



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 5/8/2025

File ID: TMP-5439

Department: Engineering

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to execute Change Order No. 2 to the Contract between the City of Huntsville, Alabama and Rogers Group, Inc., for SR-255 Widening & Interchange Improvements, Project No. 71-17-RD02.

Resolution No.

Finance Information:

Account Number: 3080-71-00000-524028-00000000-

City Cost Amount: \$226,862.63

Total Cost: \$23,913,032.56

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

A final change order with Rogers Group to adjust final quantities based upon as-built conditions and accept the project for completion.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama that the Mayor be, and is hereby authorized, to execute Change Order No. 2 to the Contract between the City of Huntsville, Alabama and Rogers Group, Inc., as is reflected on Change Order No. 2 attached hereto.

BE IT FURTHER RESOLVED that the total Contract amount be and is hereby amended from TWENTY-THREE MILLION SIX HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED SIXTY-NINE AND .93/100 DOLLARS (\$23,686,169.93) to TWENTY-THREE MILLION NINE HUNDRED THIRTEEN THOUSAND THIRTY-TWO AND .56/100 DOLLARS (\$23,913,032.56) including this Change Order No. 2, an increase of TWO HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-TWO AND .63/100 DOLLARS (\$226,862.63). Said Change Order is substantially similar in words and figures as that document attached hereto and identified as “Change Order No. 2 to the Contract between the City of Huntsville, Alabama and Rogers Group, Inc., for SR-255 Widening & Interchange Improvements, Project No. 71-17-RD02,” consisting of five (5) pages plus eighteen (18) additional pages consisting of “Power of Attorney,” “Contractor’s E-Verify Statement” and “Memorandum of Understanding” with the date of May 8, 2025, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 8th day of May, 2025.

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

APPROVED this the 8th day of May, 2025.

Mayor of the City of Huntsville,
Alabama

FINAL CHANGE ORDER REQUEST							
OWNER			ARCHITECT/ENGINEER			CONTRACTOR	
City of Huntsville			N/A			Rogers Group, Inc.	
DATE		5/8/2025	CHANGE ORDER NO.		2		
PROJ. NAME & NUMBER			SR-255 Widening & Interchange Improvements, Project No. 71-17-RD02				
NEW NEGOTIATED ITEMS							
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE		EXT AMT.	
262	Bituminus Material Adj Federal	1	LS	\$307,615.17		\$307,615.17	
263	Roadway- Asphalt Placement Rate Adj Non-Fed	1	LS	\$236.66		\$236.66	
264	HMA Production FuelAdj Federal	1	LS	\$15,654.58		\$15,654.58	
265	QC/QA Adj Federal	1	LS	\$59,572.74		\$59,572.74	
		TOTAL NEW NEGOTIATED ITEMS				\$383,079.15	
OVERRUN ITEMS							
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE		EXT AMT.	
3	206C-000 REMOVING CONCRETE SIDEWALK	99	SY	\$4.75		\$470.25	
5	206C-013 REMOVING BRIDGE END SLAB	7.32	SY	\$15.75		\$115.29	
8	206D-001 REMOVING GUARDRAIL	1392.5	LF	\$5.25		\$7,310.63	
15	206E-008 REMOVING GUARDRAIL END ANCHOR (ALL TYPE)	21	EA	\$367.50		\$7,717.50	
16	206E-014 REMOVING GUARDRAIL END ANCHOR (TYPE 2A)	3	EA	\$1,575.00		\$4,725.00	
23	215A-000 UNCLASSIFIED BRIDGE EXCAVATION	47.35	CY	\$36.75		\$1,740.11	
26	231B-005 ROADBED STABILIZING MATERIAL, CRUSHED AGGREGATE BASE	5057.7	TON	\$25.09		\$126,897.69	
27	301A-012 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	7577.99	SY	\$7.86		\$59,487.22	
29	305B-078 CRUSHED AGGREGATE , SECTION 825, TYPE B, FOR MISCELLANEOUS USE	22.95	TON	\$21.99		\$504.67	
33	408B-001 MICRO-MILLING EXISTING PAVEMENT(APPROXIMATELY 1.10" THRU 2.00" THICK)	46137.9114	SY	\$1.13		\$52,135.84	
35	424A-280 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	2153.06	TON	\$84.14		\$181,158.47	
39	424B-291 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E	727.48	TON	\$83.56		\$60,788.23	
42	424B-588 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL E	818.55	TON	\$79.97		\$65,459.44	
43	424B-592 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE E	855.04	TON	\$97.63		\$83,477.56	
44	424B-650 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	2135.04995	TON	\$65.30		\$139,418.76	
45	424B-651 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	213.96	TON	\$94.62		\$20,244.90	
46	424B-661 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D	526.76	TON	\$93.08		\$49,030.82	
48	424B-681 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	1487.44	TON	\$61.34		\$91,239.57	
52	424B-692 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D	277.8	TON	\$82.35		\$22,876.83	
54	424C-290 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	1747.73004	TON	\$73.25		\$128,021.23	
55	424C-360 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C/D	1905.45	TON	\$63.75		\$121,472.44	
56	424C-370 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	3338.51005	TON	\$80.18		\$267,681.74	
57	428A-001 SCORING BITUMINOUS PAVEMENT SURFACE	4.54	MILE	\$1,452.36		\$6,593.71	
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58	430B-043 AGGREGATE SURFACING (1" DOWN, CRUSHER RUN)	7119.75	TON	\$22.44		\$159,767.19	
60	502A-000 STEEL REINFORCEMENT	64277	POUND	\$1.58		\$101,557.66	
79	513B-000 PRETENSIONED-PRESTRESSED CONC. GIRDERS, TYPE FIB-36 (SPECIALTY ITEM)	1.2	LF	\$321.30		\$385.56	
83	529A-020 RETAINING WALL #1	17	SF	\$110.25		\$1,874.25	
86	530A-002 24" ROADWAY PIPE (CLASS 3 R.C.)	691.71	LF	\$60.83		\$42,076.72	
91	614A-000 SLOPE PAVING	4.90004	CY	\$287.90		\$1,410.72	
92	614A-001 SLOPE PAVING (UNDER BRIDGES)	7.15	CY	\$498.75		\$3,566.06	
93	618A-000 CONCRETE SIDEWALK, 4" THICK	269.59	SY	\$52.80		\$14,234.35	
100	621C-029 INLETS, TYPE E2 (MODIFIED)	2	EA	\$4,920.29		\$9,840.58	
105	623C-000 COMBINATION CURB & GUTTER, TYPE C	147	LF	\$22.04		\$3,239.88	
107	629A-084 CONCRETE MEDIAN OR SAFETY BARRIER, TYPE CSF-56 (OPP)	26	LF	\$420.00		\$10,920.00	
109	629A-096 CONCRETE MEDIAN OR SAFETY BARRIER, TYPE CSF-42 (SE)	587	LF	\$102.90		\$60,402.30	
113	630A-001 STEEL BEAM GUARDRAIL, CLASS A, TYPE 2	787.5	LF	\$25.20		\$19,845.00	
114	630A-018 STEEL BEAM GUARDRAIL, CLASS A, TYPE 2 (DOUBLE FACED MEDIAN BARRIER)	13.0001	LF	\$53.55		\$696.16	
115	630C-001 GUARDRAIL END ANCHOR, TYPE 8	10	EA	\$761.25		\$7,612.50	
116	630C-003 GUARDRAIL END ANCHOR, TYPE 13	5	EA	\$1,837.50		\$9,187.50	
119	630C-080 GUARDRAIL END ANCHOR, TYPE 20 SERIES (MASH)	6	EA	\$3,570.00		\$21,420.00	
122	650B-000 TOPSOIL FROM STOCKPILES	1102.8	CY	\$13.66		\$15,064.25	
145	701A-227 SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1.957	MILE	\$3,570.00		\$6,986.49	
146	701A-230 SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1.326	MILE	\$3,570.00		\$4,733.82	
151	701B-025 DOTTED, CLASS W, TYPE A TRAFFIC STRIPE	100	LF	\$3.68		\$368.00	
152	701B-063 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE(LANE DROP 10" WIDE)	3756	LF	\$2.63		\$9,878.28	
154	701B-207 DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	7052	LF	\$2.10		\$14,809.20	
155	701C-002 BROKEN TEMPORARY TRAFFIC STRIPE (PAINT)	10.886	MILE	\$1,039.50		\$11,108.10	
156	701C-003 SOLID TEMPORARY TRAFFIC STRIPE (PAINT)	27.005	MILE	\$1,039.50		\$28,071.70	
161	701G-140 BROKEN WHITE, CLASS W, TYPE A TRAFFIC STRIPE	10	LF	\$4.20		\$42.00	
162	701G-144 SOLID WHITE, CLASS W, TYPE A TRAFFIC STRIPE	565	LF	\$5.78		\$3,207.90	
164	701G-152 SOLID YELLOW, CLASS W, TYPE A TRAFFIC STRIPE	8	LF	\$5.78		\$46.24	
170	703B-002 TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE A	364	SF	\$5.25		\$1,911.00	
172	703D-001 TEMPORARY TRAFFIC CONTROL MARKINGS	758.6	SF	\$3.15		\$2,389.59	
174	705A-030 PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	3343	EA	\$5.78		\$19,322.54	
180	710A-160 CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	12.8	SF	\$21.00		\$268.80	
181	710A-165 CLASS 10, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	17.63	SF	\$23.63		\$416.60	
183	710A-180 CLASS 2A, ALUMINUM FLAT SIGN PANELS 0.125" THICK (TYPE IV BACKGROUND)	10.5	SF	\$39.90		\$418.95	
184	710A-185 CLASS 6, ALUMINUM FLAT SIGN PANELS 0.125" THICK (TYPE IV OR XI BACKGROUND)	58.25	SF	\$37.28		\$2,171.56	
151	710B-010 ROADWAY SIGN POST (W6 X 9 STEEL BEAM)	24	LF	\$94.19		\$2,260.56	
152	710B-021 ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2", 14 GA SQUARE TUBULAR STEEL)	28	LF	\$12.60		\$352.80	
205	726D-025 PORTABLE IMPACT ATTENUATOR(UNIDIRECTIONAL, TL-3)	1	EA	\$11,588.25		\$11,588.25	
211	730L-005 2", NON-METALLIC, CONDUIT	112	LF	\$10.50		\$1,176.00	
215	734E-031 CONDUIT PVC SCHEDULE 40 2 INCH	3159	LF	\$9.45		\$29,852.55	
216	734E-040 CONDUIT GALVANIZED RIGID STEEL 2 INCH	126	LF	\$18.90		\$2,381.40	
217	734J-000 COMMBX F1	3	EA	\$1,050.00		\$3,150.00	
220	740D-000 CHANNELIZING DRUMS	39	EA	\$44.10		\$1,719.90	
238	750E-115 CONDUIT, 2 INCH, RIGID NONMETALLIC	352	LF	\$21.00		\$7,392.00	
241	750F-022 CONDUCTOR, #10 AWG	950	LF	\$2.63		\$2,498.50	
243	750F-025 CONDUCTOR, #4 AWG	1169	LF	\$3.15		\$3,682.35	
244	750F-029 CONDUCTOR, #3/0 AWG	10	LF	\$12.60		\$126.00	
246	750G-100 COMBINED DUCT AND CABLE, 2 #4 AWG/ 1 #4 AWG GND	198	LF	\$18.90		\$3,742.20	
			TOTAL OVERRUN ITEMS			\$2,157,741.84	
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UNDERRUN ITEMS							
ITEM	DESCRIPTION	QUANT	UNIT	UNIT PRICE		EXT AMT.	
6	206C-016 REMOVING CONCRETE SLOPE PAVING (UNDER BRIDGES)	0.6	SY	-\$31.83		-\$19.10	
7	206D-000 REMOVING PIPE	512	LF	-20.45		-\$10,470.40	
12	206D-011 REMOVING FENCE	16	LF	-3.41		-\$54.56	
19	210A-000 UNCLASSIFIED EXCAVATION	3959.521	CY	-9.17		-\$36,308.81	
20	210D-000 BORROW EXCAVATION	8693.1	CY	-11.47		-\$99,709.86	
21	214A-000 STRUCTURE EXCAVATION	373.8	CY	-10.67		-\$3,988.45	
22	214B-001 FOUNDATION BACKFILL, COMMERCIAL	1004.86	CY	-17.32		-\$17,404.18	
25	230A-000 ROADBED PROCESSING	3	ROADBED STATION	-323.34		-\$970.02	
28	301A-022 CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 8.5" COMPACTED THICKNESS	29983.2208	SY	-10.2		-\$305,828.85	
30	401A-000 BITUMINOUS TREATMENT A	19288.1021	SY	-0.95		-\$18,323.70	
31	405A-000 TACK COAT	1553	GAL	-3.32		-\$5,155.96	
32	407B-000 JOINT SEALANT FOR HOT MIX ASPHALT PAVEMENT	23	MILE	-199.26		-\$4,582.98	
36	424A-281 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	1039.06	TON	-82.1		-\$85,306.83	
37	424A-360 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	7532.83	TON	-73.08		-\$550,499.22	
38	424B-281 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	61.74	TON	-75.4		-\$4,655.20	
40	424B-292 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, WIDENING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	4	TON	-314.37		-\$1,257.48	
41	424B-581 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	4522	TON	-60.31		-\$272,721.82	
47	424B-680 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	9.6	TON	-168.04		-\$1,613.18	
49	424B-685 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, PATCHING, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	24.54	TON	-85.33		-\$2,094.00	
50	424B-688 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, LEVELING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	302.33	TON	-79.97		-\$24,177.33	
51	424B-691 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, WIDENING, 3/4" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	5	TON	-209.71		-\$1,048.55	
53	424C-280 SUPERPAVE BITUMINOUS CONCRETE BASE LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE E	4702.69	TON	-61.16		-\$287,616.52	
59	450B-000 REINFORCED CEMENT CONCRETE BRIDGE END SLAB	3.45993	SY	-136.5		-\$472.28	
64	505G-003 PILE POINTS (TYPE A, 12")	24	EA	-157.5		-\$3,780.00	
66	505M-002 STEEL PILING FURNISHED AND DRIVEN (HP 12X53)	1029.55	LF	-50.4		-\$51,889.32	
67	505M-006 STEEL PILING FURNISHED AND DRIVEN (HP 14X117)	103.55	LF	-89.25		-\$9,241.84	
68	506A-003 DRILLED SHAFT EXCAVATION, 5'-0" DIAMETER	5.75	LF	-369.6		-\$2,125.20	
69	506B-005 SPECIAL DRILLED SHAFT EXCAVATION, 5'-0" DIAMETER	6.09	LF	-2730		-\$16,625.70	
70	506C-044 DRILLED SHAFT CONSTRUCTION, 5'-0" DIAMETER, CLASS DS1 CONCRETE	11.84	LF	-106.05		-\$1,255.63	
71	506G-004 CROSSHOLE SONIC LOGGING, 5'-0" DIAMETER	12	EA	-420		-\$5,040.00	
72	508A-000 STRUCTURAL STEEL	46.4	POUND	-3.15		-\$146.16	
73	510A-007 BRIDGE SUBSTRUCTURE CONCRETE	8.39992	CY	-530.25		-\$4,454.06	
77	510E-000 GROOVING CONCRETE BRIDGE DECKS	559.4	SY	-2.1		-\$1,174.74	
80	517D-000 SIDEWALK HANDRAIL	10.4	LF	-257.25		-\$2,675.40	
85	530A-000 15" ROADWAY PIPE (CLASS 3 R.C.)	6	LF	-165.97		-\$995.82	
87	530A-003 30" ROADWAY PIPE (CLASS 3 R.C.)	100.55	LF	-82.01		-\$8,246.11	
88	530B-002 29" SPAN, 18" RISE ROADWAY PIPE (CLASS 3 R.C.)	4	LF	-223.93		-\$895.72	
90	610D-003 FILTER BLANKET, GEOTEXTILE	2500	SY	-2.67		-\$6,675.00	
94	619A-003 24" ROADWAY PIPE END TREATMENT, CLASS 1	4	EA	-1189.95		-\$4,759.80	
97	620A-000 MINOR STRUCTURE CONCRETE	2.73	CY	-1153.73		-\$3,149.68	
108	629A-095 CONCRETE MEDIAN OR SAFETY BARRIER, TYPE CSF-42	357	LF	-78.75		-\$28,113.75	
110	629A-097 CONCRETE MEDIAN OR SAFETY BARRIER, TYPE CSF-42 (FO)	209	LF	-94.5		-\$19,750.50	
				PAGE 3			

111	629A-107 CONCRETE MEDIAN OR SAFETY BARRIER, TYPE CSF-4A	113	LF	-84																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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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 WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify 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.



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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 with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify 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. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 with the FAR E-Verify clause 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 with the FAR E-Verify clause 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.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing 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.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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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 Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause.

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

ARTICLE III

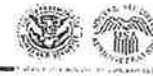
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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



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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 E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

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. The Employer must review the tentative nonconfirmation with the employee in private.

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.

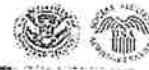
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

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 (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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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 E-Verify, 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, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. 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 with the FAR E-Verify clause 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 with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause 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 participants that are not Federal contractors with the FAR E-Verify clause, 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 with the FAR E-Verify clause, 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.



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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.



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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 Rogers Group, Inc.	
Connie Edwards Name (Please Type or Print)	
Title	
Electronically Signed Signature	10/07/2010 Date
Department of Homeland Security – Verification Division USCIS Verification Division	
Name (Please Type or Print)	
Title	
Electronically Signed Signature	10/07/2010 Date
Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Rogers Group, Inc.
Company Facility Address:	421 Great Circle Road
	Nashville, TN 37228
Company Alternate Address:	P.O. Box 25250
	Nashville, TN 37202
County or Parish:	DAVIDSON
Employer Identification Number:	351418333



Company ID Number: 362997

North American Industry Classification Systems Code:	212
Administrator:	
Number of Employees:	1,000 to 2,499
Number of Sites Verified for:	89
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <ul style="list-style-type: none"> • ALABAMA 5 site(s) • KENTUCKY 13 site(s) • TENNESSEE 49 site(s) • ARKANSAS 9 site(s) • INDIANA 13 site(s) 	

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

Name:	Zena H. Swendiman	Fax Number:	(615) 780 - 5813
Telephone Number:	(615) 780 - 5651		
E-mail Address:	zena.swendiman@rogersgroupinc.com		
Name:	Connie S. Edwards	Fax Number:	(615) 564 - 5710
Telephone Number:	(615) 780 - 5710		
E-mail Address:	connie.edwards@rogersgroupinc.com		



Employment Eligibility Verification

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Connie EdwardsUser ID
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1 You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Hiring Sites

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		State	Number of Hiring Sites
Add			
Edit	Delete	ALABAMA	5
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Edit	Delete	MISSISSIPPI	1
Edit	Delete	NORTH CAROLINA	1
Edit	Delete	TENNESSEE	49

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Contractor's E-Verify Clause

Effective May 16, 2012, this notice shall be included in all competitively bid contracts awarded for labor, supplies, or services for the City of Huntsville, Alabama and in the award of all grants or incentives.

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”) as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid 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, as amended, 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 within the State of Alabama.

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 included in each subcontract in accordance with §31-13-9(c). 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).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

“By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”



Employment Eligibility Verification

 Welcome
 Corinn Edwards

 User ID
 CEDW5206

 Last Login
 05:01 PM - 01/30/2012

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Company Information

Company Name: Rogers Group, Inc.
Company ID Number: 362997
Doing Business As (DBA) Name: Rogers Group, Inc.
DUNS Number: 057913287

[View / Edit](#)

Physical Location:

Address 1: 421 Great Circle Road
Address 2:
City: Nashville
State: TN
Zip Code: 37228
County: DAVIDSON

Mailing Address:

Address 1: P. O. Box 25250
Address 2:
City: Nashville
State: TN
Zip Code: 37202

Additional Information:

Employer Identification Number: 351418333
Total Number of Employees: 1,000 to 2,499
Parent Organization: Rogers Group, Inc.
Administrator:
Organization Designation:
Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: None of these categories apply
Employees being verified: All new hires and all existing employees assigned to a Federal contract

NAICS Code: 212 - MINING (EXCEPT OIL AND GAS)
[View / Edit](#)
Total Hiring Sites: 01
[View / Edit](#)
Total Points of Contact: 2
[View / Edit](#)[View MOU](#)



Company ID Number: 362997

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 Rogers Group, 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 or to verify the entire workforce if the contractor so chooses.

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 with the FAR E-Verify clause") 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



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens 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 employees 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 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials 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 (OSCE), 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 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 employees' 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



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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.

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 photocopy must be of sufficient quality to allow for verification of the photo



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and written information. 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.

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 good faith 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 and E-Verify system 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 the Form I-9 has 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, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. 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. 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



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uses the E-Verify system 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 in private of the finding and providing them written notice of the findings, 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 1-800-287-2515 (TDD).

11. 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, 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-