | <b>\$37.73</b> | <b>\$24,035.08</b>    |
| Overhead on Direct Labor @ 170.60%      |                       |              |                | \$41,003.85           |
| Fixed Fee @ 14.60%                      |                       |              |                | \$9,495.68            |
| <b>Subtotal Labor</b>                   |                       |              |                | <b>\$74,534.61</b>    |
| <b>Expenses</b>                         |                       |              |                | <b>Total Expenses</b> |
| DBE (HG Consultants)                    |                       | 8.0%         |                | \$8,000.00            |
| Subconsultant (Terracon)                |                       | 8.9%         |                | \$8,900.00            |
| Subconsultant (Right of Way Associates) |                       | 5.4%         |                | \$5,375.00            |
| Subconsultant (SCS Engineers)           |                       | 2.0%         |                | \$2,000.00            |
| Vehicles (Personal and Company Cars)    | 80 @ \$0.575 per mile |              |                | \$46.00               |
| Vehicles (Company Trucks)               | 490 @ \$0.95 per mile |              |                | \$465.50              |
| Survey GPS Receiver                     | 5 @ \$125 per day     |              |                | \$625.00              |
| H&H Permitting                          |                       |              |                | \$0.00                |
| Printing, Plotting, Postage             |                       |              |                | \$40.00               |
| <b>Subtotal Expenses</b>                |                       |              |                | <b>\$25,451.50</b>    |

|                            |                    |
|----------------------------|--------------------|
| <b>TOTAL ESTIMATED FEE</b> | <b>\$99,986.11</b> |
|----------------------------|--------------------|



Wilson & Company Cost Estimating Form  
Jackson Co. Job No. BR0-3048 (38)

Estimated by: JMK, NT  
Date: 11/17/2020

| Classification  | Q7       | P6        | P5        | P4        | P3        | P2        | P1       | PP-5      | PD-1      | SP-6     | SP-4     | F5-6     | F5-5      | F5-4      | OD-4      | AD-3     | Total      | Remarks       |  |
|---|----------|-----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------|----------|----------|-----------|-----------|-----------|----------|------------|---------------|--|
| <b>Task 1.0 - Project Coordination and Meetings</b>                 |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Concept Meeting   |          | 1         | 1         | 1         |           |           |          |           |           |          |          |          |           |           |           |          | 3          |               |  |
| Project Work Plan and Design Criteria                               | 1        | 4         | 1         | 1         |           |           |          |           |           |          |          |          |           |           |           |          | 7          |               |  |
| Invoice Preparation & Progress Reports, General PM                  | 2        | 6         | 12        |           |           |           |          |           |           |          |          |          |           |           |           | 4        | 24         |               |  |
| <b>Task 1.0 - Subtotal</b>  | <b>3</b> | <b>11</b> | <b>14</b> | <b>2</b>  | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>0</b>  | <b>4</b> | <b>34</b>  |               |  |
| <b>Task 2.0 - Preliminary Design</b>                                |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| <b>Task 2.1 - Environmental</b>                                     |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Desktop Review  |          | 1         |           |           |           |           |          |           |           |          |          |          |           |           |           |          | 1          | Hg Task       |  |
| Request for Environmental Review Form                               |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          | 0          | Hg Task       |  |
| Quality Control   |          | 1         |           |           |           |           |          |           |           |          |          |          |           |           |           |          | 1          | Hg Task       |  |
| <b>Task 2.2 - Field Survey and Data Collection</b>                  |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Survey Control  |          |           |           |           |           |           |          |           |           |          |          |          | 1         | 6         | 1         |          | 8          |               |  |
| Section Corners and Property Corners                                |          |           |           |           |           |           |          |           |           |          |          | 2        | 8         | 3         |           |          | 13         |               |  |
| Guaranteed Title Reports  |          |           |           |           |           |           |          |           |           |          | 3        | 3        | 3         | 8         |           |          | 14         |               |  |
| Utility Locates   |          |           |           |           |           |           |          |           |           |          |          | 2        | 6         | 8         |           |          | 16         |               |  |
| Topographic Field Survey  |          |           |           |           |           |           |          |           |           |          | 1        | 2        | 60        | 20        |           |          | 83         |               |  |
| <b>Task 2.3 - Site Investigation</b>                                |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Bridge Investigation, Stream Reconnaissance, and Data Collection    |          |           | 4         | 4         |           |           |          |           |           |          |          |          |           |           |           |          | 8          |               |  |
| Geotechnical Report   |          |           | 1         |           |           |           |          |           |           |          |          |          |           |           |           |          | 1          | Terricon Task |  |
| <b>Task 2.4 - Hydrology &amp; Hydraulics</b>                        |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Data Collection   |          |           |           |           |           | 4         |          |           |           |          |          |          |           |           |           |          | 4          |               |  |
| Hydrologic Analysis   |          |           |           | 4         |           | 16        |          |           |           |          |          |          |           |           |           |          | 20         |               |  |
| Hydraulic Analysis  |          |           |           | 8         |           | 32        |          |           |           |          |          |          |           |           |           |          | 40         |               |  |
| H&H Report  |          |           |           | 4         |           | 24        |          |           |           |          |          |          |           |           |           |          | 28         |               |  |
| <b>Task 2.5 - Roadway</b>   |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Utility Notifications   |          |           | 2         |           |           |           |          |           |           |          |          |          |           |           |           |          | 2          |               |  |
| Develop Typical Section(s)  |          |           |           |           |           |           |          | 2         |           |          |          |          |           |           |           |          | 4          |               |  |
| Develop Horizontal Alignment  |          |           |           | 2         |           |           |          |           |           |          |          |          |           |           |           |          | 2          |               |  |
| Develop Vertical Alignment  |          |           |           | 2         |           |           |          |           |           |          |          |          |           |           |           |          | 2          |               |  |
| Develop 3D Model  |          | 1         |           | 4         |           | 4         |          |           |           |          |          |          |           |           |           |          | 9          |               |  |
| Plan Production   |          | 1         |           | 4         |           | 4         |          | 8         | 16        |          |          |          |           |           |           |          | 33         |               |  |
| <b>Task 2.6 - Bridge</b>  |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Coordinate Bridge Type, Size, and Location with Hydraulic Modelling |          |           | 4         | 2         |           |           |          |           |           |          |          |          |           |           |           |          | 6          |               |  |
| Bridge Type, Size, and Location Drawing (1 Sheet)                   |          |           | 4         | 4         |           |           |          |           | 8         |          |          |          |           |           |           |          | 16         |               |  |
| Develop Bridge Memorandum   |          |           | 6         | 2         |           |           |          |           |           |          |          |          |           |           |           |          | 8          |               |  |
| <b>Task 2.7 - Miscellaneous</b>                                     |          |           |           |           |           |           |          |           |           |          |          |          |           |           |           |          |            |               |  |
| Preliminary Road Cost Estimate (Quantities and Earthwork)           |          | 1         |           | 2         |           | 2         |          |           |           |          |          |          |           |           |           |          | 5          |               |  |
| Preliminary Bridge Cost Estimate (Quantities)                       |          | 2         |           | 4         |           |           |          |           |           |          |          |          |           |           |           |          | 6          |               |  |
| Preliminary Estimate of Probable Construction                       |          | 2         |           | 1         |           |           |          |           |           |          |          |          |           |           |           |          | 3          |               |  |
| Internal Plan Quality Review (OV/CS)                                | 1        | 2         |           | 4         |           |           |          |           | 8         |          |          |          |           |           |           |          | 15         |               |  |
| Addressing Preliminary Plans Comments                               |          | 4         |           | 2         |           |           |          |           | 8         |          |          |          |           |           |           |          | 18         |               |  |
| <b>Task 2.0 - Subtotal</b>  | <b>1</b> | <b>13</b> | <b>31</b> | <b>48</b> | <b>12</b> | <b>76</b> | <b>0</b> | <b>10</b> | <b>40</b> | <b>0</b> | <b>0</b> | <b>4</b> | <b>10</b> | <b>80</b> | <b>40</b> | <b>0</b> | <b>365</b> |               |  |

| Classification                                   | OF7 | P6 | P5 | P4 | P3 | P2 | P1 | PD-5 | PD-1 | SP-6 | SP-4 | FS-6 | FS-5 | FS-4 | OD-4 | AD-3 | Total | Remarks |  |
|--|-----|----|----|----|----|----|----|------|------|------|------|------|------|------|------|------|-------|---------|--|
| <b>Task 3.0 - Right of Way Plans</b>             |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Legal descriptions & Exhibits                    |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Right-of-Way Plans                               |     | 2  | 2  | 2  | 2  | 2  | 0  | 4    | 4    |      |      |      |      |      | 4    |      | 6     |         |  |
| <b>Task 3.0 - Subtotal</b>                       | 0   | 2  | 0  | 2  | 2  | 2  | 0  | 4    | 4    | 0    | 0    | 0    | 0    | 0    | 4    | 0    | 16    |         |  |
| <b>Task 4.0 - Final Design</b>                   |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| <b>Task 4.1 - Survey</b>                         |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Right-of-Way and Easement Staking                |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| <b>Task 4.2 - Hydraulics &amp; Hydrology</b>     |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| H&H Analysis & Report Update, Permitting         |     |    | 16 |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| <b>Task 4.3 - Roadway</b>                        |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Plan Production                                  |     | 1  |    | 2  | 4  |    |    | 8    | 16   |      |      |      |      |      |      |      | 31    |         |  |
| Traffic Control and Detour Plan                  |     | 1  |    |    |    |    |    |      |      |      |      |      |      |      |      |      | 1     | HR Task |  |
| Pavement Marking & Signing Plans                 |     | 1  |    |    |    |    |    |      |      |      |      |      |      |      |      |      | 1     | HR Task |  |
| Erosion Control Plans                            |     | 1  |    |    |    |    |    |      |      |      |      |      |      |      |      |      | 1     | HR Task |  |
| <b>Task 4.4 - Bridge</b>                         |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Finalize 1582 (General Plan & Elevation)         |     |    | 2  | 2  |    |    |    | 8    | 8    |      |      |      |      |      |      |      | 12    |         |  |
| General Notes and Estimated Quantities (1 Sheet) |     |    | 2  | 2  |    |    |    | 8    | 8    |      |      |      |      |      |      |      | 12    |         |  |
| Rebar (3 Sheets)                                 |     |    | 1  | 1  |    |    |    | 2    | 2    |      |      |      |      |      |      |      | 4     |         |  |
| As Built Plans (3 Sheets)                        |     |    | 1  | 1  |    |    |    | 1    | 1    |      |      |      |      |      |      |      | 2     |         |  |
| <b>Task 4.5 - Miscellaneous</b>                  |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Final Roadway Quantities and Earthwork           |     | 2  |    | 2  |    |    |    |      |      |      |      |      |      |      |      |      | 4     |         |  |
| Final Bridge Quantities                          |     | 2  | 1  | 2  |    |    |    |      |      |      |      |      |      |      |      |      | 3     |         |  |
| Final Estimate of Probable Construction          |     | 2  | 1  | 2  |    |    |    |      |      |      |      |      |      |      |      |      | 3     |         |  |
| Job Special Provisions                           |     | 2  | 6  | 2  |    |    |    |      |      |      |      |      |      |      |      |      | 10    |         |  |
| Workday Study                                    |     | 1  | 4  | 1  |    |    |    |      |      |      |      |      |      |      |      |      | 2     |         |  |
| Internal Plan Quality Review (QA/QC)             |     | 2  | 2  | 2  | 2  | 2  |    | 2    | 8    |      |      |      |      |      |      |      | 17    |         |  |
| Addressing Final Plans Comments                  |     | 2  | 2  | 2  | 2  | 2  |    | 2    | 8    |      |      |      |      |      |      |      | 18    |         |  |
| <b>Task 4.0 - Subtotal</b>                       | 1   | 16 | 18 | 35 | 6  | 16 | 0  | 10   | 51   | 0    | 0    | 2    | 0    | 8    | 2    | 0    | 108   |         |  |
| <b>Task 5.0 - PS&amp;E</b>                       |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| <b>Task 5.1 - Miscellaneous</b>                  |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Final Signed and Sealed Plan Submittal           |     |    | 2  | 2  |    |    |    | 4    |      |      |      |      |      |      |      |      | 4     |         |  |
| Assemble Design Computation Package              |     | 2  | 2  | 2  | 4  |    |    |      |      |      |      |      |      |      |      |      | 10    |         |  |
| <b>Task 5.0 - Subtotal</b>                       | 0   | 4  | 4  | 10 | 4  | 0  | 0  | 4    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 27    |         |  |
| <b>Task 6.0 - Bidding Phase</b>                  |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Assemble Bid Set of Documents                    |     | 2  |    |    |    |    |    | 4    |      |      |      |      |      |      |      |      | 4     |         |  |
| Questions During Bidding                         |     | 1  | 2  | 2  |    |    |    |      |      |      |      |      |      |      |      |      | 5     |         |  |
| Bid Opening Meeting                              |     | 1  | 4  |    |    |    |    |      |      |      |      |      |      |      |      |      | 4     |         |  |
| <b>Task 6.0 - Subtotal</b>                       | 0   | 3  | 6  | 2  | 0  | 0  | 0  | 4    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 1    | 16    |         |  |
| <b>Task 7.0 - Construction Phase</b>             |     |    |    |    |    |    |    |      |      |      |      |      |      |      |      |      |       |         |  |
| Pre-construction Meeting                         |     |    | 2  |    |    |    |    |      |      |      |      |      |      |      |      |      | 2     |         |  |
| Questions During Construction                    |     |    | 6  |    |    |    |    |      |      |      |      |      |      |      |      |      | 6     |         |  |
| Shop Drawing & Test Inspection Review            |     | 0  | 0  | 14 | 0  | 0  | 0  | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 14    |         |  |
| <b>Task 7.0 - Subtotal</b>                       | 0   | 0  | 14 | 0  | 0  | 0  | 0  | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 0    | 14    |         |  |
| <b>Total</b>                                     | 5   | 49 | 87 | 99 | 24 | 92 | 0  | 32   | 91   | 0    | 0    | 8    | 10   | 88   | 46   | 6    | 637   |         |  |

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from

the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

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#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.



8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
Local Federal-aid Transportation Projects

**Firm Name (Consultant):** Wilson & Company, Inc., Engineers & Architects

**Project Owner (LPA):** Jackson County, Missouri

**Project Name:** Haines Road Bridge over East Branch Creek

**Project Number:** BRO-B048 (58)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

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

Printed Name: Nicholas Thomas

Signature: \_\_\_\_\_

Signature: Nicholas Thomas

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

Date: November 17, 2020

**ATTACHMENT G**  
**Supporting Documentation**

**Missouri Department of Transportation**  
*Patrick K. McKenna, Director*

1.888.ASK MODOT (275.6636)

July 28, 2020

Ms. Catherine Cochran  
Wilson & Company, Inc., Engineers & Architects  
4401 Masthead Street NE, Suite 150  
Albuquerque, NM 87109

Dear Ms. Cochran:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Wilson & Company, Inc., Engineers & Architects will be added to the Consultant Prequalification List. To view this list, go to [www.modot.gov](http://www.modot.gov) scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2019. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

|                                       |         |
|---------------------------------------|---------|
| Home Office Rate                      | 169.93% |
| Facilities Capital Cost of Money Rate | 0.67%   |
| Field Office Rate                     | 124.85% |
| Facilities Capital Cost of Money Rate | 0.45%   |

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,



Sandra Riley  
Auditor  
Audits and Investigations

cc: Rodney Braman-de



*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)



| Exhibit A (Costs)  |          |           |           |           |
|--|----------|-----------|-----------|-----------|
| Jackson Co. - Project B048(58) - Haines Rd. Bridge Replacement |          |           |           |           |
| MoDOT - Project No.  |          |           |           |           |
| Design Man-hour Estimate                                       |          |           |           |           |
| Task Description   | P1       | PM1       | E1        | D1        |
| <b>Task 1 - BRO Requirements</b>                               |          |           |           |           |
| Signing Plans (1 Sheet)  | 0        | 2         | 2         | 4         |
| Striping Plans (1 Sheet)                                       |          | 2         | 2         | 5         |
| Erosion Control (1 Sheet)                                      |          | 4         | 4         | 4         |
| Responding to comments   |          | 4         | 4         | 4         |
| Meeting with Wilson and Co                                     |          | 4         |           |           |
| QAQC   |          | 4         | 4         |           |
| Invoices   | 2        | 4         |           |           |
|  |          |           |           |           |
| TASK 1 Sub-Total Hrs.  | 2        | 24        | 16        | 17        |
|  |          |           |           |           |
| <b>PROJECT HOUR TOTALS</b>                                     | <b>2</b> | <b>24</b> | <b>16</b> | <b>17</b> |



Exhibit A (Costs)  
Jackson Co. - Project B048(58) - Haines Rd. Bridge Replacement  
*MoDOT - Project No.*  
Mileage Breakdown

| <u>Person</u> | <u>Trip Destination</u> | <u>Avg. Miles</u> | <u>No. of Trips</u> | <u>Total Miles</u> |
|---------------|-------------------------|-------------------|---------------------|--------------------|
|---------------|-------------------------|-------------------|---------------------|--------------------|

Total Miles = 0  
Amount (\$0.545/mi) = \$0.00



**Exhibit A (Costs)**  
**Jackson Co. - Project B048(58) - Haines Rd. Bridge Replacement**  
*MoDOT - Project No.*  
**Task 1 PRELIMINARY Design Estimate**

| CLASS                           | TOTAL<br>HOURS  | HOURLY<br>RATE | COST               |
|---------------------------------|-----------------|----------------|--------------------|
| P1                              | 2               | \$ 91.37       | \$ 182.74          |
| PM1                             | 24              | \$ 60.77       | \$ 1,458.48        |
| E1                              | 16              | \$ 47.37       | \$ 757.92          |
| D1                              | 17              | \$ 36.77       | \$ 625.09          |
|                                 | <u>59</u>       |                |                    |
| Direct Salary Total             |                 |                | \$ 3,024.23        |
| Overhead (132.05%)              |                 |                | <u>\$ 3,993.50</u> |
| Total Labor Cost                |                 |                | \$ 7,017.73        |
| Fixed Fee of Labor Cost (13.0%) |                 |                | <u>\$ 982.48</u>   |
| Direct Costs:                   |                 |                |                    |
|                                 | Mileage:        | \$ -           |                    |
|                                 | Printing, etc.: | <u>\$ -</u>    |                    |
| Total Direct Costs              |                 |                | <u>\$ -</u>        |
| <b>Total Cost:</b>              |                 |                | <b>\$ 8,000.21</b> |



Exhibit A (Costs)  
Jackson Co. - Project B048(58) - Haines Rd. Bridge Replacement  
*MoDOT - Project No.*

**Project Costs Summary**

|                           |    |          |
|---------------------------|----|----------|
| Task 1 - BRO Requirements | \$ | 8,000.21 |
|---------------------------|----|----------|

**Total Project Costs: \$ 8,000.21**





**Exhibit A (Costs)**  
**Jackson Co. - Project B048(58) - Haines Rd. Bridge Replacement**  
**MoDOT - Project No.**  
**Job Title Classifications**

| CLASSIFICATION | TITLE                   | SALARY   |
|----------------|-------------------------|----------|
| P1             | PRINCIPAL               | \$ 91.37 |
| PM1            | DOCUMENT REVIEWER       | \$ 60.77 |
| E1             | ROADWAY ENGINEER        | \$ 47.37 |
| D1             | TRANSPORTATION DESIGNER | \$ 36.77 |

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

STATE OF Missouri )  
 ) ss  
COUNTY OF Clay )

On the 7<sup>th</sup> day of February, 2020, before me appeared Earl Harrison Jr.,  
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.

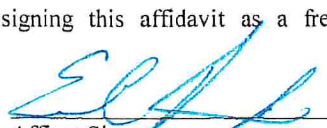
• I, the Affiant, am the President of Hg Consult, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

• 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.

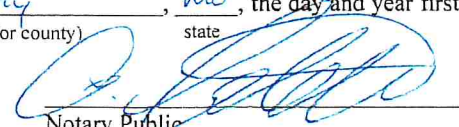
• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined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

  
Affiant Signature

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

  
Notary Public

My commission expires: 5-2-23

*[documentation of enrollment/participation in a federal work authorization program attached]*  
AUSTIN R. LATSHAW  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Lafayette County  
My Commission Expires May 2, 2023  
Commission # 19040754

**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 Hg Consult, Inc. (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: 306926

Approved by:

|  |                    |
|--|--------------------|
| <b>Employer</b><br>Hg Consult, Inc.                            |                    |
| Name (Please Type or Print)<br>Earl J Harrison                 | Title              |
| Signature<br>Electronically Signed                             | Date<br>02/24/2010 |
| <b>Department of Homeland Security – Verification Division</b> |                    |
| Name (Please Type or Print)<br>USCIS Verification Division     | Title              |
| Signature<br>Electronically Signed                             | Date<br>02/24/2010 |

# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

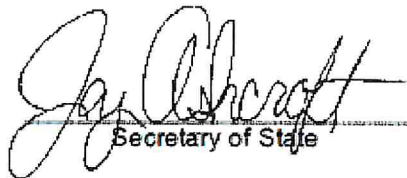
CORPORATION DIVISION  
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

*HG Consult, Inc.*  
*01027169*

was created under the laws of this State on the 14th day of January, 2010, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 7th day of February, 2020.

  
Secretary of State



Certification Number: CERT-02072020-0044

September 11, 2020

Mr. Stephen Wells  
Hg Consult, Inc.  
9111 NE 79<sup>th</sup> Street  
Kansas City, MO

Dear Mr. Wells:

Thank you for submitting your company's annual financial pre-qualification documents. MoDOT's Audits and Investigations Division has completed the review. Hg Consult, Inc. will be added to the Consultant Prequalification List. To view this list, go to [www.modot.gov](http://www.modot.gov) scroll down to Partner with MoDOT– select Consultant Resources – select Consultant Prequalification List under Explore This Topic.

The rate(s) shown in the following table represents the rate(s) as presented in the financial pre-qualification documents for the year ended 2019. The acceptance of this rate(s) is for MoDOT only and is not intended to imply cognizant approval.

|                  |         |
|------------------|---------|
| Home Office Rate | 139.52% |
|------------------|---------|

All companies must submit the required pre-qualification information annually using the most current forms found on the Consultant Pre-qualification Requirements webpage. Failure to comply may result in loss of MoDOT pre-qualification. Financial information should reflect the most recent complete fiscal year and must be submitted no later than six months after the close of that fiscal year. Please remember to review the expiration dates to ensure your company remains in approved status.

If you have any questions, please call (573) 751-7446.

Respectfully,



Kelly R. Niekamp  
Audit Manager  
Audits and Investigations

cc: Rodney Braman-de



*Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.*

[www.modot.org](http://www.modot.org)

# *Right of Way Associates*

*Appraisals • Acquisitions • Consultation • Negotiations*

November 11, 2020

Mr. Nicholas Thomas, P.E.  
Vice President  
Wilson & Company, Inc.  
800 East 101<sup>st</sup> Terrace, Suite 200  
Kansas City, Missouri 64131

Re: Appraisal, Appraisal Review and Acquisition Services  
Haines Road Bridge Replacement Project  
Project BRO-B048(58)  
Jackson County, Missouri

Dear Mr. Thomas:

I have reviewed the above referenced project and have enclosed a proposal to perform appraisal and acquisition services for one tract situated in Jackson County.

The scope of services, costs and other particulars are detailed in the proposal. Thank you for the opportunity to be of service and we look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. W. Moser".

John W. Moser, MAI, SRA  
President

Enclosure

**HAINES ROAD BRIDGE REPLACEMENT  
PROJECT BRO-BO48(58)  
JACKSON COUNTY, MISSOURI**

**Scope of Services:**

The proposed improvements involve the reconstruction of a bridge at the titled location. It is anticipated that there will be acquisitions required from one property.

All services will adhere to the *Uniform Standards of Professional Appraisal Practice* and the *Missouri Department of Transportation* requirements.

The services will also comply with enacted *Chapter 523, Condemnation Proceedings, of the Missouri Revised Statutes*. This act requires a 30-day window for property owners to provide an alternative routing and specific considerations prior to any eminent domain proceedings (if necessary), and a minimum 30-day negotiating period, including providing a copy of the appraisal to the property owner. It is assumed that Jackson County will be responsible for the mailing of any 60-day notices.

*Appraisal Services -*

The appraisal will be performed according to the following scope:

1. Invite each owner to accompany the appraiser during the property inspection.
2. For each parcel, identification of the economic unit, or larger parcel to be appraised, based upon the unities of use, contiguity and ownership.
3. Identify available utility and development infrastructure.
4. Review the existing zoning, and master planned zoning, from the appropriate governmental authority. Estimate the Highest and Best use of the property.
5. Research county records and other available sources for comparable sales data.
6. Estimate land values based upon comparable data.
7. Analyze and estimate value impacts due to takings and site improvement losses (structures and other improvements).
8. Analyze any building setback impacts due to the acquisitions.
9. Preparation of valuations which delineate monetary impacts.

*Review Appraisal Services -*

A review appraisal will be required, according to MoDot requirements. Mr. Dan Craig, MAI, with Keller, Craig & Associates will perform the review to ensure compliance with appropriate standards.

*Acquisition Services -*

An average of five property contacts will be made during the acquisition phase of the project, outlined as follows:

Contact 1. Contact the owner by telephone to schedule a time to meet with them, at their convenience.



Contact 2. Travel to the property owner's residence, place of business or another location of their choice (within the Kansas City Metro area. Out of town ownerships will be handled by mail). Review the plans for the project with them, answer any questions they may have, receive technical engineering questions and make the offer to them for the acquisitions for the project. If the owner chooses to make a counteroffer, transmit this information to the Client/Project Engineer for their decision. If the owner is agreeable the transaction would be completed in this first visit. Normally, additional contacts are required.

Contact 3. Contact the owner, and if they desire, meet with them again. Provide answers to technical engineering questions from information provided by the Client/Project Engineer. Answer any additional questions regarding the appraisal/acquisition process or seek additional engineering counsel. At that point, we will attempt to complete the transaction at the original offer or any approved counteroffer amount.

Contact 4. Following consultation with the Client/Project Engineer, write a final offer letter to the property owner in an attempt to acquire the needed acquisitions.

Contact 5. If the owner accepts the final offer, meet with them again to sign. If we are unable to satisfactorily complete the negotiation, transmit the file to the Client for legal action.

#### **Additional Services:**

##### *Appraisals/Acquisitions -*

Any additional appraisals or acquisitions for properties beyond the estimated number of properties, or services beyond the specified scope, is an additional service.

##### *Cost Estimates -*

Any third-party cost estimates for fencing or any other site improvements will be considered a reimbursable expense, including our time obtaining the estimate(s).

##### *Document Preparation -*

Acquisition documents can be prepared from legal descriptions furnished by the project engineer.

##### *Meeting Attendance -*

We will attend status and strategy meetings, if needed.

##### *Appraisal Report Updates -*

Any appraisal report that requires update due a change in market conditions attributed to delays in the project beyond the control of *Right of Way Associates* is considered an additional service.

##### *Condemnation Services -*

*Right of Way Associates* can provide evidence and testimony showing good faith offers have been made, as well as provide expert testimony as to valuation conclusions.

## **PROJECT SCHEDULE**

The appraisal, appraisal review and acquisition services for the property will take up to 45 days for the appraisal/review and up to 30 days for the acquisition.

## INSURANCE

*Right of Way Associates* carries \$2,000,000 in general liability insurance, as well as an amount prescribed by law for Workers' Compensation. We also carry \$1,000,000 in Professional Liability Insurance. Our insurance covers all employees and independent contractors (except for Worker's Compensation) and evidence of insurance will be provided upon request.

## COST OF SERVICES

The base not to exceed cost for the appraisal services is \$2,250 and \$1,125 for the appraisal review services. The fee for the acquisition services will be \$2,000. The not to exceed base cost for the appraisal, appraisal review and acquisition services is thus \$5,375. The charges will be made at the hourly rate and fee schedule described in this section, subject to the price cap. Periodic, itemized billings may be submitted. Compensation for any additional services will be made at the hourly rate and fee schedule described in this section.

### Fee Schedule

The fees will be in accord with the following rate schedule, subject to the above price cap:

A. Personnel hourly rates:

| <u>Position</u>     | <u>Rate/Hr.</u> |
|---------------------|-----------------|
| Principal Appraiser | \$275.00        |
| Review Appraiser    | 275.00          |
| Right of Way Agent  | 90.00           |

B. Mileage:

\$0.56 per mile.

C. Out of pocket expenses:

Reimbursement of out of pocket expenses at cost.

## CONSIDERATIONS

This proposal is predicated on the following items:

1. Completed acquisition documents and construction drawings will be provided at the start of the individual appraisals.
2. Field staking marking the acquisition boundaries will be provided before the assignment is commenced.

Submitted by:

Right of Way Associates



John W. Moser  
President

Date: November 11, 2020

Approved by:  
Wilson & Company, Inc.

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

Date: \_\_\_\_\_, 20

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

STATE OF KANSAS )  
COUNTY OF Johnson ) ss

On the 9<sup>th</sup> day of February 2021, before me appeared John W, Moser  
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 Moser & Associates, Inc., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

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.

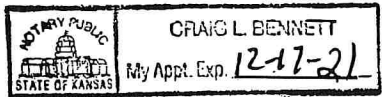
I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 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.

[Signature]  
Affiant Signature

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



[Signature]  
Notary Public

My commission expires:

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

Department of Homeland Security  
E-Verify

### User Audit Report

ACCOUNT ID:  
COMPANY ID NUMBER:

INITIATED BY: --ALL--  
STATE:

COMPANY NAME:  
REPORTING DATE FROM:

TO:

CITY:  
PILOT: WEB-BP

Pilot: WEB-BP  
Initiated By: John Moser

Company ID Number: 226163  
Account ID: PVKS015L

Company Name: Moser & Associates, Inc.  
City: Leawood

State: KS

| Case Verification Number | Query Date | Social Security Number | Alien Number | Last Name | First Name | Hire Date  | Initial Resolution    | Secondary Resolution | Third-Step Resolution | Employer Closure Date | Employer Closure Type |
|--------------------------|------------|------------------------|--------------|-----------|------------|------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|
| 2009180150333NW          | 06/29/2009 | [REDACTED]             | [REDACTED]   | Moser     | John       | 11/01/1997 | EMPLOYMENT AUTHORIZED |                      |                       | 08/05/2009            | Resolved Authorized   |
| 2009217162659VY          | 08/05/2009 | [REDACTED]             | [REDACTED]   | Patton    | Roger      | 11/01/1997 | EMPLOYMENT AUTHORIZED |                      |                       | 08/05/2009            | Resolved Authorized   |
| 2009217173219DB          | 08/05/2009 | [REDACTED]             | [REDACTED]   | Bennett   | Craig      | 11/01/1997 | EMPLOYMENT AUTHORIZED |                      |                       | 08/05/2009            | Resolved Authorized   |

Sub-Total Cases: 3

Total Cases: 3

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

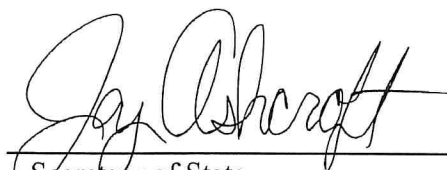
I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**KELLER, CRAIG & ASSOCIATES, INC.**

**F00646170**

A Kansas entity was created under the laws of this State on 3/10/2005, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri.  
Done at the City of Jefferson, the 22nd day of December, 2020.

  
Secretary of State

Certification Number: CERT-IN45043



# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State


## CERTIFICATE OF GOOD STANDING

I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**MOSER & ASSOCIATES, INC**  
**F00488400**

A Kansas entity was created under the laws of this State on 9/27/2000, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 22nd day of December, 2020.

  
Secretary of State

Certification Number: CERT-IN44981



October 27, 2020

Mr. Jason Kemnitz  
Senior Bridge Engineer  
Wilson & Company, Inc.  
800 East 101<sup>st</sup> Terrace, Suite 200  
Kansas City, Missouri 64131

Re: **Proposal for Hazardous Material Survey**  
Haines Road Bridge Replacement Project  
Jackson County, Missouri

Dear Mr. Holmes:

SCS Engineers (SCS) is pleased to submit this cost proposal to Wilson & Company, Inc. (Client) to complete a hazardous material survey for asbestos and lead prior to a bridge replacement project on Haines Road in Jackson County, Missouri (Site). This proposal includes our proposed scope of work and proposed cost.

## **TASK 1 HAZARDOUS MATERIAL SURVEY**

SCS Engineers will perform a hazardous materials survey of the Haines Road Bridge for asbestos and lead-based paint (LBP). The survey will include evaluating the structure for the presence of asbestos-containing building materials (ACBM) and LBP. If these regulated building materials are identified, the location and quantities will be substantiated. A summary of the survey activities and findings will be included in a combined hazardous material report. The survey report will not include an asbestos and/or LBP abatement design.

### Asbestos-Containing Materials

SCS will provide one United States Environmental Protection Agency (EPA) accredited Asbestos Hazard Emergency Response Act (AHERA)-accredited and State of Missouri-certified Asbestos Building Inspector to collect samples of building materials suspected to contain asbestos. The survey will be conducted in general accordance with the EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR Part 61.145, Missouri Code of State Regulations 10-6.241. The survey will include a visual inspection to identify and evaluate the condition of suspect ACBMs and sampling to characterize asbestos-containing materials (ACM). If suspect ACM is observed, the SCS inspector will collect the appropriate number of samples of the material and analyze the samples for asbestos content. Samples will be collected according to EPA and MDNR guidelines, which dictate the number and location of samples to be collected. For cost estimating purposes, SCS assumed nine (9) suspect ACM samples will be collected. The SCS inspector will quantify each suspect ACBM identified.

### Lead-Based Paint

Identification of building components and finishes that contain LBP is vital for this bridge demolition and replacement project. We will utilize a State of Missouri-certified Lead Inspector to collect paint chip samples from road striping and other painted surfaces. The LBP survey will be conducted in accordance with MoDot and EPA guidelines. For cost estimating purposes, SCS assumed three (3)



suspect LBP samples will be collected. The intent of paint chip sampling is to provide information regarding the general locations of existing LBP on the current structure. This information is also used by construction contractors to comply with United States Occupational Health & Safety Administration (OSHA) Hazard Communication requirements for a demolition project.

We will prepare and deliver one electronic hazardous material survey report associated with the ACM and LBP survey portions of this project. The survey report will contain tables and descriptions noting the quantity, type, and location of identified ACM and LBP, along with figures depicting locations of the identified materials. Discussion of the analytical results, conclusions regarding the findings and any recommendations will also be included. Report attachments will include laboratory analytical results, certifications, samples location figures and photographic documentation.

**PROPOSED PROJECT TEAM**

- **Field Professional – Bryan Ross** is an environmental professional with a wide range of duties at SCS. He is a State of Missouri certified Asbestos Inspector and licensed LBP inspector. He is also highly experienced conducting environmental due-diligence efforts and construction oversight. *For this project, Bryan will be responsible for conducting the hazardous material survey as part of the Wilson engineering design team.*

**PROJECT SCHEDULE**

Following your approval of this proposal, SCS will immediately begin the hazardous material survey activities. The final report will be submitted in accordance with the schedule provided by the Client; dates to be forwarded upon authorization of the proposal and the agreement of SCS.

**PROJECT FEE**

SCS will complete the scope of work described herein for a lump sum fee of **\$2,000.00**.

| <b>TABLE 1 – PROFESSIONAL FEES</b> |             |             |                 |                    |
|------------------------------------|-------------|-------------|-----------------|--------------------|
| <b>Task Description</b>            | <b>Unit</b> | <b>Rate</b> | <b>Quantity</b> | <b>Total</b>       |
| <b>Hazardous Material Survey</b>   |             |             |                 |                    |
| Asbestos Building Inspector        | Hour        | \$ 115.00   | 2               | \$ 230.00          |
| Lead Inspector/Risk Assessor       | Hour        | \$ 115.00   | 2               | \$ 230.00          |
| Administrative Professional        | Hour        | \$ 85.00    | 1               | \$ 85.00           |
| <b>Sub-Total</b>                   |             |             |                 | <b>\$ 545.00</b>   |
| <b>Materials and Supplies</b>      |             |             |                 |                    |
| PLM Sample Analysis                | Each        | \$ 6.50     | 9               | \$ 58.50           |
| Lead Paint Chip Sample Analysis    | Each        | \$ 7.50     | 3               | \$ 22.50           |
| Site Mobilization/Demobilization   | Each        | \$ 195.00   | 1               | \$ 195.00          |
| <b>Sub-Total</b>                   |             |             |                 | <b>\$ 276.00</b>   |
| <b>Final Reporting</b>             |             |             |                 |                    |
| ACM-LBP Report                     | Each        | \$ 1,179.00 | 1               | \$ 1,179.00        |
| <b>Sub-Total</b>                   |             |             |                 | <b>\$ 1,179.00</b> |
| <b>Project Total</b>               |             |             |                 | <b>\$ 2,000.00</b> |

Our fee is based on the following assumptions:

- Site access will be required for SCS personnel to perform survey activities. This will be conducted by SCS following written notification from the Client that the property owner has authorized access to the Site. If a MODOT right-of-way permit is required to perform the work, it is assumed this will be obtained by the Client.
- Destructive sampling may be required during surveying activities. SCS is not responsible for repairing sample locations.
- Additional asbestos sample collection will be invoiced at a rate of \$6.50 per sample.
- Additional lead sample collection will be invoiced at a rate of \$7.50 per sample.

## LIMITATIONS

SCS will provide these professional services in accordance with typical industry practice applied to projects of the same general scope of work. Our inspectors will attempt to identify asbestos and lead associated with the structure; however, it should be noted that additional ACBM or LBP, not readily observable during the proposed sampling activities, may be present. It should be understood that SCS will not be able to represent that the structure contains no hazardous materials or other latent conditions beyond that detected or observed by our personnel.

## ACCEPTANCE OF WORK

SCS appreciates the opportunity to submit this proposal to provide professional services as detailed in this proposal. All work will be performed in accordance with the attached Terms and Conditions. Work will be initiated upon receipt of the completed signature block found at the end of the Terms and Conditions.

SCS is available to start work on this project immediately following your authorization. Please contact us at the phone numbers listed below if you have questions regarding this proposal.

Sincerely,



Bryan Ross  
Project Professional  
**SCS ENGINEERS**  
(913) 749-0735



Michael E. Dustman  
Senior Project Manager  
**SCS ENGINEERS**  
(913) 749-0719

Attachment: Terms and Conditions for Professional Consulting Services

**SCS ENGINEERS**  
**TERMS AND CONDITIONS**  
**FOR PROFESSIONAL CONSULTING SERVICES**

1. **SCOPE OF SERVICES:** SCS Engineers will perform the services set forth in the Scope of Service Proposal for this project, of which these terms and conditions are a part. Initiation of services by SCS Engineers will automatically incorporate these terms and conditions into this project. All amendments to the Scope of Service Proposal shall be made in writing, and signed by SCS Engineers and Client.
2. **PAYMENTS:** SCS Engineers will submit invoices to Client monthly and a final bill upon completion of services. Unless expressly provided and denominated as such in a Scope of Services Proposal, no retainage shall be withheld by Client. Time is of the essence in payment of invoices and timely payment is a material part of the consideration of this Agreement. Payment is due upon presentation of invoice, and is past due thirty 30 days from the date of invoice. Client agrees to pay a finance charge of one and one half percent per month on past due accounts. Client also agrees to pay all costs and expenses, including reasonable attorney fees incurred by SCS Engineers relating to collection proceedings on overdue accounts. Failure of client to abide by the provisions of this section will be considered grounds for termination by SCS Engineers.
3. **OWNERSHIP OF DOCUMENTS:** All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, estimates, and all electronic media prepared by SCS Engineers are considered its work product and to be instruments of service. SCS Engineers shall retain all common law, statutory and other reserved rights, including the copyrights on said work product and instruments of service. However, all work product and instruments of service specific to an executed Scope of Services Proposal shall be supplied to Client for use, but not ownership. SCS Engineers shall not be responsible for any conclusions, interpretations, or recommendations generated or made by others, which are based, in whole or in part, on SCS Engineers generated work product or instruments of service. Any reuse of work product or instruments of service by Client without a specific agreement with SCS Engineers in each case shall be at Client's risk. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a reliance fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
4. **INSURANCE:** SCS Engineers will maintain appropriate workers compensation/employers liability; automobile; general liability; and professional liability insurance coverages. An insurance certificate will be provided upon request.
5. **INDEMNITY:** To the fullest extent permitted by law, SCS Engineers hereby indemnifies and agrees to hold harmless Client, including Client's officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is caused by SCS Engineers, or its employees by the negligent performance of professional services, limited, however, as provided elsewhere in this Agreement.

To the fullest extent permitted by law, Client hereby indemnifies, releases, and agrees to hold harmless SCS Engineers including SCS Engineers' officers, directors, agents, and employees, to the extent a loss, damage, expense (including reasonable attorney's fees), or injury is: (a) caused by any cause other than the negligent errors or omissions of SCS Engineers, or (b) is based on a claim that SCS Engineers is a generator, disposer, or arranger of hazardous materials or substances at Clients site.

The terms of this Article shall survive the expiration or termination of this Agreement.

6. **STANDARD OF CARE:** SCS Engineers agrees to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other members of its profession currently practicing under similar circumstances, in the same locale, at the time the services are performed and with the information available to SCS Engineers.
7. **LIMITATION OF LIABILITY:** Client agrees that, to the fullest extent permitted by law, SCS Engineers' total aggregate liability per Scope of Services Proposal to Client for injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause(s), shall not exceed the fee in the Scope of Services Proposal which included the services under which the claim arose, or \$50,000, whichever is greater, and Client releases SCS Engineers from any liability above such amount. This release applies to any loss and all damages, injuries, claims, and expenses (including attorney's fees and expert witness fees and expenses), regardless of the cause, whether, but not limited to, strict liability, statutory liability, the negligence, errors or omissions of SCS Engineers, breach of contract, breach of warranty, negligent misrepresentation, or other contract or tort claims, and whether, but not limited to, special, indirect, or consequential or punitive damages. SCS Engineers shall not be responsible for damages or costs resulting from hidden conditions or latent defects in design, materials, or construction of existing facilities. Unless expressly provided and denominated as such on a Scope of Services Proposal, there shall be no liquidated damages.
8. **MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** SCS Engineers and Client agree that neither shall be liable to the other, or anyone claiming on their behalf, for any special, indirect or consequential damages of any type, whether arising in tort (including negligence), contract, warranty (express or implied), strict liability, statutory liability or any other cause of action, including but not limited to loss of profit, loss of use, loss of business, reputation or financing.
9. **SAFETY:** SCS Engineers is not responsible and shall not be liable for injuries or damages incurred by third parties who are not employees of SCS Engineers. It is agreed that SCS Engineers is not responsible for job or site safety on this project, unless specifically agreed to in writing. Job site safety in, on or about the site is the sole and exclusive responsibility of the contractor.
10. **THIRD PARTY RELIANCE:** All documents produced by SCS Engineers are for client's use only. At Client's request, SCS Engineers may provide a letter authorizing limited reliance on certain documents by a third party, but only if the third party agrees to pay a fee and be bound by the terms and conditions in this Agreement between SCS Engineers and Client.
11. **UTILITIES AND SUBTERRANEAN STRUCTURES:** SCS Engineers will take reasonable precautions to avoid causing damage to utilities and subterranean structures. SCS Engineers is not responsible for any loss, damage or injury arising from damage to, or contact with, any utilities or subterranean structures that were not properly called to SCS Engineers' attention, were not properly located on drawings, or was caused by the providing of inaccurate or incomplete information regarding their location.
12. **CHANGED CONDITIONS:** If, during the performance of this Agreement, unexpected conditions or circumstances are discovered, SCS Engineers will notify Client and the parties will renegotiate the previously agreed upon Scope of Services Proposal. SCS Engineers and Client will promptly and in good faith enter into a renegotiation process. If renegotiated terms cannot be agreed to

within sixty (60) days, SCS Engineers will have the right to terminate this Scope of Service Proposal without penalty.

**13. DISPUTE RESOLUTION:** In the event of any dispute between the parties arising out of or in connection with this Agreement or the services or work contemplated herein, the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the principals of each party. If the parties are unable to resolve the dispute through negotiation within forty-five (45) days, then either party may give written notice that it elects to proceed with non-binding mediation pursuant to the Commercial Mediation Rules of the American Arbitration Association then in effect. In the event that mediation is not invoked by the parties within fifty-five (55) days or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a statute of limitations may expire.

The fees of the mediator and any filing fees shall be shared equally by the parties.

**14. TESTING AND OBSERVATION SERVICES:** If SCS Engineers is hired by Client to provide a site representative for the purpose of testing or observing specific portions of the work, this work will not include supervision or direction of the actual work of any contractors, their employees or agents. SCS Engineers will observe only the portion of the work we have been hired for and perform tests on, the results being delivered to Client or others if directed by Client. Client understands that even with very careful field testing and observation, field testing and observation is conducted to reduce, not eliminate, the risk of problems arising, and that providing these services does not create a warranty or guarantee of any type by SCS Engineers.

**15. SOIL BORING AND TEST LOCATIONS:** The accuracy of test locations and elevations will commensurate only with pacing and approximate measurements or estimates. SCS Engineers can provide a professional surveyor if greater accuracy is required or desired. SCS Engineers reserves the right to deviate a reasonable distance from the boring and test locations unless this right is specifically revoked in writing.

**16. ON SITE SERVICES:** Project site visits by SCS Engineers, or the furnishing of employees to work on the project, will not make SCS Engineers responsible for construction means, methods, techniques or procedures; or for any construction contractor's failure to perform its work in accordance with the drawings and specifications.

**17. TERMINATION:** Either party may terminate this Agreement or an executed Scope of Services Proposal, or both, with or without cause, by providing seven (7) days written notice. SCS Engineers shall be paid for all services performed and all expenses incurred prior to the effective date of the Notice of Termination, and for all additional services or expenses authorized by Client thereafter. Following termination, Client shall not utilize any consultant or subcontractor of SCS Engineers for any services related to Client's project without the prior written consent of SCS Engineers.

**18. CONFIDENTIALITY:** SCS Engineers will keep confidential documents, reports and information generated for Client on this project and will not release or disclose said information without Client's consent, except to the extent required by court order, subpoena, governmental directive, or by law.

**19. SEVERABILITY:** If any provision contained in this Agreement is held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired.

**20. GENERAL RESPONSIBILITIES OF CLIENT:** Client will, within a reasonable period of time, so as not to delay the services of SCS Engineers: place at SCS Engineers' disposal all available information pertinent to the project; SCS Engineers may rely on the information provided as being accurate without independent verification; client will provide prompt written notice to SCS Engineers whenever Client observes or otherwise becomes aware of any defect in SCS Engineers' services; and Client will arrange for access to public and private property as required for SCS Engineers to provide its services.

**21. GOVERNING LAW:** Unless otherwise provided, the substantive law of the state of Kansas will govern the validity of this Agreement, its interpretation and performance and remedies for contract breach or any other claims related to this Agreement.

**COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT**

During the performance of this Agreement, Client acknowledges the applicability of the Federal Immigration Reform Control Act of 1986 ("IRCA"). Client agrees to comply with the law in performing under this Agreement.

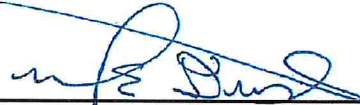
**22. ENTIRE AGREEMENT—PRECEDENCE:** These Terms and Conditions and SCS Engineers Scope of Service Proposal contain the entire agreement between SCS Engineers and Client. All previous or contemporaneous agreements, representations, promises and conditions relating to SCS Engineers services are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event client issues to SCS Engineers a purchase order, no preprinted terms thereon will become part of the agreement of the parties; any purchase order document, whether or not signed by SCS Engineers, shall be considered a document for Client's internal management of its operations.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly Authorized Representatives, as follows:

**PROJECT/PROPOSAL: Asbestos and lead survey for Haines Road Bridge Replacement Project, Jackson County, Missouri**

**SCS ENGINEERS**

**Wilson & Company, Inc.**

By   
Signature

By \_\_\_\_\_  
Signature

Michael E. Dustman  
Typed Name

\_\_\_\_\_  
Typed Name

Senior Project Manger  
Title

\_\_\_\_\_  
Title

October 27, 2020  
Date of Signature

\_\_\_\_\_  
Date of Signature

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

STATE OF Kansas )  
 ) ss  
COUNTY OF Johnson )

On the 28 day of January, 20 2021 before me appeared Douglas L. Doerr,  
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 Sr. Vice President of Stearns, Conrad, & Schmidt Consulting Engineers, 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.

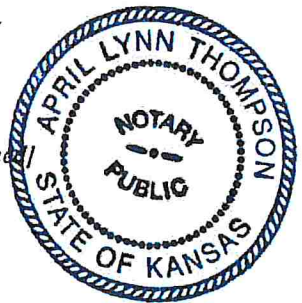
Douglas L. Doerr  
Affiant Signature

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

April L. Thompson  
Notary Public

My commission expires: 11/12/2023

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



|   |                      |
|---|----------------------|
| Employer<br>Stearns Conrad & Schmidt Consulting Engineers |                      |
| Name (Please Type or Print)<br>Alicia Day                 | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |
| E-Verify Employer Agent<br>TALX Corporation               |                      |
| Name (Please Type or Print)<br>Aly Loewenstein            | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |
| Department of Homeland Security - Verification Division   |                      |
| Name<br>USCIS Verification Division                       | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |



**THE E-VERIFY**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I**  
**PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Stearns Conrad & Schmidt Consulting Engineers (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent 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 E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

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. Section 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. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) 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
4. 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.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
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 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 (through its Web Services E-Verify Employer Agent) 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. Section 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 (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 (through its Web Services E-Verify Employer Agent) 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 Personal Identification Numbers 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@uscis.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 through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent 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 . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
  - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
  - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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 reverify the employee through E-Verify.
  - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
  - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
  - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
  - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
    - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 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.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) 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 the E-Verify Employer Agent) 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. Section 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 E-Verify Employer Agent.
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 E-Verify Employer Agent.

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

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent'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 (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

##### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must



- allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
  3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
  4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the 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 or the Web Services E-Verify Employer Agent 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**

##### **SYSTEM SECURITY AND MAINTENANCE**

###### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

### **D. COMMUNICATIONS**

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

### **E. SOFTWARE DEVELOPER RESTRICTIONS**

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

#### F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

### ARTICLE VI

#### 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 Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent'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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party 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. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

### ARTICLE VII

#### 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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent 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, 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, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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, the Employer, and the E-Verify Employer Agent. Stearns Conrad & Schmidt Consulting Engineers (Employer) hereby designates and appoints Kelicia Richardson (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

|   |                      |
|---|----------------------|
| Employer<br>Stearns Conrad & Schmidt Consulting Engineers |                      |
| Name (Please Type or Print)<br>Alicia Day                 | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |
| E-Verify Employer Agent<br>TALX Corporation               |                      |
| Name (Please Type or Print)<br>Aly Loewenstein            | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |
| Department of Homeland Security - Verification Division   |                      |
| Name<br>USCIS Verification Division                       | Title                |
| Signature<br>Electronically Signed                        | Date<br>May 26, 2020 |

| <b>Information Required for the E-Verify Program</b> |  |
|--|--|
| <b>Information relating to your Company:</b>         |  |
| Company Name   | Stearns Conrad & Schmidt Consulting Engineers                |
| Company Facility Address                             | 3900 Kilroy Airport Way<br>Suite 100<br>Long Beach, CA 90806 |
| Company Alternate Address                            | 3900 Kilroy Airport Way<br>Suite 100<br>Long Beach, CA 90806 |
| County or Parish                                     | Los Angeles  |
| Employer Identification Number                       | 54-0913440   |
| North American Industry Classification Systems Code  | Professional, Scientific, And Technical Services (541)       |
| Parent Company                                       |  |
| Number of Employees                                  | 500 to 999   |
| Number of Sites Verified for                         | 69   |

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

|                |    |
|----------------|----|
| California     | 14 |
| Colorado       | 1  |
| Virginia       | 5  |
| Rhode Island   | 1  |
| Oregon         | 2  |
| New York       | 1  |
| Kansas         | 2  |
| New Hampshire  | 1  |
| Nebraska       | 1  |
| Maryland       | 1  |
| Florida        | 5  |
| Pennsylvania   | 3  |
| Texas          | 4  |
| Ohio           | 2  |
| Tennessee      | 2  |
| North Carolina | 3  |
| South Carolina | 1  |
| Nevada         | 1  |
| Illinois       | 2  |
| Idaho          | 1  |
| Utah           | 1  |
| Arizona        | 2  |
| Iowa           | 1  |
| Oklahoma       | 1  |
| Wisconsin      | 2  |
| Massachusetts  | 1  |
| Washington     | 1  |
| Louisiana      | 1  |
| New Jersey     | 1  |
| Arkansas       | 1  |
| Montana        | 1  |
| Alabama        | 2  |
| Georgia        | 1  |



Company ID Number:19959

Client Company ID Number:1542439

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

|               |                       |
|---------------|-----------------------|
| Name          | Alicia Day            |
| Phone Number  | (562) 637-4556        |
| Fax Number    |                       |
| Email Address | aday@scsengineers.com |

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

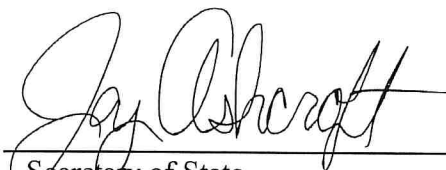
I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC.**

**F00295306**

A Virginia entity was created under the laws of this State on 11/10/1986, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 3rd day of November, 2020.

  
Secretary of State



Certification Number: CERT-IN34023

### Certificate of Final Indirect Costs

**Firm:** Stearns, Conrad, and Schmidt Consulting Engineers, Inc. dba SCS Engineers

**Indirect Cost Rate Proposal:** 226.49  
**(Include Home & Field Office overhead rate(s) and, if applicable, FCCM)**

**Date of Proposal Preparation (mm/dd/yyyy):** 10/27/2020

**Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy):** 01/01/2020 to 12/31/2020

This is to certify that I have reviewed this proposal to establish final indirect cost rates and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31, 2 CFR 200; and
2. This proposal does not include any costs which are expressly unallowable under applicable cost principles of the FAR of 48 CFR part 31 and 2 CFR 200.

**Signature:** 

**Name of Certifying Official (Print):** Douglas L. Doerr

**Title:** Sr. Vice President

**Date of Execution (mm/dd/yyyy):** 12/01/2020

November 12, 2020



Wilson & Company, Inc.  
800 East 101st Terrace, Suite 200  
Kansas City, Missouri 64131

Attn: Mr. Jason Kemnitz, P.E.

Re: Proposal for Geotechnical Engineering Services  
Haines Road Bridge Replacement  
Haines Road and Timber Lake Trail  
Jackson County, Missouri  
Terracon Proposal No. P02205324.R1

Dear Mr. Kemnitz:

We appreciate the opportunity to submit this proposal for geotechnical engineering services to Wilson & Company, Inc. (Wilson) for the referenced project. The following are exhibits to the attached MSA Task Order.

|           |                                   |
|-----------|-----------------------------------|
| Exhibit A | Project Understanding             |
| Exhibit B | Scope of Services                 |
| Exhibit C | Compensation and Project Schedule |

Terracon will perform the scope of services described in this proposal for a lump sum fee of **\$8,900**. Please refer to Exhibit C for more details of our fees and consideration of additional services.

To authorize us to proceed with the scope of services described in this proposal, please sign the attached Agreement for Services and return it via email ([kevin.friedrichs@terracon.com](mailto:kevin.friedrichs@terracon.com)) or mail. If you have any questions about this proposal, please contact us. This proposal is valid only if authorized within sixty days from the listed proposal date.

Sincerely,

**Terracon Consultants, Inc.**

Kevin D. Friedrichs, P.E.  
Project Engineer

Friedrichs, Kevin D.  
Nov 12 2020 10:33 AM

Kole C. Berg, P.E.  
Senior Engineer

Terracon Consultants, Inc. 15620 W. 113th Street Lenexa, Kansas 66219  
P (913) 492-7777 [terracon.com](http://terracon.com)

Environmental

Facilities

Geotechnical

Materials

## MASTER SERVICES AGREEMENT

### TASK ORDER

This **TASK ORDER** is issued under the **MASTER SERVICES AGREEMENT** dated 10/14/2005 between Wilson & Company Inc Engineers & Architects ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Haines Road Bridge Replacement project ("Project"), as described in the Project Information section of the Consultant's Task Order Proposal dated 10/27/2020 ("Task Order Proposal") unless the Project is otherwise described below or in Exhibit A to this Task Order (which section or Exhibit are incorporated into this Task Order). This Task Order is incorporated into and part of the Master Services Agreement.

#### 1. Project Information

See Terracon Proposal P02205324.R1, dated 11/12/2020

#### 2. Scope of Services

The scope of Services to be provided under this Task Order are described in the Scope of Services section of the Consultant's Task Order Proposal, unless Services are otherwise described below or in Exhibit B to this Task Order.

See Terracon Proposal P02205324.R1, dated 11/12/2020

#### 3. Compensation

Client shall pay compensation for the Services performed at the fees stated in the Task Order Proposal unless fees are otherwise stated below or in Exhibit C to this Task Order.

See Terracon Proposal P02205324.R1, dated 11/12/2020

All terms and conditions of the **Master Services Agreement** shall continue in full force and effect. This Task Order is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By: Kole C. Berg Date: **11/12/2020**  
Name/Title: **Kole C. Berg, P.E / Senior Associate**  
Address: **15620 W 113th St**  
**Lenexa, KS 66219-5102**  
Phone: **(913) 492-7777** Fax: **(913) 492-7443**  
Email: **Kole.Berg@terracon.com**

Client: **Wilson & Company Inc Engineers & Architects**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: **Jason Kemnitz / Senior Bridge Engineer**  
Address: **800 East 101st Terrace Suite 200**  
**Kansas City, MO 64131**  
Phone: **(816) 701-3146** Fax: \_\_\_\_\_  
Email: **jason.kemnitz@wilsonco.com**

## EXHIBIT A - PROJECT UNDERSTANDING

Our scope of services is based on our understanding of the project as described by Wilson. We request the design team verify this information before we mobilize to perform our field exploration.

### Site Location and Anticipated Conditions

| Item                         | Description   |
|------------------------------|---|
| <b>Project Location</b>      | The project is located near Haines Road and Timber Lake Trail in Jackson County, Missouri.  |
| <b>Existing Improvements</b> | The bridge is presently a four-cell reinforced concrete box culvert that serves as a low-water crossing.  |
| <b>Existing Topography</b>   | The site is relatively flat with approximately 5 to 7 feet from the bridge deck to the bottom of the creek.   |
| <b>Site Access</b>           | We expect the site, and all boring locations, are accessible with our track-mounted drilling equipment. We anticipate that flaggers will be required to drill our borings within the roadway and have included an allowance for traffic control in Exhibit C. |

### Planned Construction

| Item                          | Description   |
|-------------------------------|---|
| <b>Project Description</b>    | We understand that the low-water crossing will be replaced with a larger capacity reinforced concrete box culvert (RBC) without a floor.  |
| <b>Grading/Slopes</b>         | A site grading plan was not provided. We have considered no more than 2 feet of cut and 2 feet of fill will be required to develop final grades.<br>Final slope angles of 3H:1V (Horizontal: Vertical) or flatter are expected. |
| <b>Below-Grade Structures</b> | The RCB structure will include reinforced concrete wing walls.  |

## EXHIBIT B - SCOPE OF SERVICES

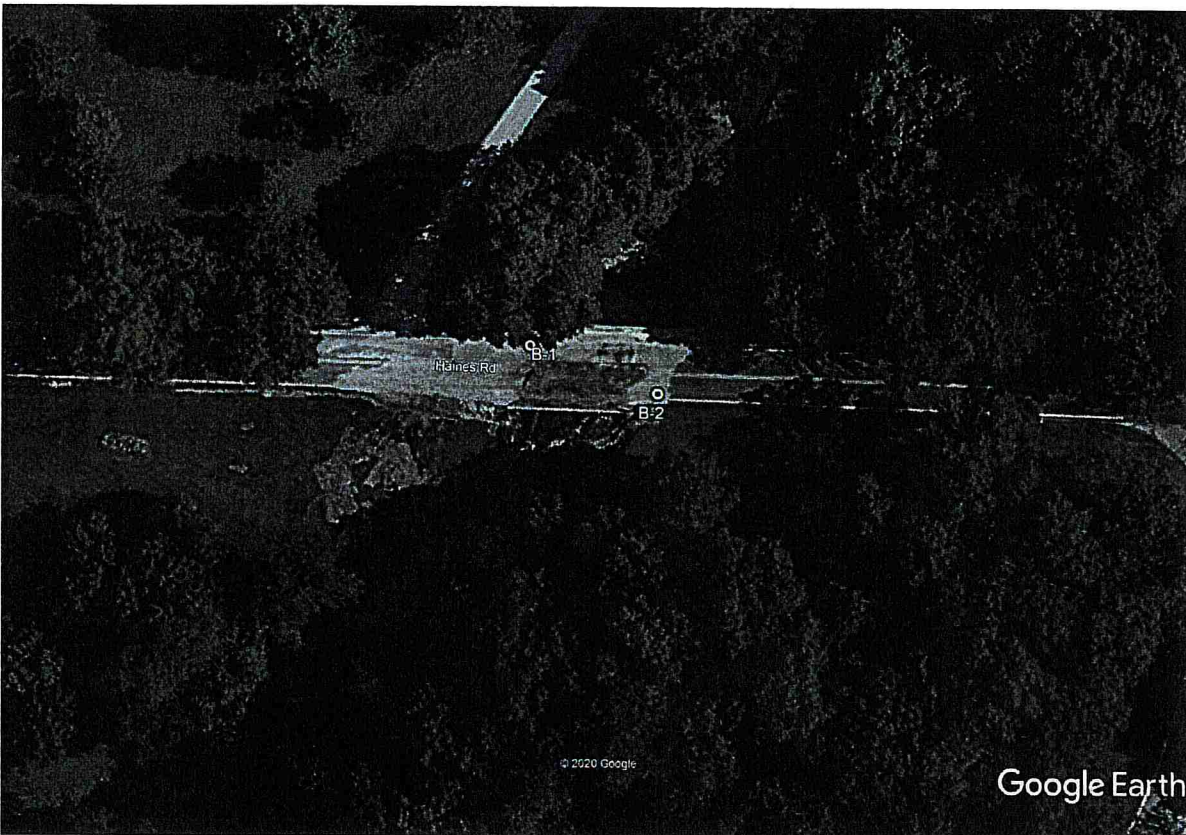
Our proposed scope of services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### Field Exploration

The field exploration program consists of the following:

| Number of Borings | Planned Boring Depth (feet) <sup>1</sup> | Planned Location                                       |
|-------------------|--|--|
| 2                 | 20                                       | At the approximate locations shown in the figure below |

1. Borings will be advanced to the proposed depths unless practical auger refusal occurs at shallower depths. Upon auger refusal, rock coring will be performed to advance the borings into the underlying bedrock a minimum depth of 10 feet.



**Site Access and Utility Locates:** Terracon must be granted access to the site by the property owner. If the client accepts this proposal, we will consider that the client has obtained authorization from the owner for Terracon to access the property and conduct the field exploration. Terracon

## Proposal for Geotechnical Engineering Services

Haines Road Bridge Replacement ■ Jackson County, Missouri

November 12, 2020 ■ Terracon Proposal No. P02205324.R1



will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Terracon will contact the Missouri One-Call System to locate utilities in public easements. Location of private utility lines is not included in the One-Call locate. The site owner should locate and mark all private utilities before we mobilize to perform the field exploration. Terracon is not responsible for damage to any utilities (public or private) incorrectly marked or not marked by others. The detection of underground utilities is dependent upon the composition and construction of the line of interest. Utilities detectable with standard line location techniques include most continuously connected metal pipes, cables/wires or non-metallic utilities equipped with tracer wires. Utilities composed of non-electrically conductive materials such as polyvinyl chloride (PVC), fiberglass, vitrified clay, and metal pipes with insulated connection may not be readily detected. If the owner is aware that such utilities are present, please notify us. The owner should also provide Terracon all available utility drawings for the site.

**Traffic Control:** We will need to temporarily close half of Haines Road to perform the borings, so our fee includes an allowance for 1 day of traffic control. Our traffic control allowance includes cones, signs and a pair of flaggers to safely direct traffic around our work zone. If additional days or more extensive traffic control is required, we will notify you and adjust our fee.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal precision of  $\pm 20$  feet. We will measure approximate relative surface elevations (usually to the nearest  $\frac{1}{2}$  foot) at the boring locations using a level and grade rod, if practical. The elevations will be measured with respect to a convenient on-site reference point, such as the corner of the existing bridge deck.

**Subsurface Exploration Procedures:** We will advance the exploratory borings with a track-mounted drill rig using continuous flight augers. Soil samples will be obtained using thin-wall tube and/or split-barrel sampling procedures. Four samples will generally be obtained in the upper 10 feet of each boring, and samples will be obtained at depth intervals of approximately 5 feet thereafter. Upon encountering bedrock, the borings will be extended into the bedrock a minimum of 10 feet using N-series rock coring procedures. Water will be used as a drilling fluid for rock coring and the spent water will be discharged on site. We will transport the samples to our laboratory for observation, testing, and classification.

Our drill crew will prepare field boring logs, which will include sampling depths, visual classifications of materials encountered during drilling, and the drill crew's interpretation of subsurface conditions between samples. Ground water observations will also be recorded during drilling operations.



## Proposal for Geotechnical Engineering Services

Haines Road Bridge Replacement ■ Jackson County, Missouri

November 12, 2020 ■ Terracon Proposal No. P02205324.R1



Our field crew will backfill the boreholes with auger cuttings and bentonite chips after completion of drilling. Pavements will be surface patched with asphalt cold-patch compound. Excess auger cuttings will be disposed of on the site by spreading along the edge of the roadway. Because backfill material often settles below the surface after a period of time, the site owner should observe the boreholes periodically and backfill them, if necessary. Terracon's scope of services does not include any responsibility for future maintenance or backfilling of the boreholes.

We will take reasonable efforts to reduce damage to the property as a result of our exploration activities. However, in the normal course of our services, some disturbance, such as rutting of the ground surface, may occur. We have not budgeted to restore the site beyond backfilling our boreholes. If there are any restrictions or special requirements regarding this site or exploration, please provide them with your acceptance of this proposal.

### Safety

We have not been advised by our client of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program. Our scope is based on standard OSHA Level D Personal Protection Equipment (PPE) (e.g., hard hats, safety glasses, gloves, and steel-toed boots). Our scope of services does not include any level of environmental site assessment services. If environmental PPE or special borehole backfilling/sealing procedures become necessary, we will terminate the exploration and discuss revisions to our scope and fee with you before we commence further drilling.

### Laboratory Testing

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following.

- Water content
- Dry unit weight
- Atterberg limits
- Unconfined compressive strength (soil and/or rock)

Our laboratory testing program will include examination of soil samples by an engineer or geologist. Based on the material's texture and plasticity, we will describe and classify soil samples in general accordance with the Unified Soil Classification System (USCS). Rock core samples will be classified using locally accepted practices for engineering purposes.

### Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The report will contain a description of the project, a summary of the drilling, sampling, and testing procedures,

## Proposal for Geotechnical Engineering Services

Haines Road Bridge Replacement ■ Jackson County, Missouri

November 12, 2020 ■ Terracon Proposal No. P02205324.R1



boring logs, and laboratory test results. The report will provide geotechnical recommendations regarding the following items:

- Earthwork considerations including site preparation, fill materials, and compaction requirements
- Design and construction considerations for a reinforced concrete box (RCB) culvert
- Lateral earth pressure parameters and drainage recommendations for reinforced concrete wing walls
- Seismic site class

Your project will be delivered using our **GeoReport®** system. Upon initiation, we will provide you and your design team the necessary link and password to access the website. Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When our services are complete, we will upload a printable version of our completed geotechnical engineering report. The staged submittals, records of collaboration communications, and the report will be maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

## EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

### Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our fee is shown in the following table:

| Task  | Lump Sum Fee |
|---|--------------|
| Subsurface Exploration, Laboratory Testing, and Geotechnical Report | \$6,700      |
| Traffic Control Allowance (Flaggers, signs, and cones for 1 day)    | \$2,200      |
| Total:  | \$8,900      |

If we encounter conditions that will require a revision of our scope of services or will result in substantially greater costs, we will contact you and obtain your approval prior to initiating these services. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available confer with the client after submittal of our report. Consultation is beyond the scope of this proposal and would be charged at \$145 per hour for a Project Engineer and \$190 per hour for a Senior Engineer.

### Project Schedule

We developed a schedule to complete the scope of services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

| Project Milestone               | Approximate Date from Notice to Proceed |
|---------------------------------|---|
| Drilling Completion             | 2 to 3 weeks                            |
| Geotechnical Engineering Report | 5 weeks                                 |



**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 Terracon Consultants, Inc. (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: 39082

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(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

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

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

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

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

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

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



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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.

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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

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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

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- 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

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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

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

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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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Approved by:

|  |                    |
|--|--------------------|
| <b>Employer</b><br>Terracon Consultants, Inc.                  |                    |
| Name (Please Type or Print)                                    | Title              |
| Signature<br>Electronically Signed                             | Date               |
| <b>Department of Homeland Security – Verification Division</b> |                    |
| Name (Please Type or Print)<br>USCIS Verification Division     | Title              |
| Signature<br>Electronically Signed                             | Date<br>01/23/2007 |

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### Information Required for the E-Verify Program

#### Information relating to your Company:

|   |  |
|---|--|
| Company Name  | Terracon Consultants, Inc.                 |
| Company Facility Address                            | 10841 S. Ridgeview Rd.<br>Olathe, KS 66061 |
| Company Alternate Address                           |  |
| County or Parish                                    | JOHNSON                                    |
| Employer Identification Number                      | 421249917                                  |
| North American Industry Classification Systems Code | 5413                                       |
| Parent Company                                      | Terracon Consultants, Inc.                 |
| Number of Employees                                 | 2,500 to 4,999                             |
| Number of Sites Verified for                        | 5  |

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

KANSAS

5 site(s)

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

Name Karen M Butts  
Phone Number (913) 577 - 0350  
Fax Number (913) 307 - 1913  
Email Address karen.butts@terracon.com

Name Stephanie P Price  
Phone Number (913) 577 - 0386  
Fax Number (913) 599 - 4732  
Email Address stephanie.price@terracon.com

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BASIC EMPLOYMENT VERIFICATION PILOT

MEMORANDUM OF UNDERSTANDING

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

The employer understands that the fact of its participation in the Basic Pilot is not confidential information and may be disclosed as authorized or required by law and USCIS or SSA policy, including but not limited to, Congressional oversight, Basic Pilot publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, the Department of Homeland Security, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, SSA, and the Department of Homeland Security respectively.

To be accepted as a participant in the Basic Pilot, you should only sign the Employer's Section of the signature page and fax it, along with the completed company information page to the SAVE program at 202-272-8744 or 202-272-8745. If you have any questions, contact the SAVE Program at 888-464-4218.

Employer Terracon Consultants, Inc.

NANCY RICHEY  
Name (Please type or print)

Nancy Richey  
Signature

Exec. HR Administration  
Title

1/23/07  
Date

Social Security Administration

Terri Binnick  
Name (Please type or print)

Terri Binnick  
Signature

Project Mgr.  
Title

3/15/2007  
Date

Department of Homeland Security - SAVE Program

Gerri Ratliff  
Name (Please type or print)

Gerri Ratliff  
Signature

Chief, Verification Div.  
Title

1/29/07  
Date

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF GOOD STANDING

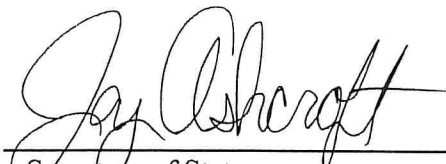
I, John R. Ashcroft, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

**TERRACON CONSULTANTS, INC.**

**F00566197**

A Delaware entity was created under the laws of this State on 1/28/2004, and in Good Standing, having fully complied with all the requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 11th day of November, 2020.

  
Secretary of State

Certification Number: CERT-IN35652



## CONTRACTOR CERTIFICATION OF FINAL INDIRECT COST

Firm Name: Terracon Consultants, Inc.

Home Office Indirect Cost Rate: 184.95%

Field Office Indirect Cost Rate: 151.44%

Facilities Capital Cost of Money: 1.07%

Date of Preparation: May 26, 2020

Fiscal Year Covered: 01/01/2019 to 12/31/2019

*I, the undersigned, certify that I have reviewed the information used to establish final indirect cost rates for the fiscal period as indicated in this audit, and to the best of my knowledge and belief:*

- 1) All cost used to establish final indirect costs rates are allowable in accordance with the applicable cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.*
- 2) This submitted audit (inclusive of indirect costs) does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

*Additionally, I certify that all known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect costs have been disclosed.*

Signature: Wagner, Sheryl L  
Digitally signed by Wagner, Sheryl L  
DN: cn=Wagner, Sheryl L,  
ou=General Users,  
email=Sheryl.Wagner@terracon.com  
Date: 2020.05.26 17:33:22 -05'00'

Name of Certifying Official: Sheryl L Wagner

Title: Director of Accounting / Vice President

Date of Certification: May 26, 2020