



THE CITY OF
NEW PORT
RICHEY
 FLORIDA

5919 Main Street, New Port Richey, FL 34652

INVITATION TO BID
BID 25-004

The City of New Port Richey, Florida, is accepting SEALED PROPOSALS
 from qualified vendors to provide the following:

BID TITLE:	Clarifier #4 Steel Recoating.
MANDATORY CONFERENCE:	Mandatory On-site Inspection Is Required
BID NOTE:	
Bids will be received in the office of the City Clerk until:	2:00 PM Thursday 12/19/2024
Bids will be opened in City Council Chambers at:	2:00 PM Friday 12/20/2024
Please submit (3) three complete copies of the bid to:	City of New Port Richey Attn: City Clerk 5919 Main Street New Port Richey, FL 34652
To obtain a proposal packet:	palazzoloj@cityofnewportrichey.org WendtK@CityofNewPortRichey.org https://network.demandstar.com/
To obtain additional information and schedule site visits, contact:	WWTP/Reclaim Division 727-841-0928 palazzoloj@cityofnewportrichey.org chambersj@cityofnewportrichey.org

The City of New Port Richey reserves the right to waive any and all bids received.

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00-00-00 SITE KEYMAPS

SECTION 00-01-13 SITE KEY MAP



SECTION 00-01-15 SITE KEYMAP



SECTION 00-01-17 SITE KEYMAP



00-10-00 SOLICITATION

INVITATION TO BID ITB25-004 – Clarifier #4 Steel Recoating.

The City of New Port Richey is accepting sealed bids from qualified vendors to provide the following Clarifier #1 Cleaning and Painting. Sealed proposals will be received until **2:00 PM on December 19, 2024**, in the City Clerk's Office, Second Floor, City Hall, 5919 Main Street, New Port Richey, Florida, 34652. Any bids received after the time and date specified will not be considered. All submitted bids will be opened and read in the City of New Port Richey Council Chambers, 5919 Main Street, New Port Richey, Florida 34652, at **2:00 PM on December 20, 2024**. Each Bid must be submitted, in triplicate, on the proposal forms with the proposer's name, complete address, and "**ITB25-004 – CLARIFIER #4 STEEL RECOATING**" clearly marked on the outside of the envelope.

Complete details and copies of the documents may be obtained from the Purchasing Department at 727-853-1056. gaydah@cityofnewportrichey.org.

All bidders are required to make an appointment to visit the work site (4730 Main St., New Port Richey, FL 34652) to inspect the site and become familiar with the scope of work by contacting Joe Palazzolo or John Chambers at Public Works, Waste Water Treatment Plant. Prefer contact via email at palazzoloj@cityofnewportrichey.org or chambersj@cityofnewportrichey.org or telephone at (727) 841-0928. Any questions on this project must be submitted no later than **December 5th (two weeks before the bid due date). Answers will be sent back on **December 12th to all Bidders** who received a bid document (one week before the bid submittal due date.)**

The project is located within the City of New Port Richey, Florida, at 4730 Main Street, New Port Richey, FL. 34652. Items include removing and reinstalling all equipment, draft tubes, skirting, cleaning, and applying approved Themec Coatings on Clarifier #1 steel structure and components, including fiberglass Launder covers and scum baffles.

All contract bonds, insurance contracts, and certificates of insurance shall be either executed by or counter signed by a licensed resident agent of the surety or Insurance company having its place of business in the State of Florida. Further, the said surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

The successful Bidder shall hold or obtain such Contractor's and Business License as state statutes require. The City of New Port Richey reserves the right to reject all quotes or any proposal not conforming to the intent and purpose of the Contract Documents and to postpone the award of the Contract for a period of time, which shall not extend beyond 90 days from the proposal opening date.

Dated this 13th and 20th day of November, 2024.
CITY OF NEW PORT RICHEY, FLORIDA
By Judy Meyers, MMC, City Clerk

00-20-00 INSTRUCTIONS FOR PROCUREMENT

00-21-13 INSTRUCTIONS TO BIDDERS

TERMS

1. DEFINED

The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

2. COPIES OF BIDDING DOCUMENTS

- 2.1. Complete sets of the Bidding Documents in the number and for the price, if any, stated, may be obtained from the indicated source. The price paid (if any) for the documents is nonrefundable.
- 2.2. Complete sets of Bidding Documents shall be used in preparing Bids; Owner assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3. Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as licenses, financial data, previous experience, present commitments, and other such data as may be called for below. Each Bid must contain evidence of the Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to the award of the Contract. Specifically, the Bidder shall have all licenses and permits required by Federal, State, and local Statutes, Regulations, and Ordinances.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 4.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) **Make an appointment and visit the site to become familiar with local conditions that may affect the cost, progress, performance, or furnishing of the work.** (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Owner of all conflicts, errors or discrepancies in the Contract Documents prior to bidding.
- 4.2. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception, the Bid is premised upon performing and furnishing the work required by the Contract Documents and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions.

5. INTERPRETATIONS AND ADDENDA

5.1. All questions about the meaning or intent of the Contract Documents are to be directed to Owner. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Owner as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner.

6. BID SECURITY

6.1. Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond on form attached and issued by a surety company.

6.2. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within the specified time after the Notice of Award, Owner may annul the Notice of Award, and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the **7th day** after the Effective Date of the Agreement, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids that are not competitive will be returned within seven days after the award to the successful Bidder.

7. CONTRACT TIME

The numbers of days within which, or the dates by which, the work is to be completed and ready for final payment (the Contract Time) are set forth in the Bid Form and the Agreement.

8. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OF "OR EQUIVALENT" OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Specifications and/or Drawings without consideration of possible substitute or "or-equivalent" items. Whenever it is indicated in the Specifications and/or Drawings that a substitute or "or-equivalent" construction method, construction material, or item of equipment may be furnished or used by Contractor if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Effective Date of the Agreement.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1. The Bidder shall furnish the names of those Subcontractors and Equipment and Materials Suppliers he proposes to use on the project in the appropriate spaces provided in the Bid Form portion of the Contract Documents. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner subject to revocation of such acceptance after the Effective Date of the Agreement.

10.2. In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with Owner's written consent.

10.3. No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom the Contractor has reasonable objection.

00-40-00 PROCUREMENT FORMS AND SUPPLEMENTS

00-41-43 BID FORM

11.1. The Proposal is included with the Bidding Documents; additional copies may be obtained from Owner.

11.2. All blanks on the proposal must be completed **in black ink** or by typewriter.

11.3. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5. All names must be typed or printed below the signature.

11.6. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7. The address and telephone number for communications regarding the Bid must be shown.

11.8. The Bid amount shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances named in the Contract Documents.

12. SUBMISSION OF BIDS

Bids shall be submitted to the Owner or representative on the bid documents supplied by the Owner.

13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the award of Contract.

14. AWARD OF CONTRACT

14.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the project to make an

award to that Bidder.

Whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

- 14.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 14.3. Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.
- 14.4. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 14.5. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the project.
- 14.6. If the Contract is to be awarded Owner will give the Successful Bidder a Notice of Award.

15. CONTRACT SECURITY

When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds.

16. SIGNING OF AGREEMENT

When Owner gives a Notice of Award, contingent upon final action by the Owner, to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within **30 days** thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement, and associated documents, to Owner with the required Bonds. Upon Award and Execution by the Owner one set of fully executed contract documents shall be delivered to Contractor.

17. PUBLIC ENTITY CRIME INFORMATION STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

18. BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion

with any official of the Owner, and that the proposal is made without any connection of collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has utilized all data which he believes pertinent from the Engineer, Owner, and other sources in arriving at his conclusions.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, separately, or in any combination that best serves the interests of the Owner.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this proposal.

CITY OF NEW PORT RICHEY, FLORIDA

ITB24-003 Response Form

Project: Clarifier #4 Steel Recoating.

The Bidder agrees to accept as full payment for the lump sum work proposed under this project, as herein specified, based upon the undersigned's own estimate of quantities and costs, the following:

	<u>Unit</u>	<u>Amount</u>
#4 Clarifier	LUMP SUM	\$ _____
Contingency	Amount	\$ <u>5,000.00</u>
TOTAL LUMP SUM BID		\$ _____

00-43-13 FLORIDA BID BOND

BOND NO. _____

AMOUNT: \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____

Herein after called the PRINCIPAL, and _____

a corporation duly organized under the laws of the State of _____, having its principal place of business at _____ in the State of _____

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto the **City of New Port Richey** of the State of Florida, represented by its Council, hereinafter called the OBLIGEE, in the sum of

_____ DOLLARS (\$ _____), for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the **City of New Port Richey** for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the proposal and the detailed Drawings and Specifications, entitled:

Clarifier #4 Steel Recoating.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check, certified check, or bid bond in the amount of **5** percent of the base bid be submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within **30** consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within **30** consecutive calendar days after written notice of such acceptance, enters into a written Contract with the **City of New Port Richey** and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the **City of New Port Richey** and the Surety herein agrees to pay said immediately upon demand of the

_____ in good and lawful money of the United States of America, as liquidated damages for failure there of said PRINCIPAL.

Signed and sealed this ____ day of _____, 2024.

PRINCIPAL

By

Typed Name & Title

SURETY

By - (Attorney-In-Fact)

Typed Name & Title

00-45-19 NON-COLLUSION AFFIDAVIT

STATE OF)
) SS
COUNTY OF)

_____, being first duly sworn deposes and says that:

1. He/she is the _____, of _____
_____, the Bidder that has submitted the attached Bid;

2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by Agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful Agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful Agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affidavit.

By _____

Sworn and subscribed to before me this _____ day of _____, 2024,

in the State of _____, County of _____.

Notary Public

My Commission Expires:

00-45-46.13 PUBLIC ENTITY CRIMES

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for
No. _____

2. This sworn statement is submitted by _____ (name or entity, submitting
sworn statement)

whose business address is

(If applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement:)

3. My name is _____ and my relationship
to the entity named above is _____
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b) Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjuring trial, or entry of a plea of guilty or nolo contendere.

00-45-46.16 DRUG-FREE WORKPLACE

Florida Statutes on Drug-Free Workplace Programs:

In case of tie bids, preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug free certification form below must be signed and returned with your Bid.

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in the first paragraph.

In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

DRUG-FREE WORKPLACE CERTIFICATION

VENDOR NAME: _____ BID NO: _____

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

STATE OF: _____

COUNTY OF: _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority,

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2024

Notary Public

(Affix Seal)

My commission expires

00-45-46.19 CONTRACTORS CODE OF CONDUCT

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or Agreement with the City."

Signature

Date

Title

00-45-46.21 UNSATISFACTORY WORK - NONPERFORMANCE

If at any time during the contract term, the services performed or work done by the contractor is considered by The City of New Port Richey to create a condition that threatens the health, safety or welfare of the community, the contractor shall, on being notified by The City New Port Richey, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, The City shall have the right to order the correction of the deficient services or work by a separate contract or with its own resources at the expense of the contractor. The City reserves the right to terminate the Contract immediately.

Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequence, and procedures of construction. The City reserves the right to implement critical work schedules with time restraints as called out in the contract document.

At all times during the contract term and progress of work, the contractor shall assign a competent resident superintendent who shall not be replaced without notice to the City except under extraordinary circumstances. Contractor shall provide skilled, properly trained and equipped labor for work performed.

Notwithstanding the above, The City of New Port Richey reserves the right to cancel the Contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

00-50-00 CONTRACTING FORMS AND SUPPLEMENTS

00-52-43 AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____

year 2024 by and between the CITY OF NEW PORT RICHEY (hereinafter called OWNER)

and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in all consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

Certified Contractor to provide professional cleaning and painting services for one Clarifier steel structure and components, removing and reinstalling all removable equipment, draft tubes, skirting, cleaning, and applying approved Themec Coatings while adhering to the highest of industry best practices. This work will include sandblasting all the steel to remove rust, dirt, mold, and all debris off of existing paint as per specifications, followed by the application of new coatings as per specifications and manufacturer recommendations. The successful Contractor shall be responsible for determining the quantity of paint required.

Article 2. OWNER

The project has been designed by:

The City of New Port Richey, Public Works, Waste Water Treatment Plant
4730 Main Street New Port Richey, FL 34652 (727) 841-0928

who is hereinafter called OWNER and who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to OWNER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3. CONTRACT TIME.

3.1 CONTRACTOR acknowledges and agrees that the work shall be completed within 90 calendar days from the date when the Contract Time commences to run. However, specific portions of the project shall be completed in the sequence indicated and be subject to Liquidated Damages.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognizes that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times, or by the dates, specified in paragraph 3.1 above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **TWO HUNDRED FIFTY dollars and 00/100 (\$250.00)** for each calendar day that expires.

Article 4. CONTRACT PRICE.

4.1 OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds as follows:

_____ Dollars
(amount in words)

\$ _____
(amount in figures)

4.2 Payment of the above stated amount is subject to additions or deductions as specified by OWNER and CONTRACTOR.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment to OWNER. Applications for Payment will be processed by OWNER in the following manner:

5.1 Progress Payments. OWNER shall make progress payments to the CONTRACTOR on account of the Contract Price, on the basis of Contractor's Applications for Payment submitted to, and approved by, the ENGINEER (if applicable). Said Applications for Payment shall be submitted by CONTRACTOR on or about the 30th day of each month during construction. All progress payments shall be made on the basis of the progress of the work measured by the schedule of values. In the case of Unit Price Work, progress payments shall be based on the number of units completed.

5.1.1 Prior to Substantial Completion, retain-age will be held in an amount indicated below:

If, in the sole opinion of Public Works Director, the project is less than or equal to fifty percent (50%) complete, then the retain-age to be held by OWNER shall be ten percent (10%) of the Total Earned to Date, as hereafter defined.

If, in the sole opinion of Public Works Director, the project is greater than fifty percent (50%) complete, then the retain-age to be held by OWNER shall be five percent (5%) of the Contract Price, provided satisfactory progress is maintained in accordance with the original progress schedule submitted. If satisfactory progress is not maintained in accordance with the submitted progress schedule, then the retain-age to be held by OWNER, shall be ten percent (10%) of the Total Earned to Date, as hereafter defined, until final completion and acceptance by the OWNER.

When used in this Agreement, the term "Total Earned to Date" shall mean the total amount of progress payments that the CONTRACTOR has received from OWNER from the commencement of the project until the date of the most recent Application for Payment approved by OWNER, and paid for by OWNER.

5.1.2 Upon Substantial Completion, retain-age will be released in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as OWNER shall determine, or OWNER may withhold.

5.2 Final Payment. Upon final completion and acceptance of the Work OWNER shall pay the remainder of the Contract Price.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress,

performance or furnishing of the work.

- 6.2 CONTRACTOR has studied carefully all reports of conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in the General Conditions, and accepts the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Facilities are or will be required by CONTRACTOR in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 6.6 CONTRACTOR has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- 6.7 CONTRACTOR is in good standing under the laws of the state of Florida and holds a valid Contractors license from the state of Florida as well as from the City of New Port Richey.
- 6.8 Since the submission of the original Bid by CONTRACTOR, there have been no changes, amendments, alterations or deletions with regard to the information provided to OWNER at the time of submission of the original Bid by CONTRACTOR.

Article 7. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire Agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 7.1 This Agreement.
- 7.2 Exhibits to this Agreement.
- 7.3 Performance and other Bonds.
- 7.4 Notice of Award.
- 7.5 General Conditions.
- 7.6 Supplementary Conditions. (NA)
- 7.7 Specifications bearing the title Clarifier #4 Steel Recoating.
- 7.8 Drawings (if applicable) titled Clarifier #4 Steel Recoating.

7.9 Addenda numbers _____ and _____.

7.10 Contractor's Proposal.

7.11 Documents submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____ inclusive).

7.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents. Notwithstanding any other provisions in the Contract Documents, at no time shall CONTRACTOR have the sole authority to amend, supplement, delete or modify the Contract Documents, or any provision contained therein. As such, OWNER shall approve in writing any and all proposed changes to the Contract Documents.

7.13 All of the documents listed in paragraphs 7.1 through 7.12, inclusive, are hereby attached to this Agreement and incorporated herein by this reference.

Article 8. MISCELLANEOUS

8.1 Terms of art which are capitalized in this Agreement and throughout the Contract Documents shall have the meanings indicated herein.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

8.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 9. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20_____.

City of New Port Richey
OWNER

CONTRACTOR

By

By

Typed/Printed Name & Title

Typed/Printed Name & Title

[CORPORATE SEAL]

[CORPORATE SEAL]

00-60-00 PROJECT FORMS

00-61-13.16 FLORIDA PAYMENT BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____
(contractor)

of _____
(contractor's address)

hereinafter called the CONTRACTOR (Principal), and _____
(surety)

of _____
(surety's address)

a corporation duly organized and existing under and by virtue of the laws of the State of _____ hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the City of New Port Richey as OWNER (obligee), in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated _____, 2024, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Plans, Drawings, and Specifications prepared by the Owner all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative thereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

NOW THEREFORE, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and his obligation thereunder, including the Contract Documents (which include the Plans, Drawings, Specifications, and conditions as prepared by said Consulting Engineers, the Contractor's Bid as accepted by the above Owner, the Bid and Contract Performance and Payment Bonds, and all Addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all person supplying materials, equipment, and/or labor used directly or indirectly by said Contractor or subcontractors in the prosecution of the work provided for in said Contract in accordance with Florida Statutes, Section 255.05 or Section 713.23; then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract, including any and all guarantee periods as specifically mentioned in said Contract Documents; AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Plans, Drawings, and Specifications accompanying the said Contract shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or

additions of the terms of the Contract, or to the work, or to the Drawings and Specifications. Claimant shall give written notice to the Contractor and to the SURETY as required by Florida Statutes, Section 255.05 or Section 713.23. Any actions against the Contractor or the SURETY shall be brought within the time specified by Section 255.05 or Section 713.23.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this _____ day of _____, 2024, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR

By

_____ (Seal)

Typed/Printed Name & Title

Attest

SURETY

By

Typed/Printed Name &

Title _____

Attest

APPROVED AS TO FORM: _____, 2024

City Attorney

Typed/Printed Name & Title

01-00-00 GENERAL REQUIREMENTS

01-11-00 SPECIFICATIONS: (SCOPE OF WORK)

The specifications and scope of work for the Clarifier #4 Steel Recoating are below.

SECTION 09 96 00 – HIGH PERFORMANCE COATINGS

RELATED DOCUMENTS

Not used.

SUMMARY

Provide all labor, materials, apparatus, scaffolding, and all appurtenant work in connection with painting and protective coatings, complete as indicated, specified and required.

**Principal items to be coated per PART 3 of this document include, but are not limited to:
Clarifier #4 Ferrous Metals, and Fiberglass Including:**

**Still
Rake arms
Beach
Pipes
Catwalk structural steel
Fiberglass Launder covers
Fiberglass Baffle,
All other interior ferrous metals**

In addition to the application of coatings, the following procedures are to be performed:
Not used.

It is the Contractor's responsibility to examine areas and conditions under which coating systems are to be applied, and to notify the Owner of areas or conditions which are not acceptable. Do not begin surface preparation or application until areas or conditions have been corrected.

Description of Options – Contained within this specification are the following Options:
Not Used.

DEFINITIONS

Owner – City of New Port Richey, or their appointed representative.

Specifier – City of New Port Richey or their specifying engineer, architect, consulting firm, or representative.

Contractor – Selected contractor who is awarded the project.

Manufacturer – Coating manufacturer or manufacturer's authorized representative:
Basis of Specification: Tnemec Company, Inc., represented by Florida Protective Coatings Services, Inc.

DFT – Dry film thickness

Mils – All listed mils are dry film thicknesses.

Paint and Coating – The words “Paint” and Coating” may be used interchangeably within this document to refer to paints and high-performance coatings.

ACTION SUBMITTALS

All submittals must comply with Owner-specified submittal procedures.

Product Data Sheets.

Contractor shall submit coating material manufacturer’s printed technical data sheets for products intended for use in each coating system.

Data sheets shall fully describe material as to its intended use, generic description, recommended surface preparation and application conditions, primers, material mixing and application (including recommended dry mil thickness recoat time), precautions, safety and maintenance cleaning directions.

Safety Data Sheets. Safety Data Sheets (SDS) shall accompany all submittals and shall be easily available for access at the job site during all activities.

Project references as outlined in Article 1.6.

Copy of any required certificates, to demonstrate compliance with Article 1.6.

Coating Schedule: Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

ONE MANUFACTURER

All coatings shall be the product of Tnemec. No substitutions will be accepted.

QUALITY ASSURANCE

Third party Inspection:

Owner reserves the right to utilize third-party inspection services on this project.

If utilized, initial third-party inspection services shall be provided at no additional cost to the Contractor.

Guarantee

A one (1) year guarantee against failure which commences on the date of final completion shall be provided for all coatings, unless more stringent requirements are specified hereinafter. Failure of any coating during the guarantee period shall be repaired by the Contractor who shall absorb all costs related to the repair of the coating. Failure shall be defined as peeling, blistering, delamination or loss of adhesion of any of the coatings.

Manufacturer’s Qualifications:

Specialize in manufacture of high-performance coatings with a minimum of 100 years successful experience.

Able to demonstrate successful performance on comparable projects.

Single-Source Responsibility: All coatings shall be products of a single manufacturer.

Manufacturer's Representative:

The Contractor shall require the manufacturer to furnish a manufacturer's qualified technical representative to visit the project site for technical support as required and ordered and as may be necessary to resolve field questions or problems attributable to or associated with the manufacturer's products furnished under this Contract or the application thereof.

Applicator's Qualifications:

Applicator must have a minimum AMPP Basic Coating Inspector on staff for no less than 6 months. Experience in application of specified coatings for a minimum of 5 years on projects of similar size and complexity to this work.

Applicator must comply with all relevant OSHA safety regulations.

Use best practices to carry out corrosion prevention activities in the field.

Use best practices in environmental protection to prevent environmental degradation, and to ensure careful handling of all hazardous materials.

The Contractor must submit, with their bid, a letter of recommendation from the basis of design product manufacturer. This letter shall confirm that the Contractor's ability to apply the specified coatings.

The Contractor must submit, with their bid, a list of a minimum 10 completed projects of similar size and complexity to this work in the state of Florida. Include for each project:

Project name & location

Name and contact of owner

Name and contact of specifier

Approximate area of coatings applied

Total project amount value

Date of completion

Pre-Application Meeting:

A pre-application meeting shall be held at least two (2) weeks before the start of application of coating systems. All parties who directly affect the project shall attend, including the Contractor, Manufacturer, and Owner.

The pre-application meeting shall include a review of any circumstances which may impact the project including, but not limited to, the following:

Environmental requirements

Protection of Surfaces not scheduled to be coated

Surface Preparation

Ventilation

Application

Cleaning

Disinfection

Repair

Field Quality Control

Protection of coating systems

11-month walkthrough

Coordination of other projects

11-Month Walkthrough:

The Owner shall organize a project meeting for 11 months after the final completion date which the Contractor, Manufacturer, and Owner shall attend. Participants will perform a walkthrough of the project and resolve any workmanship or materials discrepancies.

DELIVERY, STORAGE, AND HANDLING

All coatings shall be delivered to the mixing room in unbroken containers, bearing the manufacturer's brand, date of manufacture, and name. They shall be used without alteration and mixed, thinned, and applied in strict accordance with manufacturer's directions for the applicable materials and surface before using.

Coatings shall be delivered to the job site in the original unopened containers, bearing the manufacturer's label. A Product Data Sheet and Safety Data Sheets for all coatings shall be obtained from the manufacturer for each shipment of materials to the job site. Coatings shall be stored in a dry, well-ventilated area, not in direct contact with the ground, where the temperature is maintained within the manufacturer's written recommended limits.

Damaged materials and/or materials exceeding the shelf life shall not be used.

The Contractor will be responsible for storing coatings onsite in accordance with the Manufacturer's latest written recommendations.

Coatings shall be mixed in proper containers of adequate capacity. All coatings shall be mixed in accordance with the Manufacturer's latest written recommendations. No unauthorized thinners or other materials shall be added to any coatings. Air shall not be used directly for agitation. Pigmented material shall be strained after mixing. Catalyzed materials may not be used beyond the recommended pot life.

Work areas will be designated by the Owner for storage and mixing of all materials. Materials shall be in full compliance with the requirements of pertinent codes and fire regulations. Proper containers outside of the buildings shall be provided and used for wastes, and no plumbing fixture shall be used for this purpose.

Contractor will be responsible for disposal of all waste, empty containers, etc.

All recommendations of the Manufacturer in regard to the health and safety of workmen shall be followed.

FIELD CONDITIONS

All coatings shall be applied in dry and dust-free environment.

No coating shall be applied when temperatures are outside the manufacturers written recommended limits.

No coating shall be applied to wet or damp surfaces, and shall not be applied in rain, fog, or mist.

No coating shall be applied when the temperature is less than 5°F above the dew point.

No coating shall be applied when unsuitable environmental conditions are expected within 1 hour of the listed "Dry to Touch" time for a coating.

PRODUCTS

MANUFACTURERS

Coatings shall be a product of Tnemec. No substitutions will be accepted.
Local Tnemec Contact: Chad Holmes (727) 201-6706, cholmes@tnemec.com

PROTECTIVE COATINGS, GENERAL

The specified basis of design is intended to provide the longest service life possible, lowest life cycle cost and most sustainable solution. Contractors must provide pricing based on the basis of design.

All coatings shall be furnished by the same manufacturer.

Coatings shall be sealed in containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's directions, and name of manufacturer, all of which shall be plainly legible at the time of use.

All coatings shall be produced and applied as herein called for or, if not specifically called for, it shall be applied in accordance with the manufacturer's latest printed recommendations as approved by the Specifier.

Coating materials shall meet Volatile Organic Compounds (VOC) requirements of not more than 3.5 lbs/gal after thinning.

No coatings containing lead will be allowed.

Material Compatibility:

Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

Colors: All colors and shades of colors of all coats of material shall be as identified in the color schedule. Each coat shall be of a slightly different shade, as directed by the Manufacturer to facilitate inspection of surface coverage of each coat.

SOURCE QUALITY CONTROL

Testing of Coatings: Owner reserves the right to invoke the following procedure:

Owner will engage the services of a qualified testing agency to sample coatings. Contractor will be notified in advance and may be present when samples are taken. If coatings have already been delivered to project site, samples may be taken at project site. Samples will be identified, sealed, and certified by testing agency.

Testing agency will perform tests for compliance with product requirements.
Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coatings from project site, pay for testing, and repaint surfaces that were coated with rejected materials.

EXECUTION

EXAMINATION

Proceed with coating application only after unsatisfactory conditions have been corrected.
Application of coating indicates acceptance of surfaces and conditions.

The Contractor shall conduct wet film thickness measurements and shall recoat and repair as necessary for compliance with the specifications.

Coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" or "Positest" Coating Thickness Gauge (or equal) for metal. Note that a "Tooke" gauge may also be used if necessary, and that use of the "Tooke" gauge is classified as a destructive test.

Before performing any destructive tests on a newly applied coating system, the Owner and Contractor shall determine which of them is responsible for the cost of repairing the damaged coatings.

Coatings not in compliance with the specifications will not be acceptable and shall be corrected and re-inspected at Contractor's expense until the specifications are met.

After each coat has been allowed to dry, the dry film thickness will be measured and recorded in the daily inspection reports. The Contractor shall not apply a successive coat until the dry film thickness of the preceding coat or coats has been approved by the Owner.

Measurement of dry film thickness over ferrous metal surfaces will be done in accordance with SSPC-PA 2.

Measurement of dry film thickness over concrete surfaces may be estimated by comparison of the used material to the theoretical coverage rate.

Measurement of dry film thickness over fiberglass surfaces may be estimated by comparison of the used material to the theoretical coverage rate.

Holiday Testing:
Not Used.

DEMO PREPARATION

Remove hardware, covers, draft tubes, skirting, plates, and similar items already in place that are removable and not-to-be-painted items already in place. If removal is impractical or impossible because of the item's size or weight, provide surface-applied protection before surface preparation and painting.

After completing painting operations, use workers skilled in the trades involved to reinstall items. Use new U-Bolts and related hardware to reinstall draft tubes that were removed (**supplied by the owner**). Remove surface-applied protection.

General (ALL Surfaces):

All surfaces are to receive the following surface preparation prior to any other specified surface preparations in the remainder of Article 3.2.

The Contractor shall examine all surfaces to be coated, and shall correct all surface defects before application of any coatings. Any required removal, repair, or replacement of this work caused by unsuitable conditions shall be done at no additional cost to the Owner.

All weld seams, sharp protrusions and edges shall be ground smooth prior to the surface preparation or application of any coatings.

Remove all loose existing coatings, dirt, dust, grease, oil, mold, mildew, salts, and other soluble contaminants by High Pressure Water Cleaning (using potable water, 3500 - 5000 psi, 3-5 gallons / minute, oscillating tip). A degreaser may be required for oil-soaked areas or heavily contaminated areas.

Neutralize and remove all mold & mildew using a solution made by adding two (2) ounces of tri-sodium phosphate and eight (8) ounces of sodium hypochlorite to one (1) gallon warm water. Use a scouring powder, if necessary, to remove mildew spores, and then perform a final rinse with potable water.

All surfaces must be clean, dry, and free of contaminants prior to the application of any coatings. All prepared surfaces must be coated as soon as possible in order to prevent re-contamination of the substrate. Areas which are re-contaminated must be re-cleaned to the proper level of cleanliness prior to application of coatings. If necessary, this may also involve re-sandblasting, which will be performed at no additional cost to the Owner.

Clarifier #4 Ferrous Metals:

Prepare all surfaces in accordance with Article 3.2.B.
Abrasive blast or mechanically abrade in accordance with SSPC-SP10 Near White Blast Cleaning to remove all existing galvanizing and existing coatings and provide a minimum 1.5 mil angular anchor profile.

COATING SCHEDULE

Clarifier #4 Ferrous Metals:

1st Coat: Series 1 @ 2.5 – 3.5 mils.
Pit Filler: Series 215 is to be used as needed to fill angular pits and voids, and small holidays which are unable to be filled using the specified high-performance coatings. The pit filler may be thickened in accordance with the manufacturer’s recommendations.
2nd Coat: Series N69 @ 3.0 – 6.0 mils.
3rd Coat: Series N69 @ 6.0 – 10.0 mils, applied in one or two passes.
4th Coat (UV-Exposed Areas, Extending down 1’ below the Water Line): Series 1094 @ 3.0 – 5.0 mils.

COLOR SCHEDULE

1st Coat: 1216 Greenish-Gray
Pit Filler-White
2nd Coat: 31GR Slate Gray
3rd Coat: 52BL Thunder Clap
4th Coat 52BL Thunder Clap

Clarifier #4 Fiberglass:

SURFACE PREPARATION:

Clean in accordance with SSPC-SP1 Solvent Cleaning. Then abrasive blast or mechanically abrade all surfaces to remove any loose coatings and to thoroughly and uniformly scarify and de-gloss all well-adhered coatings, and to provide a minimum 1.5 mil angular anchor profile.

COATING SCHEDULE

Spot Prime (Bare Fiberglass): Series N69 @ 6.0 – 10.0 mils, in one or two passes.

Sanding (Previously Bare Fiberglass): Once the Spot Prime has dried, lightly sand as needed to remove any exposed fibers. Apply a second Spot Prime to these locations and repeat as necessary to completely bury exposed fiberglass.

1st Coat: Series N69 @ 3.0 – 6.0 mils.

2nd Coat: Series N69 @ 3.0 – 6.0 mils.

3rd Coat (UV-Exposed Areas, Extending down 1' below the Water Line): Series 1094 @ 3.0 – 5.0 mils.

APPLICATION

Apply all paints and coatings in accordance with the Manufacturer's latest written instructions and recommendations.

Use applicators and techniques suited for coatings and substrate indicated.

Paint surfaces behind movable items same as similar exposed surfaces. Before final installation of new or removed permanently fixed items, coat surfaces behind these items.

Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

Each coat must be tinted a different shade to facilitate identification of each coat when multiple coats are required. Provide sufficient difference in shade of undercoats to distinguish each separate coat.

If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform finish, color, and appearance.

Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

Sufficient time shall be allowed to elapse between successive coats to permit satisfactory recoating but, once commenced, the entire coating operation shall be completed without delay. Contractor is responsible for compliance with the Manufacturer's listed minimum and maximum recoat windows.

FIELD QUALITY CONTROL

The Contractor shall regularly conduct wet film thickness measurements and shall recoat and repair as necessary for compliance with the specifications.

On metal substrates, coating thickness shall be determined by the use of a properly calibrated "Nordson-Mikrotest" or "Positest" Coating Thickness Gauge (or equal). Please note that a "Tooke" gauge may be used on cementitious surfaces and that use of the "Tooke" gauge is classified as a destructive test.

Before performing any destructive tests on a newly applied coating system, the Owner and Contractor shall determine which of them is responsible for the cost of repairing the damaged coatings.

Coatings not in compliance with the specifications will not be acceptable and shall be replaced and re-inspected at the Contractor's expense until the specifications are met.

COATING PERFORMANCE CRITERIA

The following demonstrates the performance of the specified coating system.

Series 1 Omnithane - Zinc/Micaceous Iron Oxide Urethane:

Adhesion: ASTM D4541 (Method B, Type II) - No less than 1,433 psi (9.88 MPa) adhesion, average of three tests.

Immersion: ASTM D870 – No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F.

Salt Spray (Fog): ASTM B117 - No blistering, cracking or delamination of film. No more than .03% rusting on plane and no more than 3/16" rust creepage at scribe after 10,000 hours exposure.

Series N69 Hi-Build Epoxoline II – Polyamidoamine Epoxy:

Adhesion: ASTM D4541 – No less than 1,943 psi (13.40 MPa) pull, average of three tests.

Exterior Exposure: ASTM D1014 - No blistering, cracking, checking, rusting or delamination of film. No rust creepage at scribe after 5 years exposure.

Humidity: ASTM D4585 - No blistering, cracking, checking, rusting or delamination of film after 10,000 hours exposure.

Immersion: ASTM D870 - No blistering, cracking, rusting or delamination of film after 2,000 hours continuous immersion in deionized water at 140°F, average of three tests.

Prohesion: ASTM G85 – No blistering, cracking, checking, rusting or delamination of film. No more than 1/8" rust creepage at scribe after 5,000 hours exposure.

Salt Spray: ASTM B117 (2 Coats Series N69) - No blistering, cracking or delamination of film. No more than 1% rusting on plane. No more than 1/16" rust creepage at scribe after 6,700 hours exposure.

Salt Spray: ASTM B117 (Series 90-97 with 2 Coats Series N69) - No blistering, cracking, rusting or delamination of film. No more than 1% rusting on plane. No more than 3/16" rust creepage at scribe after 20,000 hours exposure.

Series 1094 Endura-Shield – Aliphatic Acrylic Polyurethane:

Volatile Organic Compounds (Thinned 15%): 0.80 lbs/gallon (96 grams/litre)

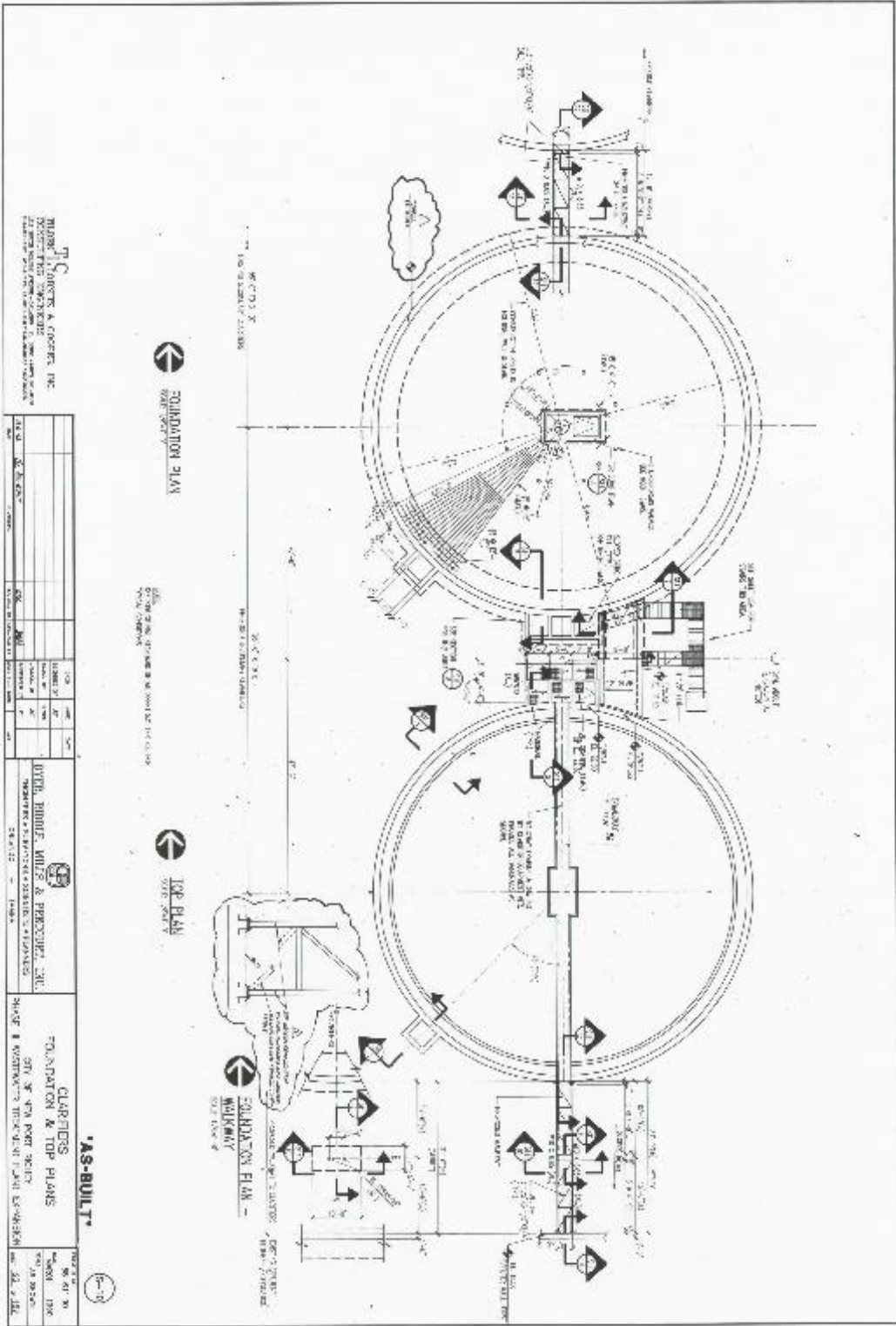
Cyclic Salt Fog / UV Exposure: ASTM D5894 – No blistering, cracking, rusting or delamination of film after 5,000 hours (15 cycles) of cyclic salt fog/UV cycling.
Hardness: ASTM D3363 – No less than 3B scratch hardness after 30 days cure.
Prohesion: ASTM G85 – No blistering, cracking, rusting or delamination of film and no rust creepage at the scribe after 3,000 hours of exposure.
QUV Exposure: ASTM D4587 (UVA-340 bulbs, 8 hours UV, 4 hours condensation) - No blistering, cracking or delamination of film. No less than 80% gloss retention, no more than 16 units gloss loss and no more than 1.89 DECIE2000 color change after 4,000 hours QUV exposure.

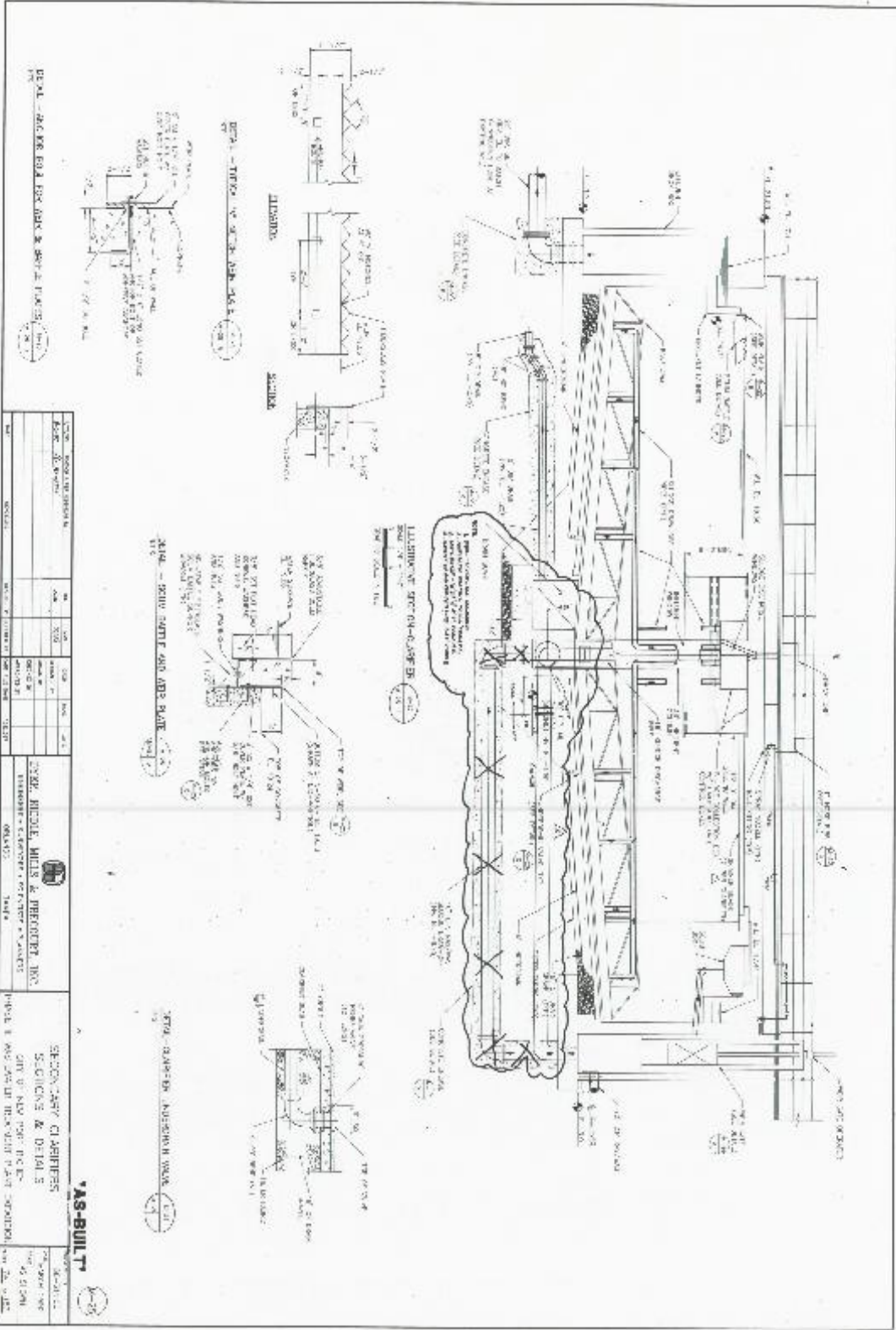
CLEANING AND PROTECTION

Upon completion of the work, staging, scaffolding, drop cloths, blast material, and containers shall be removed from the site or destroyed in an approved manner. Paint spots, oil, or stains upon adjacent surfaces shall be removed.

END OF SECTION 09 96 00

1-12-00 AS-BUILT BLUE PRINTS



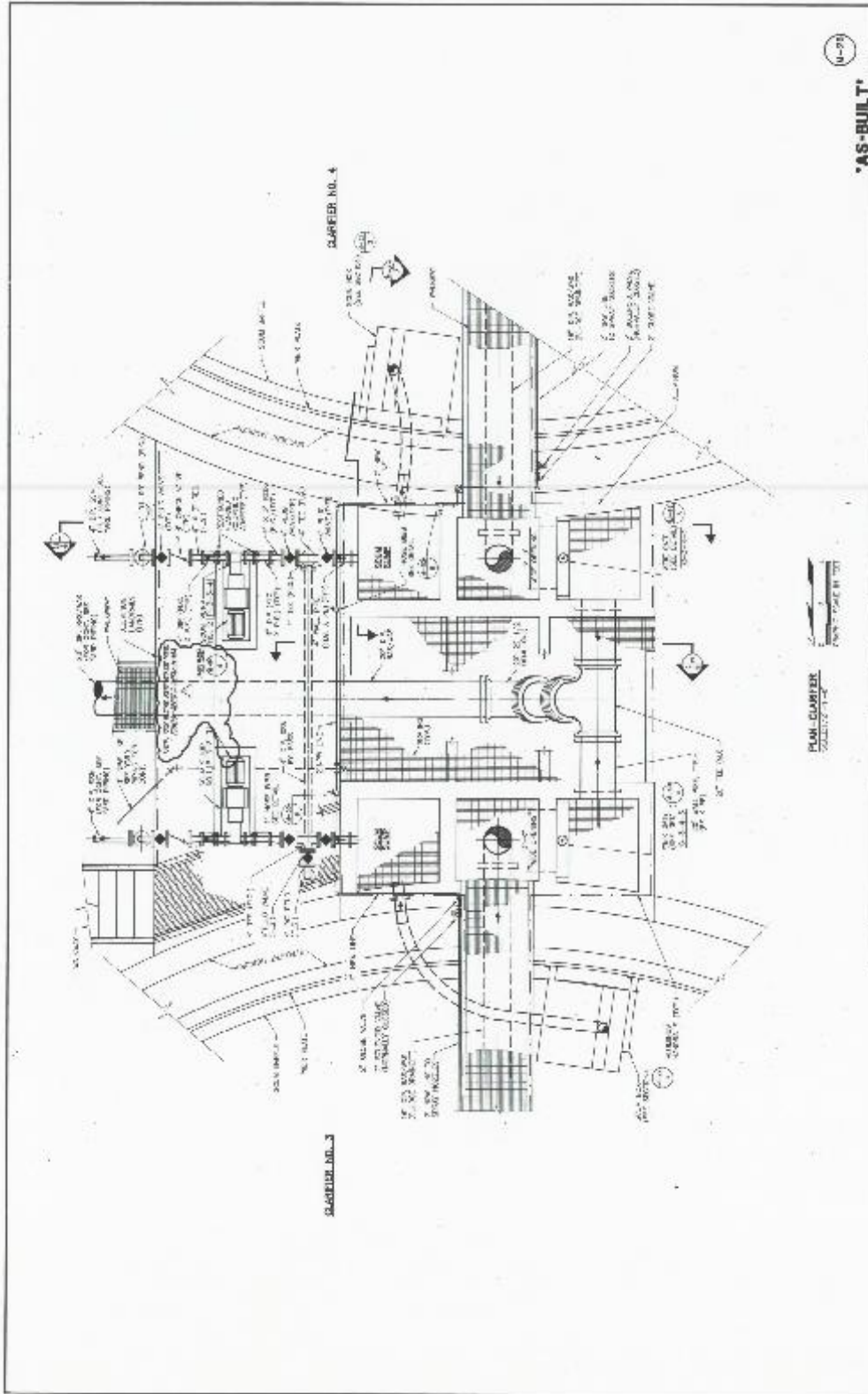


DETAILED - AND FOR ELEVATION AND SECTION PURPOSES

NO.	DESCRIPTION	DATE	BY	CHECKED
1	AS-BUILT			
2				
3				
4				
5				
6				
7				
8				
9				
10				

SEVEN DAY CLARITIES
SCHEDULES & DETAILS
CITY OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION
OFFICE OF WATER SUPPLY

AS-BUILT



U-29

"AS-BUILT"

PROJECT: **SEWAGE TREATMENT PLANT**
 DATE: **APRIL 1973**
 DRAWN BY: **AS BUILT**
 CHECKED BY: **AS BUILT**
 SCALE: **AS SHOWN**

SECONDARY CLARIFIERS
FINAL PLAN & DETAILS
CITY OF NEW BOSTON
FLOOR II (AFTERWARD TREATMENT PLANT EXPANSION)

NO.	DATE	BY	DESCRIPTION
1	APR 1973	AS BUILT	FINAL PLAN & DETAILS

DESIGNED BY: **UTER, SHULK, MILLS & PROBERT, INC.**
 1100 W. 12TH ST., SUITE 100, MINNEAPOLIS, MN 55404
 PHONE: (612) 338-1100

PLAN CLARIFIER
 SCALE: 1/8" = 1'-0"

2. CONTRACTOR:

01-14-00 SPECIAL INSTRUCTIONS & REQUIREMENTS

None

E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

Attach an Electronically signed (E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS)



Company ID Number: _____

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING FOR
EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and the _____ (Employer). The purpose of this Agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to 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 create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or US Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

6. 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.
7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to

its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the antidiscrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
 9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
 10. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
 11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest

the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

12. 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 CFR § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).
13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
14. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU,

except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.
16. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 USC § 552a(i)(1) and (3)) and the Social Security Act (42 USC 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties. 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false. 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
18. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
19. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the Contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the Contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the Contract, whichever date is later.
- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the Contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the Contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the Contract within 90 calendar days after date of contract award or within 30 days after assignment to the Contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 USC 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal Contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the Contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the Contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii The employee's work authorization has not expired, and
 - iii The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-

9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized US citizen).

- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a US passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 USC § 552a), the Social Security Act (42 USC 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases,

SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

D. RESPONSIBILITIES OF DHS

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

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

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

ARTICLE VI PARTIES

1. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate Agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
2. 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.
3. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
4. 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.
5. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, 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).
6. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that

any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 USC 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

7. The foregoing constitutes the full Agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888464-4218.

Approved by:

E-Verify Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for E-Verify Information relating to your Company:	
Company Name:	
Company Facility Address:	
Company Alternate Address:	

County or Parish:							
Employer Identification Number:							
North American Industry Classification Systems Code:							
Parent Company:							
Number of Employees:							
Number of Sites Verified for:							
<p>Are you verifying for more than one site? If yes, please provide the number of sites verified for in each State:</p> <table border="1"> <thead> <tr> <th>State</th> <th>Number of sites</th> <th>Site(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		State	Number of sites	Site(s)			
State	Number of sites	Site(s)					

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:	
Name:	
Telephone Number:	
Fax Number:	
Email Address:	

Name:	
Telephone Number:	
Fax Number:	
Email Address:	