# CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number_____

Meeting Type: Regular

Meeting Date: 2/23/2012

Action Requested By:
Engineering

Agenda Item Type
Resolution

Subject Matter:

Agreement with Plateau Excavation, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to amend the contract with Plateau Excavation, Inc. for Redstone Gateway, Phase 1A-Earthwork, Storm Drainage & Railroad Spur Demolition, Project No. 65-10-SP21-2, as adopted by Resolution No. 10-1027 of December 16, 2010, and amended by Resolution No. 11-341 of May 12, 2011, and amended by Resolution No. 11-528 of July 28, 2011, by Change Order No. 3.

Note: If amendment, please state title and number of the original

10-1027, 11-341 & 11-528

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow
and accomplish and; any other information that might be helpful.

Change Order is needed to incorporate Package 1A Civil Revisions 10 through 16 and miscellaneous field directives and finalize all allowances. Change Order decreases contract amount by $160,109.69. Account No. 05-6500-0811-2010.

Associated Cost:

Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: _____

Date: 2/3/12

revised 4/13/2011

# ROUTING SLIP
# CONTRACTS AND AGREEMENTS

Originating Department: **Engineering** Council Meeting Date: **2/23/2012**

Department Contact: **Lynn Majors** Phone # **256-427-5201**

Contract or Agreement: **Change Order No. 3**

Document Name: **Plateau-Redstone Gateway 1A-2 Project No. 65-10-SP21-2**

City Obligation Amount: **($160,109.69)**

Total Project Budget: **$4,669,737.91**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0811-2010**

**Procurement Agreements**

| Title 39 | Competitive |
|---|---|

**Grant-Funded Agreements**

| Not Applicable | Grant Name: |
|---|---|

| Department | Signature | Date |
|---|---|---|
| 1) Originating | | 2/3/12 |
| 2) Legal | Mary C. Cates | 2/15/12 |
| 3) Finance | | |
| 4) Originating | | |
| 5) Copy Distribution | | |
| a. Mayor's office (2 copies) | | |
| b. Clerk-Treasurer (Original & 2 copies) | | |
| c. Legal (1 copy) | | |

**RESOLUTION NO. 12-_____**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama that the contract with Plateau Excavation, Inc. adopted and approved on the 16th day of December, 2010, by the City Council of the City of Huntsville, Alabama by Resolution No. 10-1027, and amended by Resolution No. 11-341 of May 12, 2011, and amended by Resolution No. 11-528 of July 28, 2011, is hereby amended as is reflected on Change Order #3 attached hereto.

**BE IT FURTHER RESOLVED** that the total contract amount be and hereby is amended from FOUR MILLION EIGHT HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED FORTY-SEVEN AND .60/100 DOLLARS ($4,829,847.60), to FOUR MILLION SIX HUNDRED SIXTY-NINE THOUSAND SEVEN HUNDRED THIRTY-SEVEN AND .91/100 DOLLARS ($4,669,737.91), including this change order, a decrease of ONE HUNDRED SIXTY THOUSAND ONE HUNDRED NINE AND .69/100 DOLLARS ($160,109.69). There are an additional sixty (60) calendar days. Said change order is substantially similar in words and figures as that document attached hereto and identified as "Change Order No. 3 to Contract with Plateau Excavation, Inc. for Redstone Gateway, Phase 1A-2 Earthwork, Storm Drainage, and Railroad Spur Demolition, Project No. 65-10-SP21-2, adopted by Resolution No. 10-1027 of December 16, 2010, and amended by Resolution No. 11-341 of May 12, 2011, and amended by Resolution No. 11-528 of July 28, 2011" consisting of two (2) pages plus seventeen (17) additional pages consisting of "Power of Attorney", "E-Verify Clause", "Contractor's E-Verify Affidavit and MOU" and the date of February 23, 2012, appearing on the margin of the first page, together with the signature of the President of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 23rd day of February, 2012.

_____
President of the City Council of the City of Huntsville, Alabama

**APPROVED** this the 23rd day of February, 2012.

_____
Mayor of the City of Huntsville, Alabama

# FINAL CHANGE ORDER REQUEST

| | | |
|---|---|---|
| **OWNER** | **ARCHITECT/ENGINEER** | **CONTRACTOR** |
| City of Huntsville | LBYD, Inc. | Plateau Excavation, Inc. |

**DATE** 2/23/2012 **CHANGE ORDER NO.** 3

**PROJ. NAME & NUMBER** Redstone Gateway Package 1A-2 Mass Grading/Project Number 65-10-SP21-2

## NEW NEGOTIATED ITEMS

| ITEM | DESCRIPTION | QUANT | UNIT | UNIT PRICE | EXT AMT. | |
|---|---|---|---|---|---|---|
| 309 | 4' Manholes | 8.00 | VF | $145.00 | $1,160.00 | Revision 10 |
| 310 | 4' Round to Square | 2.00 | EA | $250.00 | $500.00 | Revision 10 |
| 311 | Tie to Box Culvert | 2.00 | EA | $1,319.75 | $2,639.50 | Revision 10 |
| 312 | Equipment | 1.00 | LS | $15,685.00 | $15,685.00 | Revision 16/Revision 15/HU |
| 313 | Remove Existing Top | 1.00 | LS | $200.00 | $200.00 | Revision 16 |
| 314 | Add Risers and Shipping | 2.00 | VF | $270.00 | $540.00 | Revision 16 |
| 315 | Demo footing/base @ Structure 7B | 1.00 | LS | $2,200.00 | $2,200.00 | Revision 15 |
| 316 | Cast in place 8 x 5 Junction Box | 1.00 | LS | $10,005.00 | $10,005.00 | Revision 15 |
| 317 | Adjust Tops | 4.00 | EA | $4,200.00 | $16,800.00 | Revision 15 |
| 318 | Saw Cutting | 1.00 | LS | $1,000.00 | $1,000.00 | Revision 15 |
| 319 | Place and Compact Sewer Spoils | 18590.50 | CY | $2.49 | $46,290.35 | Field Directive |
| 320 | Downtime Delay Claim | 1.00 | LS | $30,329.00 | $30,329.00 | Field Directive |
| 321 | Wildflower Seed Mix | 110 | AC | $185.00 | $20,350.00 | Field Directive |
| 323 | Exploratory Work for Fiber Line | 2 | HR | $30.00 | $60.00 | Field Directive |
| | | | | TOTAL NEW NEGOTIATED ITEMS | $147,758.85 | |

## OVERRUN ITEMS

| ITEM | DESCRIPTION | QUANT | UNIT | UNIT PRICE | EXT AMT. | |
|---|---|---|---|---|---|---|
| 2 | Supervision | 1 | LS | $9,000.00 | $9,000.00 | Revision 15 |
| 7 | Layout - Surveys | 1.25 | ACRES | $500.00 | $625.00 | Revision 16 |
| 39 | Cut/Fill Onsite | 4479 | CY | $1.99 | $8,913.21 | Revision 10 |
| 47 | Bond | 1 | LS | $1,368.81 | $1,368.81 | Field Directive |
| 77 | YI Frame & Cover | 2 | EA | $1,509.00 | $3,018.00 | Revision 10 |
| 87 | 18" RCP CLIII | 87.00 | LF | $22.80 | $1,983.60 | Revision 10 |
| 96 | Stone backfill storm line @ Sewer | 470.21 | TN | $21.00 | $9,874.41 | Field Directive |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | | $0.00 | |
| | | | | TOTAL OVERRUN ITEMS | $34,783.03 | |

## UNDERRUN ITEMS

| ITEM | DESCRIPTION | QUANT | UNIT | UNIT PRICE | EXT AMT. | |
|---|---|---|---|---|---|---|
| 37 | Deduct Permanent Grassing | -10.36 | AC | $1,200.00 | -$12,432.00 | Field Directive |
| 44 | Deduct respread CH soils @ pond bot | -987.00 | CY | $1.90 | -$1,875.30 | Field Directive |
| 64 | Deduct soil backfill storm line @ Sew | -223.00 | CY | $1.99 | -$443.77 | Field Directive |
| 103 | Mass Rock Removal & Place Onsite | -1000.00 | CY | $6.00 | -$6,000.00 | Field Directive |
| 104 | Trench Rock Removal & Place Onsite | -500.00 | CY | $18.00 | -$9,000.00 | Field Directive |
| 105 | Temporary Road Allowance | -5500.00 | SY | $7.00 | -$38,500.00 | Field Directive |
| 106 | Unsuitable Material Below Cut Onsite | -7436.00 | CY | $4.00 | -$29,744.00 | Field Directive |
| 107 | Unsuitable Material Below Cut Offsit | -15000.00 | CY | $7.00 | -$105,000.00 | Field Directive |
| 108 | Offsite Borrow to Fill | -15000.00 | CY | $6.00 | -$90,000.00 | Field Directive |
| 322 | Deduct Respread Topsoil Site | -13235.00 | CY | $1.50 | -$19,852.50 | Field Directive |
| 324 | Deduct Irrigation Repairs | -1.00 | LS | $6,042.00 | -$6,042.00 | Field Directive |
| 325 | Deduct undercut @ pond bottom | -881.00 | CY | $2.00 | -$1,762.00 | Field Directive |
| 326 | Deduct Liquidated Damages | -22.00 | DY | $1,000.00 | -$22,000.00 | Field Directive |
| | | | | TOTAL UNDERRUN ITEMS | -$342,651.57 | |
| | | | | TOTAL NEW & OVERRUN ITEMS | $182,541.88 | |
| | | | | TOTAL UNDERRUN ITEMS | -$342,651.57 | |
| | | | | TOTAL CHANGE ORDER NO. 3 | -$160,109.69 | |

## FINAL CHANGE ORDER REQUEST

**OWNER**
City of Huntsville

**ARCHITECT/ENGINEER**
LBYD, Inc.

**CONTRACTOR**
Plateau Excavation, Inc.

**DATE** 2/23/2012

**CHANGE ORDER NO.** 3

**PROJ. NAME & NUMBER** Redstone Gateway Package 1A-2 Mass Grading/Project Number 65-10-SP21-2

**TERMS:** As a condition of this contract, pursuant to § 31-13-9(a), Plateau Excavation, Inc. hereby certifies that it has not knowingly employed, hired for employment, or continues to employ an unauthorized alien and has attested to such by sworn affidavit signed before a notary. Further, Plateau Excavation, Inc. provided a copy of such affidavit to the City of Huntsville as part of its contract, along with documentation establishing that Plateau Excavation, Inc. is enrolled in the E-Verify program, and will maintain enrollment throughout the term of this contract. You are hereby authorized, subject to the provisions of your contract for this project, to make the following changes thereto in accordance with this Change Order Request and supporting documents and to furnish the necessary labor, materials and equipment to:

Incorporate Package 1A Civil Revisions 10 thru 16, misc. field directives and finalize all allowances

**THIS CHANGE ORDER SUBMITTED FOR REVIEW AND APPROVAL. JUSTIFICATION IS AS FOLLOWS:**

| | |
|---|---|
| | Emergencies arising during the course of work. |
| X | Minor changes of total monetary value and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work and less than required for competitive bidding. |
| | Change of or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the alternate. |
| X | Change of relatively minor terms not contemplated when the plans and specifications were prepared and the project was bid and which are in the public interest and do not exceed 10% of the Contract Price. |

**TOTAL ADDITION OR DEDUCTION TO CONTRACT PRICE** (NOTE: Numbers in parentheses are deductions). (See attached sheet for line item breakdown of change order costs.)

| | | |
|---|---|---|
| For This Change Order | 3 **DEDUCT** | -$160,109.69 |
| Original Contract Price | | $4,575,672.00 |
| Net Total Previous Change Orders | | $254,175.60 |
| Previous Revised Contract Price | | $4,829,847.60 |
| Revised Contract Price This Date | | $4,669,737.91 |

**EXTENSION OF TIME** resulting from this Change Order is sixty (60) additional days. The revised contract completion date is: 10/28/2011

This contract modification constitutes full and mutual accord and satisfaction for all time and all costs related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file for any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract. The Contractor and Owner(s) hereby agree to the terms for the Change Order as contained herein.

**CONTRACTOR**

Plateau Excavation, Inc.
(Contractor Name)

(Authorized Representative)

**CONSENT OF SURETY**

Liberty Mutual Insurance Company
(Surety Name)

Tracy L. Carlile
(Authorized Representative)
Tracy L. Carlile, Attorney In Fact

**CITY OF HUNTSVILLE, ALABAMA**

Shane Davis, Director of City Engineering/Urban Development

Tommy Battle, Mayor

Mark Russell, Council President

2/23/2012
(Date)

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

5105023

**This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**LIBERTY MUTUAL INSURANCE COMPANY**
**BOSTON, MASSACHUSETTS**
**POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:** That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MICHAEL D. REGAN, H. A. WRIGHT, JR., TRACY L. CARLILE, B. JONES, III, CHRIS JAMES, CHRISTI HORN, ALL OF THE CITY OF FRANKLIN, STATE OF TENNESSEE** .....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100**********DOLLARS ($ 50,000,000.00********** ) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 20th day of January, 2012.

**LIBERTY MUTUAL INSURANCE COMPANY**

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of January, 2012, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

By Teresa Pastella
Teresa Pastella, Notary Public

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 13th day of February, 2012.

Gregory W. Davenport, Assistant Secretary

**Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.**

**To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day**

BRASFIELD & GORRIE
GENERAL CONTRACTORS

January 2, 2012

Mr. Chris McNeese
City of Huntsville
320 Fountain Circle
Huntsville, AL 35801

Re: Redstone Gateway Phase 1
Plateau Owner Change Order #3
(Plateau Excavation COP's #20 – #29 and #31)

Dear Chris:

I have reviewed the attached change order requests #20 - #29 and #31 from Plateau Excavation that totals a deduct of ($160,109.70). Below is a brief summary of each:

- COP#20 – Stone backfill at storm line at KDT road
- COP#21 – Package 1A Revision 10 – revised storm line J-1 and B-5, added grading at shoulder
- COP#22 – Package 1A Revision 16 – revised grading at Rail Spur
- COP#23 – Package 1A Revision 15 – revised storm drainage at KDT Road for paving grades
- COP#24 – Add placement of Sanitary Sewer spoils
- COP#25 – Down time due to delays at main entrance
- COP#26 – Revise ALDOT seed mix to wildflower seed mix
- COP#27 – Fill temporary sediment pond on West side for HU power conduit route
- COP#28 – Credit topsoil and seeding at building parking lot and roadways
- COP#29 – Add labor for exploratory work at fiber optic lines for LBYD
- COP#31 – Credit entry pond bottom liner
- 22 days Liquid Damages at building pads
- Deduct repairs to landscaping and irrigation performed by Package 1G Contractor
- Finalize all Allowances

The quantities are accurate and the unit prices match those in Plateau Excavation's contract with the City of Huntsville. I have discussed the attached change order requests with Scott Garmon/Plateau Excavation and found them to be fair to both the City of Huntsville and Plateau Excavation and recommend approval at this time. Please note COP#30 – Fill Culvert Weep Holes was not included in Owner Change Order #3 because it is on hold at this time.

Please call me if you have any questions or need additional information.

Sincerely,

Robert M. Kelley
Senior Project Manager

cc: Greg Hall, COPT
Roger Carter, Brasfield & Gorrie, LLC

**BRASFIELD AND GORRIE, LLC**
3021 7TH Avenue South Birmingham, Alabama 35233
P: 205.328.4000 F: 205.251.1304 W: BrasfieldGorrie.com

# Contractor's E-Verify Clause and Affidavit

Effective January 1, 2012, this notice shall be included in all contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama.

## E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30"* (also known as and hereinafter referred to as " the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR
(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Georgia

County of Cobb

Before me, a notary public, personally appeared Pam Howell (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Secretary (state position) for Plateau Excavation, Inc. (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

Pam Howell Signature of Affiant

Sworn to and subscribed before me this 25 day of January, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

Lisa Carroll Signature and Seal of Notary Public

LISA CARROLL NOTARY PUBLIC Exp. Sept. 21, 2012 COBB COUNTY, GA

E-Verify

Company ID Number: 294822

# THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

## ARTICLE I

## PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Plateau Excavation, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

## ARTICLE II

## FUNCTIONS TO BE PERFORMED

### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

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

Company ID Number: 294822

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

**B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

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

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

## C. RESPONSIBILITIES OF THE EMPLOYER

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

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

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

   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
   - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

## D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

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

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

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

Company ID Number: 294822

## ARTICLE III

## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

### B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

## ARTICLE IV

## SERVICE PROVISIONS

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

## ARTICLE V

## PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

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

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

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

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

# E-Verify

Company ID Number: 294822

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

**Employer** Plateau Excavation, Inc.

| | |
|---|---|
| Shelly A McCoy | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 01/07/2010 |
| Signature | Date |

**Department of Homeland Security – Verification Division**

| | |
|---|---|
| USCIS Verification Division | |
| Name (Please Type or Print) | Title |
| *Electronically Signed* | 01/07/2009 |
| Signature | Date |

E-Verify

Company ID Number: 294822

## Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Plateau Excavation, Inc.

Company Facility Address: 375 Lee Industrial Blvd.
Austell, GA 30168

Company Alternate Address:

County or Parish: COBB

Employer Identification Number: 621181746

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 3

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

- SOUTH CAROLINA 1 site(s)

E-Verify

Company ID Number: 294822

- TENNESSEE 1 site(s)
- GEORGIA 1 site(s)

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

Name: Sheila Hester
Telephone Number: (770) 948 - 2600 Fax Number: (770) 948 - 9393
E-mail Address: shester@plateauexcavation.com

Name: Sharl Beckjorden
Telephone Number: (770) 948 - 2600 Fax Number: (770) 948 - 9393
E-mail Address: sbeckjorden@plateauexcavation.com

Name: Shelly A McCoy
Telephone Number: (770) 948 - 2600 Fax Number: (770) 948 - 9393
E-mail Address: smccoy@plateauexcavation.com