



PHENIX CITY Alabama

DEPARTMENT OF
ENGINEERING / PUBLIC WORKS

601 12th Street | Phenix City, AL 36867 | Ph: 334-448-2760 | Fx: 334-291-4848 | phenixcityal.us

DR. R. GRIFF GORDY
Mayor Pro Tem / At Large

STEVE BAILEY
Councilmember District 1

EDDIE N. LOWE
Mayor

VICKEY CARTER JOHNSON
Councilmember District 2

ARTHUR L. DAY, JR.
Councilmember District 3

WALLACE B. HUNTER, City Manager
MELONY LEE, City Clerk
ANGEL MOORE, P.E., City Engineer
Director of Engineering / Director of Public Works

BID FORM

THIS IS AN INQUIRY - NOT AN ORDER

Date: July 23, 2021 Bids Close On: August 25, 2021 Time: 10:00 AM EST

Bids to be delivered to: *Finance Department, City of Phenix City, Alabama, 601 12th Street, Second Floor, Phenix City, Alabama 36867*

Please quote us prices on the articles or services listed below. The right is reserved to accept or reject all or any part of your offer, and to accept the offer the City Council considers the most advantageous to the City. Any suggestions as to quantity to secure a better price are welcome.

| Item No. | Quantity | Item | Unit Price | Total |
|----------|----------|-------------------------------|------------|-------|
| | | Please see attached documents | | |

BIDS MUST BE RETURNED IN A SEALED ENVELOPE TO THE ADDRESS ABOVE. MARKED: E21-04 14th Avenue Park Construction

IF YOU MAIL YOUR BID BY FED EX OR AIRBORNE, ETC., PLEASE WRITE ON THE ENVELOPE ALSO: E21-04 14th Avenue Park Construction. NO BIDS WILL BE ACCEPTED AFTER 9:30 AM EST, ON THE BID OPENING DATE. PLEASE NOTE THAT THE TIME IS EASTERN (GEORGIA). BIDS WILL BE OPENED IN THE MARTIN IDLE HOUR PARK COMMUNITY CENTER LOCATED AT 3743 MOON LAKE DRIVE, PHENIX CITY, ALABAMA.

FOR ADDITIONAL INFORMATION, CALL: Engineering Department (334) 448-2760

GENERAL CONDITIONS OF BIDDING - READ CAREFULLY

1. Quote on alternates if unable to furnish items listed. State on face of bid exactly what you are furnishing. (Brand or Manufacturer's Name).
2. Any catalog, or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade.
3. Furnish specifications on all items bid.
4. The City of Phenix City is exempt from all Federal Excise Taxes. DO NOT include tax in your bid price or invoice.
5. PRICE MUST BE ITEMIZED. The City of Phenix City reserves the right to award item or total bid.
6. Due to legal requirements of the City for processing payments, cash discounts should be quoted ten days after end of month, when possible.
7. In the event no bid is to be submitted note same on invitation and return with the general provisions included herein. Also advise whether future invitations for type of supplies or services covered by the inquiry are desired.
8. The successful bidder will be required to have all applicable state and city business licenses.
9. This original request for proposal, along with any attachments, **MUST BE SUBMITTED IN DUPLICATE**.
10. A 5% bid bond or cashier's check must be submitted with all bids



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Alabama

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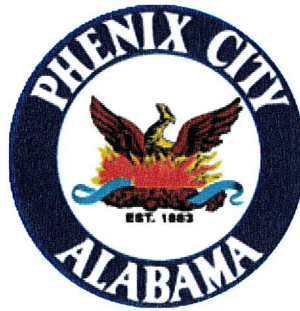
PUBLIC NOTICE

BID NUMBER E21-04 “14th AVENUE PARK CONSTRUCTION” PHENIX CITY, ALABAMA

The City of Phenix City will receive sealed bids at 601 12th St., 2nd floor, for **14th Avenue Park Construction** until 9:30A.M. EST on August 25, 2021 and the official bid opening will be at **10:00 A.M. EST, Wednesday, August 25, 2021** at the Martin-Idle Hour Community Center, 3743 Moon Lake Drive, Phenix City, Alabama. Copies of the bid form can be obtained by requesting bid number E21-04 at the Phenix City Engineering Department, 1206 7th Avenue, Phenix City, Alabama. For additional information contact Angel Moore, City Engineer, at (334) 448-2760.

14th AVENUE PARK CONSTRUCTION
for
THE CITY OF PHENIX CITY

PHENIX CITY PROJECT NO. : 2021.006.001



OWNER:

The City of Phenix City
601 12th Street
Phenix City, Alabama 36867
Phone: (334) 448-2760
Fax: (334) 448-2524
Angel Moore, City Engineer

CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____,
(Day) (Month)
Two Thousand _____, by and between the
(Year written in words)
City of Phenix City, Alabama, party of the first part (hereinafter called the Owner)
and _____ of
(Name of Contractor)
_____, party
(Mailing Address)
of the second part (hereinafter called the Contractor), WITNESSETH:

WHEREAS, the Owner desires the construction of a walking trail, basketball court, parking lots, park benches and playground associated with 14th Avenue Park (hereinafter called the Project) and the Contractor desires to furnish and deliver all the material and to do and perform all the work and labor for the said Project;

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and the sum of one dollar (\$1.00) by each of the parties to the other in hand paid, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The Contractor promises and agrees to furnish and deliver all the material and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the construction of the Project in the City of Phenix City, Russell County, Alabama, in strict and entire conformity with the provisions of the Contract, and Specifications including Plan Drawing prepared by (or for) the Owner, the originals of which are on file with the Owner, and which said Drawings and Specifications and are hereby made a part of this Agreement as fully and to the same effect as if the same had been set forth at length in the body of this Agreement.

2. The Owner agrees and promises to pay to the Contractor for said Work, when completed in accordance with the Provisions of this Contract, the price as set forth in

the said Proposal, amounting to _____
(Amount written in words)

_____ Dollars (\$ _____),
(Amount in numerals)

payments to be made as provided in said Specifications upon presentation of the proper certificates of the Owner and upon the terms set forth in the said Specifications and pursuant to the terms of this Contract.

3. The said work shall be done in accordance with the laws of the State of Alabama under the direct supervision, and to the entire satisfaction of the Owner.

4. The decision of the Owner upon any question connected with the execution of this Agreement or any failure or delay in the prosecution of the Work by the said Contractor shall be final and conclusive.

IN WITNESS WHEREOF, THE CITY OF PHENIX CITY, ALABAMA has caused these presents to be executed by its MAYOR and CITY MANAGER and _____

(Name of Contractor)

_____, the Contractor, has hereto set his hand and seal this the day and year above written.

ATTEST:

CITY OF PHENIX CITY, ALABAMA,

City Clerk

Mayor

City Manager

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

ALABAMA CONTRACTOR'S LICENSE NUMBER: _____

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

By: (X) _____
Contractor's Signature

(X) _____
Witness

(Print Name)

(Print Name)

Title

Title

BOND

FOR PERFORMANCE OF THE WORK

STATE OF ALABAMA,
RUSSELL COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF PHENIX CITY, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$ _____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of a walking trail, basketball court, parking lots, park benches and playground associated with 14th Avenue Park in the City of Phenix City, Russell County, Alabama, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall faithfully and promptly perform said Contract and all the conditions and requirements thereof, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, that upon the failure, in any respect, of the said Principal to promptly and efficiently prosecute said work in accordance with the Contract, the above bound Surety shall, at its own expense, take charge of said work and complete the Contract, pursuant to the terms of the Contract, receiving, however, any balance of the funds in the hands of said Obligee due under said Contract. Said Surety may, if it so elects, by written direction given to the Obligee authorize the Obligee to advertise for bids to complete the said Contract at the expense of said Surety, and such Surety hereby agrees and binds itself to pay the expense of the completion of such work, less any funds in the hands of the Obligee remaining, under said Contract, to be due to said Principal.

In the event said Principal shall fail or delay the prosecution and completion of said work and said Surety shall also fail to act promptly as hereinbefore provided, then said Obligee may cause ten days notice of such failure to be given, either to said Principal or Surety, and at the expiration of said ten days, if said Principal or Surety do not proceed promptly to execute said contract, the Obligee shall have the authority to cause said work to be done, and when the same is completed and the cost thereof estimated, the said Principal and Surety shall and hereby agree to pay any excess in the cost of said work above the agreed price to be paid under said Contract.

PERFORMANCE BOND
14th Avenue Park Construction

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

The said Principal and Surety further agree as part of this obligation to pay all such damages of any kind to person or property that may result from a failure in any respect to perform and complete said Contract.

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Payment of Labor and/or Materials executed under the provisions of Section 39- 1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

| | |
|-----------------------------------------|----------------------|
| By: (X) _____ Contractor's Signature | (X) _____ Witness |
| _____ | _____ |
| Title/Address | Title |
| By: (X) _____ Contractor's Signature | (X) _____ Witness |
| _____ | _____ |
| Title/Address | Title |
| By: (X) _____ Contractor's Signature | (X) _____ Witness |
| _____ | _____ |
| Title/Address | Title |

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT

Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete
address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

BOND
FOR PAYMENT OF
LABOR AND MATERIALS

STATE OF ALABAMA,
RUSSELL COUNTY.

KNOW ALL MEN BY THESE PRESENTS: That _____

_____, as Principal, and,

_____, as Surety,

are held and firmly bound unto the CITY OF PHENIX CITY, ALABAMA, as Obligee, in the penal sum of

_____ Dollars

(\$_____), for the payment of which well and truly to be made, we hereby bind ourselves, our heirs,

executors, administrators, successors and assigns.

PROVIDED, HOWEVER, that the condition of this obligation is such that whereas the above bound Principal has this day entered into a Contract with the said Obligee, for the construction of a walking trail, basketball court, parking lots, park benches and playground associated with 14th Avenue Park in the City of Phenix City, Russell County, Alabama, a copy of which said Contract is hereto attached.

NOW, THEREFORE, In the event the said Principal as such Contractor shall promptly make payment to all persons supplying him with labor and/or material for or in the prosecution of the work provided for in said Contract, then this obligation shall be null and void and of no effect, otherwise to remain and be in full force and effect.

PROVIDED, further, in the event that the said Principal as such Contractor shall fail to make prompt payment to all persons supplying him with labor and/or material for or in the prosecution of the work provided for in such Contract, the above bound Surety shall be liable for the payment of such labor and/or material and for the payment of reasonable attorney's fees incurred by successful claimants or plaintiffs in suits on said bond as provided in Section 39-1-1, Code of Alabama 1975, as amended.

PROVIDED, further, that said Contractor and Surety hereby agree and bind themselves to the mode of service described in Section 39-1-1, Code of Alabama 1975, as amended, and consent that such service shall be the same as personal service on said Contractor or Surety.

Upon the completion of said Contract pursuant to its terms, if any funds remain due on said Contract, the same shall be paid to said Principal or Surety.

LABOR & MATERIALS BOND
14th Avenue Park Construction

The decision of said Obligee's designated representative upon any question connected with the execution of said Contract, or any failure or delay in the prosecution of the work by said Principal or Surety, shall be final and conclusive.

The Proposal, Specifications and the Contract hereinbefore referred to, and the Bond for the Performance Of The Work executed under the provisions of Section 39-1-1, Code of Alabama 1975, as amended, are made a part of this obligation, and this instrument is to be construed in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this the _____ day of _____, 20_____, pursuant to the authority of the governing body of each of our respective parties.

NAME OF CONTRACTOR: _____
(Individual, Partnership, Corporation, or Joint Venture)

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

By: (X) _____ (X) _____
Contractor's Signature Witness

Title/Address Title

NAME OF SURETY

BY: _____
ATTORNEY-IN-FACT
Countersigned by Alabama Licensed Insurance
Producer for Surety, if applicable:

Producer's Name License No.

Address

NOTICE TO INSURANCE PRODUCER:
Please print or write legibly your name and complete
address below including
PRODUCER'S COMPANY

PRODUCER'S COMPANY

NOTE: BIDS WILL NOT BE CONSIDERED UNLESS THIS FORM FOR BID BOND IS USED AND SIGNED BY PRINCIPAL AND SURETY, OR UNLESS A CASHIER'S CHECK (DRAWN ON AN ALABAMA BANK) IN THE PROPER AMOUNT IS FURNISHED.

FORM OF
BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That the contractor, as Principal, and _____
(Name of Surety)

_____, as Surety, are held and firmly
bound unto

CITY OF PHENIX CITY, ALABAMA

as Obligee in the full and just sum of five percent (5%) of amount bid (Maximum amount - \$50,000.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for the 14th Avenue Park Construction project, located in the City of Phenix City, Russell County, State of Alabama. The condition of this obligation is such that:

If the aforesaid Principal shall be awarded the contract and said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the contract as awarded and the amount of the proposal of the next lowest acceptable bidder, but not to exceed the total amount of the proposal guaranty. If no other bids are received, the full amount of the proposal guaranty shall be retained and/or recovered as liquidated damages for such default.

Witness our hands and seals this _____ day of _____, 20____.
(Day) (Month) (Year)

SIGNATURE OF INDIVIDUAL BIDDER: (USE ONLY WHERE BIDDER IS AN INDIVIDUAL)

_____, Doing Business As, _____
(Name of Individual) (Business Name)
Business Mailing Address: _____
(Mailing Address)

NAME OF CORPORATION, PARTNERSHIP, OR JOINT VENTURE:

(Name of Partnership, Joint Venture or Corporation*) - (If Two Corporations**)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

Business Mailing Address: _____ BY: _____ (L.S.)
(Address) (Signature and Position or Title of Officer Authorized to Sign Bids and Contracts for the Firm)

*(Corporate Seal) Name of State under the laws of which
Attest: _____ the Corporation was chartered:
(Secretary) (State)

** (Corporate Seal) Name of State under the laws of which
Attest: _____ the Corporation was chartered:
(Secretary) (State)

SURETY: _____
(Name of Surety)

BY (AGENT): _____
(Attorney in Fact)

AGENT'S ADDRESS: _____
(Mailing Address)

NOTICE: VALID POWER OF ATTORNEY
MUST BE ATTACHED.

PROPOSAL FORM

DATE: _____

TIME: _____

PROPOSAL OF _____
(Name of Bidder)

LICENSE No. _____ OF _____
(Required to Bid) (Address)

Gentlemen:

I have received the plans and specifications titled: "14th Avenue Park Construction", for The City of Phenix City, Phenix City, Alabama (dated _____). I have also received Addenda Nos. _____, and have included their provisions in my proposal. I have examined the site and submit the following proposal:

1. In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.
2. To accept the provisions of the General Specifications regarding the disposition of Bid Security.
3. To enter into and execute a contract, if awarded, on the basis of this Proposal and to furnish Guaranty Bonds in accordance with the General Specifications of the Contract within ten (10) days of acceptance of this proposal.
4. The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within twenty one (21) days of a date to be specified in a written order of the City Engineer and to complete fully all work in accordance with the specifications within _____ calendar days from a written "Notice To Proceed".

I will construct this project for the lump sum price of:

_____ dollars (\$ _____).

I have attached the required Bid Security to this Proposal.

SIGNED _____

TITLE _____

DATE _____



DR. R. GRIFF GORDY
Mayor Pro Tem / At Large

STEVE BAILEY
Councilmember District 1

EDDIE N. LOWE
Mayor

VICKEY CARTER JOHNSON
Councilmember District 2

ARTHUR L. DAY, JR.
Councilmember District 3

WALLACE B. HUNTER, City Manager
MELONY LEE, City Clerk
ANGEL MOORE, P.E., City Engineer
Director of Engineering / Director of Public Works

To whom it may concern:

Notice is hereby given that the City of Phenix City, Alabama will receive sealed bids for **“Bid Number E21--04. 14th Avenue Park Construction”** until 09:30 A.M. E.S.T. on August 25, 2021. The official bid opening will be at 10:00 A.M. E.S.T in the Martin Idle Hour Park Community Center, 3743 Moon Lake Drive, Phenix City Alabama 36867. The bid package can be arranged for pickup at the Phenix City Engineering Department located at 1206 7th Avenue by calling (334) 468-2760. The following specifications shall apply:

GENERAL SPECIFICATIONS

All bids must be submitted on the attached bid form and sealed in an envelope with the words **“Bid Number E21--04 “ 14th Avenue Park Construction”** clearly marked on the outside of the envelope. Bids should be mailed or hand delivered to the City of Phenix City Finance Department, Attn: Purchasing Agent, 601 12th St., 2nd Floor, Phenix City, Alabama 36867. Mailed bids shall arrive one (1) day before the official bid opening.

1. The bidder shall furnish all equipment, materials and labor for the implementation of this bid. The total cost will be a lump sum. See Attachment “A” for Scope of Work, Specifications and Notes for construction.
2. Contractor must have the necessary equipment and personnel to perform the required work.
3. Any questions concerning this bid or specifications should be directed to Angel Moore, City Engineer at (334) 448-2760
4. This project shall be completed within 90 days.
5. All work performed for the City of Phenix City will be done so within the Corporate Limits of Phenix City, Alabama.
6. Bidders shall carefully examine the documents and obtain first-hand knowledge of existing conditions. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.
7. The award will be to the lowest responsible bidder meeting specifications. The City of Phenix City reserves the right to reject any and all bids. Quality, conformity to specifications, past service, experience of bidders, and a diligence to begin and perform work in a timely manner will be considered.



8. A bid bond (or certified check) in the amount of five percent (5%) of the total bid, with a maximum amount of \$50,000, must accompany the submitted bid. Failure to furnish bid bond will cause bid to be rejected.
9. If bid is awarded, the Contractor will be required to obtain a Phenix City Business License.
10. Performance and Payment bonds will be required by the successful bidding Contractor in the full amount of the contract sum. Failure to furnish performance bonds will cause the bid to be rejected.
11. Work shall begin within twenty one (21) days after a Notice to Proceed is issued.
12. The City Engineering Department shall be notified no later than 48 hours prior to beginning work and 24 hours prior to resuming work when suspended more than 48 hours. Failure to notify may result in work being rejected.
13. The bidder shall indemnify and hold harmless the City of Phenix City, its agents and employees from all claims and suits relating to damages or injuries sustained by any persons or property as a result of the work to be performed. The bidder is responsible for conforming to all applicable laws and ordinances and obtaining any necessary license and permits.
14. Except otherwise provided in this Agreement, any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to informal mediation between the parties, which will be non-binding to resolve any dispute. If said matter cannot be resolved through informal mediation, then in that event, either party in this agreement can request formal non-binding mediation. If the parties do not resolve a dispute through mediation, the method of binding dispute resolution should be the following: Litigation in a court of competent jurisdiction in Russell County, Alabama or in the United States District Court for the Middle District of Alabama. Dispute shall be interpreted by laws of the State of Alabama.
15. Contractor will be responsible for all traffic control related to the project. Traffic control devices shall conform to the Manual on Uniform Traffic Control Devices, Millennium Edition and shall be furnished and installed by the bidder.
16. Pay estimates shall be submitted monthly with a list of work completed. Payment will be made within thirty (30) days.
17. Any exceptions and/or substitutions to the specifications and/or items of work should be listed in a detailed description on a separate sheet attached to the bid.
18. A copy of the Alabama contractor's license shall be submitted with the bid.



- 19. Proof of Liability Insurance and Workman's Compensation Insurance shall be submitted before any work is started. The General Liability Insurance shall be a minimum of \$500,000.00.
- 20. Contractor shall comply with E-Verify as mandated by the State of Alabama.
- 21. No errors shall be corrected after the bids are opened.

Signed: _____, this _____ day of _____ 20__

Angel Moore, P.E.
City Engineer

Cc: Melony Lee, City Clerk
File

Attachment "A"

SCOPE OF WORK:

The construction work includes the following:

1. 2,085 l.f. +/- graded aggregate base walking trail
2. (2) Asphalt parking lots with access drives.
3. (1) Concrete basketball court
4. (1) 32 l.f. Class III 18" Reinforced Concrete Pipe (RCP)
5. (2) Runs of concrete sidewalk
6. (6) concrete bench pads
7. Grade playground area
8. Removal of 410+/- square yards of concrete

SPECIFICATIONS FOR CONSTRUCTION:

1. Walking trail to be 6 feet wide and constructed by excavating to a depth of 6 inches with the removal of roots, large rocks and other undesirable debris, back filled with 8 inches of ALDOT 825B, leveled and compacted. Compaction will be checked periodically by the City Engineering Department. Any side spillover of GAB beyond the 6 feet should be kept to a minimum. Trees or bushes within 3 feet either side of the trail shall be removed and disturbed ground dressed and stabilized with a summer mix.
2. Asphalt parking and driveway shall be excavated to a depth of 6 inches with the removal of roots, large rocks and other undesirable debris. Backfill with ALDOT 825B leveled and compacted to 98% SPD. If compaction tests are required they shall be performed by a geotechnical engineer licensed to practice in the State of Alabama. Parking lots and driveway to be topped with 2 inches of ALDOT 424 Superpave Bituminous Concrete, ½" Max. Aggregate, ESAL Range A/B Hot Mix.
3. Driveway aprons to be dimensioned per City Commercial Driveway Specifications.
4. Wheel stops measuring 6 feet long x 5 inches h x 8 inches w placed in each parking bay.
5. Basketball court to be constructed per Attachment "B" and details as shown on the plan view.
6. Install RCP per plan view.
7. Install 90 l.f. of 5 feet w x 4 inches h 3,000 psi concrete sidewalk w/ light broom finish.
8. Install (6) 7 feet long x 5 feet w x 4 inches h 3,000 psi concrete park bench pads w/ light broom finish.
9. Strip and grade level 80 feet x 35 feet playground area as shown on plan view.



Attachment "B"

SPECIFICATIONS FOR BASKETBALL COURT:

1. The contractor must provide such information to show the necessary level of project construction experience to perform the required scope of work.
2. Contractor will be responsible for providing all materials and performing all work necessary to provide the owner with a completely operational and playable basketball court to include the following:
 - Undercut to a depth of 4 inches 1 foot outside court footprint and remove roots, large rocks and other undesirable debris.
 - Backfill with 4 inches ALDOT 825B and compact to 98% SPD then place an additional 2 inches and compact to 98% SPD for a total of 6 inches.
 - Place a minimum of 1-1/2 inches of (HMA) ALDOT 424 Superpave Bituminous Concrete, 3/8 inch Max. Aggregate, ESAL Range A/B at a 1% slope along the length of the court. Assure that no thickness of less than 1-1/4 inches compacted thickness is placed. HMA should arrive onsite at a temperature between 270 to 300 degrees Fahrenheit.
 - The entire court surface shall be placed within the same day with no large time gaps and with a seam or cold joint if necessary, mid court. It is imperative that the finished surface be free of any foreign material, have no deviations greater than 1/4 inch +/- when measured with a 10 foot straight edge and shall have no bird baths deeper than 1/16 inch or segregation.
 - Court will be thoroughly cleaned and finished with one coat of black and three coats of dark blue and light green Plexipave acrylic resurfacer and striped with white Plexipave acrylic line paint both "or equal" and per manufactures specifications.
 - Contractor to set basketball goals provided by the City.

Notes:

The City's Engineering Department will provide staking and grading as needed.

All debris shall be sorted and placed in a predetermined location for removal by the City's Public Works Department. The Contractor will be responsible for the disposal of concrete.

Parking lots, sidewalks and walking trail shall meet ADA Standards.



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 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, “Employment Eligibility Verification” and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives’ contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee’s E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.

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

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

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

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

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

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

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

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

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

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

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

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

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

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

- a. Automated verification checks on alien employees by electronic means, and
- 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 Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

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

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

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

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

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

B. REFERRAL TO DHS

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

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

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

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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

- a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

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

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

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

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

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

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

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

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

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

Employer.

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

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: | | | | | | | | | | | | | | | | |
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| 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> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | | State | Number of sites | Site(s) | | | | | | | | | | | | |
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| Information relating to the Program Administrator(s) for your Company on policy questions or operational problems: | |
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |

| | |
|-------------------|--|
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |