



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**North Canal Blvd/Martin Luther King Water Tower Painting Project**  
City of Thibodaux

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

02-May-2023 08:56:25 AM

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** CITY OF THIBODAUX WATER PLANT  
310 W 2<sup>nd</sup> STREET  
THIBODAUX, LA 70301

**BID FOR:** NORTH CANAL STREET / MARTIN  
LUTHER KING WATER TOWER  
PAINTING

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: PROCESS AND CONTROLS ENGINEERING, LLC and dated: February 2023.

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to each of the addenda that the Bidder is acknowledging) #1, dated 4/27/2023.

**TOTAL BASE BID:** For all work required by the Bidding Documents (including any and all unit prices designated "Base Bid" \* but not alternates) the sum of:

Nine Hundred Eighty-Nine Thousand, Nine Hundred Fifty Dollars and NO/100 Dollars (\$ 989,950.00 )

**ALTERNATES:** For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

**Alternate No. 1** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

**Alternate No. 2** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

**Alternate No. 3** (Owner to provide description of alternate and state whether add or deduct) for the lump sum of:

NOT APPLICABLE Dollars (\$ NOT APPLICABLE )

**NAME OF BIDDER:** Classic Protective Coatings, Inc.

**ADDRESS OF BIDDER:** N7670 State Road 25  
Menomonie, WI 54751

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** 70513

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** Michael Burke

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** Chief of Operations

**SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER \*\*:** Michaela Burke

**DATE:** 5-2-23

**THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:**

\* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

\*\* **A CORPORATION RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218(A) is attached to and made a part of this bid.

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**  
**UNIT PRICE FORM (BASE BID)**

**TO:** CITY OF THIBODAUX WATER PLANT  
 310 W 2<sup>nd</sup> STREET  
 THIBODAUX, LA 70301

**BID FOR:** NORTH CANAL STREET TOWER PAINTING

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Mobilization / Demobilization	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
01 71 13 - 1	1	Lump	15,000	15,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Preparation and Painting of Elevated Tank Exterior	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 1	1	Lump	47,600	47,600.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Painting Logo on Elevated Tank Exterior	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 2	1	Lump	8,000	8,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Preparation and Painting of Elevated Tank Interior – Wet Areas	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 3	1	Lump	120,000	120,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Preparation and Painting of Elevated Tank Interior – Dry Areas	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 4	1	Lump	52,000	52,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Elevated Tank Interior Disinfection	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 5	1	Lump	2,000	2,000.00

City of Thibodaux  
 North Canal Street/Martin Luther King Water Tower Painting

**TO:** CITY OF THIBODAUX WATER PLANT  
 310 W 2<sup>nd</sup> STREET  
 THIBODAUX, LA 70301

**BID FOR:** MARTIN LUTHER KING TOWER PAINTING

**UNIT PRICES:** This form shall be used for any and all work required by the Bidding Documents and described as unit prices. Amounts shall be stated in figures and only in figures.

DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Mobilization / Demobilization	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
01 71 13 - 2	1	Lump	15,000	15,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Preparation and Painting of Elevated Tank Exterior	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 6	1	Lump	525,000	525,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Painting Logo on Elevated Tank Exterior	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 7	1	Lump	6,000	6,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Preparation and Painting of Elevated Tank Interior – Wet Areas	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 8	1	Lump	171,350	171,350.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Elevated Tank Interior Disinfection	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
09 90 00 - 9	1	Lump	3,000	3,000.00
DESCRIPTION:	<input checked="" type="checkbox"/> Base Bid or <input type="checkbox"/> Alt.# ____		Water Tank Overflow Piping, Valves, Bracing	
REF. NO.	QUANTITY:	UNIT OF MEASURE:	UNIT PRICE	UNIT PRICE EXTENSION ( <i>Quantity times Unit Price</i> )
33 11 00 - 1	1	Lump	25,000	25,000.00

**BID BOND**

FOR

**NORTH CANAL STREET/MARTIN LUTHER KING WATER TOWER PAINTING  
AT  
CITY OF THIBODAUX**

Date: April 27, 2023

KNOW ALL MEN BY THESE PRESENTS:

That Classic Protective Coatings Inc. of Menomonie, WI, as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Thibodaux, LA (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

North Canal Street - Martin Luther King Water Tower Painting Project

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

Classic Protective Coatings Inc.

PRINCIPAL (BIDDER)

*Michael Burke*

AUTHORIZED  
OFFICER-OWNER-PARTNER

Michael Burke, Chief Operations Officer

Western Surety Company

SURETY

BY: *Stephen M Klein*  
AGENT OR ATTORNEY-IN-FACT  
(SEAL)

Stephen M Klein, Attorney-in-Fact



**INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT**

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the person \_\_\_\_\_ described in and who executed the forgoing bond, and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ executed the same as \_\_\_\_\_ free act and deed.

\_\_\_\_\_  
Notary Public

**CORPORATION ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF DUNN

On this 2nd day of MAY, 2023, before me personally came Michael Burke to me known, who being by me duly sworn, did depose and say; that he is the Chief Operations Officer of Classic Protective Coatings, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

*[Handwritten Signature]*



**SURETY ACKNOWLEDGMENT**

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 27th day of April, 2023, before me appeared STEPHEN M. KLEIN to me personally known, who, being duly sworn, did say that he is the Attorney-in-Fact of Western Surety Company of Sioux Falls, SD

that the seal affixed to the foregoing instrument is the corporation seal of said corporation; that the said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

*[Handwritten Signature]* Notary Public



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Wendy M Schmid, Sheryl L Cohen, Jill M Lowder, John C Klein, Lynn Dvergsten, Stephen M Klein, Kristin M Bakos, Emily Tschimperle, DeeAnn Briegel, Christine Scott, Rita Carlson, Karla Deutsch-Hunt, Tracy Chehoski, Thomas Towner, Kerri Hatton-Rudnik, Michael Zahn, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of April, 2022.

WESTERN SURETY COMPANY

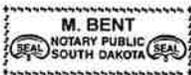


*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 10th day of April, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of April, 2023



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

## Affidavit of Non Collusion

Wisconsin

STATE OF LOUISIANA

PARISH OF Dunn

PROJECT NAME: North Canal Street / Martin Luther King Water Tower Painting

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Michael Burke, representing Classic Protective Coatings, Inc. who, being by me first duly sworn, deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

**PART I**  
**SECTION 2224 OF PART II OF CHAPTER 10 OF TITLE 38 OF THE**  
**LOUISIANA REVISED STATUTES OF 1950 AS AMENDED**

- (1) That affiant employed no person, corporation, firm, association or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the contract price received by the affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building were in the regular course of their duties for affiant.

**PART II**

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and particularly Section 2224 of said Title 38, as amended.

NAME: Michael Burke

SIGNATURE: *Michaela Burke*

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31 DAY OF March, 202<sup>3</sup>.

*Brittany Dittman*  
Notary Public



**Affidavit**  
**LA. R.S. 38:2212:10 Verification of Employees**

Wisconsin  
STATE OF LOUISIANA

PARISH OF Dunn

**BEFORE ME**, the undersigned authority, personally came and appeared, Michael Burke, who after being by me duly sworn deposed and said that he/she is the fully authorized Chief of Operations of Classic Protective Coatings, Inc. (hereinafter referred to as the Submitting Entity), a party that may submit a statement of qualifications to be opened on 4-3-23 by the **City of Thibodaux** for the **North Canal Street/Martin Luther King Water Tower Painting** Project, and said affiant further said and attested:

- A. That the Submitting Entity is registered and participates in a status verification system (E-Verify) to verify that all of its employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- B. That the Submitting Entity's E-Verify Company ID Number is 309468.
- C. If awarded the contract, the Submitting Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- D. If awarded the contract, the Submitting Entity shall require all subcontractors to submit to it a sworn affidavit verifying compliance with Paragraphs (A) and (C) above (LA. R.S. 38:2210).

NAME: Michael Burke

SIGNATURE: *Michaela Burke*

SUBMITTING ENTITY: Classic Protective Coatings, Inc.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31 DAY OF March

*Brittany Dittman*  
Notary Public



**City of Thibodaux**  
**North Canal Street/Martin Luther King Water Tower Painting**

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North Canal Street/Martin Luther King Water Tower Painting at City of Thibodaux

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**Name of Project**

CT-23-4000

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**Project No.**

4-3-23

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**Date of Bid**

**Attestation Clause Required By**  
**LA. R.S. 38:2227 (Past Criminal Convictions of Bidders)**

Appearer, as a Bidder on the above-entitled Public Works Project, does hereby attest that:

- A. No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes of equivalent federal crimes:
- (a) Public Bribery (R.S. 14:118)
  - (b) Corrupt Influencing (R.S. 14:120)
  - (c) Extortion (R.S. 14:66)
  - (d) Money Laundering (R.S. 14:23)
- B. Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes of equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
- (a) Theft (R.S. 14:67)
  - (b) Identity Theft (R.S. 14:67.16)
  - (c) Theft of a Business Record (R.S. 14:67.20)
  - (d) False Accounting (R.S. 14:70)
  - (e) Issuing Worthless Checks (R.S. 14:71)
  - (f) Bank Fraud (R.S. 14:71.1)
  - (g) Forgery (R.S. 14:72)
  - (h) Contractors; Misapplication of Payments (R.S. 14:202)
  - (i) Malfeasance in Office (R.S. 14:134)

Classic Protective Coatings, Inc.

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**NAME OF BIDDER**

3-31-23

---

**DATE**

Michael Burke

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**NAME OF AUTHORIZED SIGNATORY OF  
BIDDER**

Chief of Operations

---

**TITLE OF AUTHORIZED SIGNATORY OF  
BIDDER**

*Michaela Burke*

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**SIGNATURE OF AUTHORIZED  
SIGNATORY OF BIDDER**

**From:** [Michael Burke](#)  
**To:** [Brittany Dittman](#)  
**Subject:** FW: Question from Michael Burke  
**Date:** Wednesday, October 19, 2022 6:51:18 AM  
**Attachments:** [image001.png](#)

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Use now and keep for later!

Michael A Burke  
Chief Operations Officer  
Classic Protective Coatings  
N.A.C.E. Certified level 3  
Coatings Inspector #5103  
Cell 715-308-7040  
Fax: 715-233-6268  
[www.classicprotectivecoatings.com](http://www.classicprotectivecoatings.com)

*Proud Winner of Tnemec 2019 Tank of the Year & 2019 Tnemec People's Choice Award  
2019 Texas Mutual Platinum Safety Partner Award Winner*



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**From:** Brent Templet <BTemplet@lslbc.louisiana.gov>  
**Sent:** Wednesday, October 19, 2022 6:45 AM  
**To:** Michael Burke <Michael@classicprotectivecoatings.com>  
**Subject:** RE: Question from Michael Burke

Michael,

While it is not specifically listed as a subclass of Building Construction, it is longstanding Board rule that Building Construction may perform any work on any type of tower. With Building Construction, a contractor may construct, repair or do maintenance to a water tower. A contractor with Building Construction may also paint a water tower. Anything a contractor may build, they can paint.

<b>Email</b>
<a href="mailto:michael@classicprotectivecoatings.com">michael@classicprotectivecoatings.com</a>
<b>Name</b>
Michael Burke
<b>License Number (if available)</b>
70513
<b>Business Name (if available)</b>
Classic Protective Coatings

**Phone**

(171) 530-8704

**What is the subject of your question**

Compliance/Complaints

**Your Question**

good afternoon , my question is a simple one i think but i have an engineer who wants this from you all , my question:

1. Can a commercial building construction license perform painting and repair work on water towers and tanks or do we need additional, specialty, licenses?

**CONFIDENTIALITY MESSAGE  
PRIVILEGED COMMUNICATION**

This e-mail may contain **PRIVILEGED** and **CONFIDENTIAL** information intended for the use of the specific individual or entity named above. If you or your employer are not the intended recipient of this e-mail or an employee or agent delivering it to the intended recipient, you are hereby notified that any unauthorized dissemination or copying of this e-mail is strictly prohibited. If you received this transmission in error, please notify the Louisiana State Licensing Board for Contractors at 225-765-2301 or by return e-mail, and immediately delete the message.

# State of Louisiana



## State Licensing Board for Contractors

This is to Certify that:

CLASSIC PROTECTIVE COATINGS, INC.  
N7670 State Road 25  
Menomone, WI 54751

is duly licensed and entitled to practice the following classifications

BUILDING CONSTRUCTION



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 15th day of September 2021

*Will B. May Jr.*  
Director

*Lee Malott*  
Chairman

*Andy Murre*  
Treasurer

Expiration Date: September 14, 2024

License No: 70513

This License Is Not Transferrable



**R. Kyle Ardoin**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*

The Certificate of Authority of

**CLASSIC PROTECTIVE COATINGS, INC.**

to transact business in the State of Louisiana was revoked on September 18, 2018,  
pursuant to R.S. 12:313A(1).

I further certify that the revocation was suspended on August 11, 2020 and the  
Certificate of Authority to transact business in the State of Louisiana is reinstated.

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,

August 11, 2020

*Secretary of State*

WEB 36212867F



Certificate ID: 11255048#PVM73

To validate this certificate, visit the following web site,  
go to **Business Services, Search for Louisiana  
Business Filings, Validate a Certificate**, then follow  
the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)



State of Wisconsin Bid Law

(1m) Method of bidding.

(a) Except when necessary to secure federal aid, whenever a political subdivision lets a public contract by bidding, the political subdivision shall comply with all of the following:

1. The bidding shall be on the basis of sealed competitive bids.
2. The contract shall be awarded to the lowest responsible bidder.

(b) Except when necessary to secure federal aid, a political subdivision may not use a bidding method that gives preference based on the geographic location of the bidder or that uses criteria other than the lowest responsible bidder in awarding a contract.

Ray Witke- President

A handwritten signature in black ink that reads "Ray Witke".



**N7670 State Road 25 | Menomonie, WI 54751**  
**Telephone 715-233-6267 | Fax 715-233-6268**  
**[www.classicprotectivecoatings.com](http://www.classicprotectivecoatings.com)**



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

January 20, 2021

CLASSIC PROTECTIVE COATINGS, INC.  
N 7670 STATE HWY 25  
MENOMONIE, WI 54751-5928 US

Re: Document Number P00000079477

The Articles of Amendment to the Articles of Incorporation for CLASSIC PROTECTIVE COATINGS, INC., a Florida corporation, were filed on January 8, 2021.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Yasemin Y Sulker  
Regulatory Specialist III  
Division of Corporations

Letter Number: 921A00001285

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

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

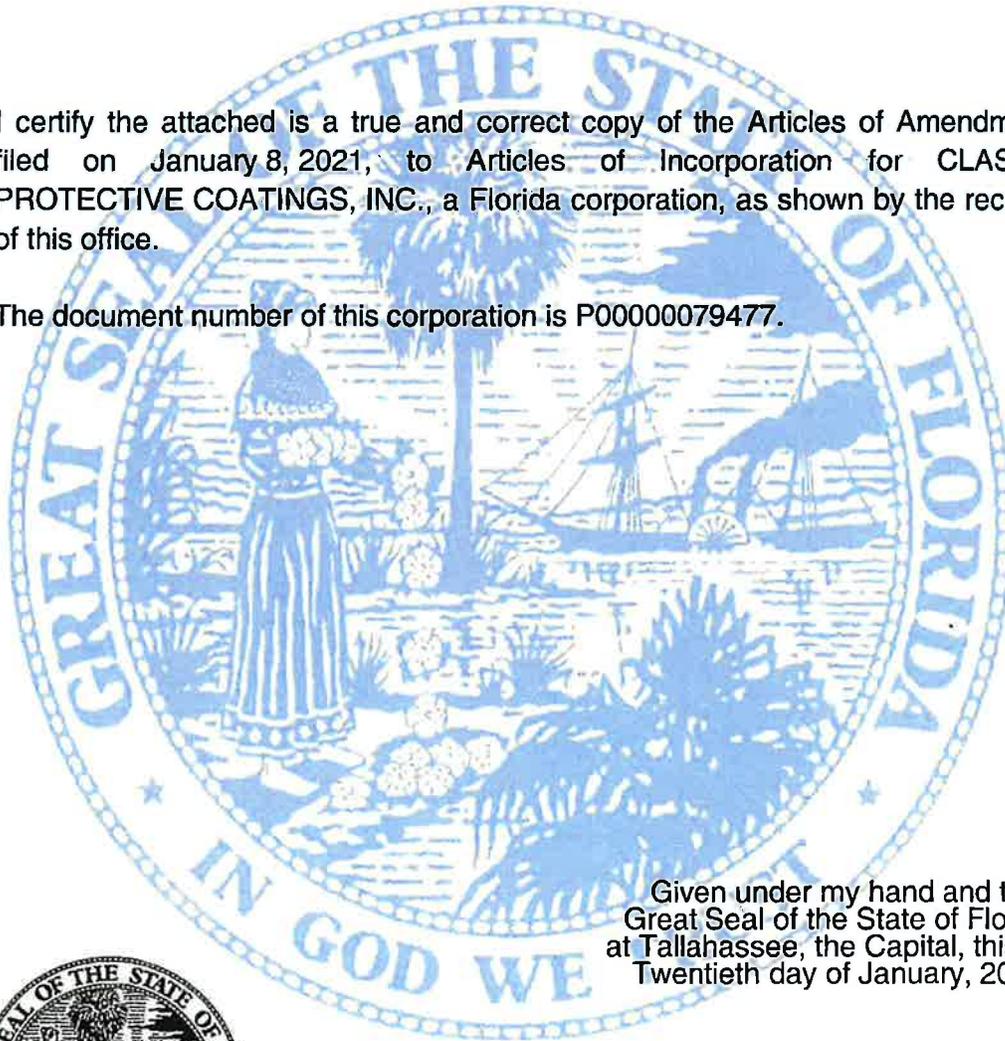
# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on January 8, 2021, to Articles of Incorporation for CLASSIC PROTECTIVE COATINGS, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is P00000079477.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twentieth day of January, 2021



*Laurel M. Lee*

Laurel M. Lee

Secretary of State

Articles of Amendment  
to  
Articles of Incorporation  
of

Classic Protective Coatings, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

**A. If amending name, enter the new name of the corporation:**

\_\_\_\_\_ *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**  
(Principal office address MUST BE A STREET ADDRESS)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Enter new mailing address, if applicable:**  
(Mailing address MAY BE A POST OFFICE BOX)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent \_\_\_\_\_  
\_\_\_\_\_  
(Florida street address)

New Registered Office Address: \_\_\_\_\_, Florida \_\_\_\_\_  
(City) (Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

**Check if applicable**

The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (e), F.S.



**E. If amending or adding additional Articles, enter change(s) here:**

*(Attach additional sheets, if necessary). (Be specific)*

It shall be duly noted that the position of COO (Chief Operations Officer) has the authority to sign contracts and enter into legal binding agreements on behalf of Classic Protective Coatings, Inc.

**F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:**

*(if not applicable, indicate N/A)*

N/A

The date of each amendment(s) adoption: October 30, 2020, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

The amendment(s) was/were adopted by the incorporators, or board of directors without shareholder action and shareholder action was not required.

The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

The amendment(s) was/were approved by the shareholders through voting groups. The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient for approval  
by \_\_\_\_\_."  
(voting group)

Dated 01-05-2021

Signature Ray Witke  
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ray Witke  
(Typed or printed name of person signing)

President  
(Title of person signing)

**ARTICLES OF INCORPORATION  
OF  
CLASSIC PROTECTIVE COATINGS, INC.**

THE UNDERSIGNED subscriber to these Articles of Incorporation, a natural person competent to contract, hereby forms a Corporation under the Laws of the State of Florida, specifically Chapter 607, F.S.

**ARTICLE I. NAME**

The name of the corporation shall be:

Classic Protective Coatings

**ARTICLE II. PRINCIPAL OFFICE**

The principal place of business of this Corporation shall be:

3336 Ridge Rd.

Wimauma, FL 33598-7218

**ARTICLE III. SHARES**

The maximum number of shares of stock that this Corporation is authorized to have outstanding at any one time is **1,000** shares of common stock having a par value of **\$1.00** per share.

**ARTICLE IV. INITIAL REGISTERED AGENT AND STREET ADDRESS**

The name of the initial Registered Agent of the Corporation shall be Ray L. Witke, and the street address for the Registered Agent of the Corporation shall be 3336 Ridge Rd., Wimauma, FL 33598-7218.

**ARTICLE V. INCORPORATORS**

The name and addresses of the Incorporators to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>	<u>SHARES OF COMMON</u>	<u>CONSIDERATION</u>
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00 AUG 19 AM 9:28  
FILED  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

	<u>STOCK ISSUED</u>	
Ray L. Witke, 3336 Ridge Rd., Wimauma, FL 33598-7218	100	\$100.00

**ARTICLE VI. OFFICERS**

The names and addresses of the initial officers of the Corporation who shall hold office for the first year of the Corporation, or until their successors are elected or appointed, are:

<u>OFFICE</u>	<u>OFFICER</u>	<u>ADDRESS</u>
President	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218
Secretary	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218
Treasurer	Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218

**ARTICLE VII. DIRECTORS**

This Corporation shall have one director initially. The names and addresses of the initial members of the Board of Directors are:

<u>DIRECTOR</u>	<u>ADDRESS</u>
Ray L. Witke,	3336 Ridge Rd., Wimauma, FL 33598-7218

**ARTICLE VIII. NATURE OF BUSINESS**

This Corporation may engage in, or transact, any or all lawful activities or business permitted under the laws of the United States, the State of Florida, or any other State, Country, Territory or Nation. The specific purpose of this Corporation shall be sandblasting and coating water towers.

**ARTICLE IX. TERM OF EXISTENCE**

This Corporation is to exist perpetually.

#### **ARTICLE X. PREEMPTIVE RIGHTS**

Every shareholder upon the sale for cash of any new stock of this Corporation of the same kind, class, or series as that which he/she already holds, shall have the right to purchase his/her pro-rata share thereof at the price at which it is offered to others.

#### **ARTICLE XI. SECTION 1244 PROVISION**

The stock of this Corporation is intended to qualify under the requirements of Section 1244 of the Internal Revenue Code and the regulations issued thereunder. Such actions as are necessary will be taken by the appropriate officers to accomplish this compliance.

#### **ARTICLE XII. BY-LAWS**

The initial directors shall submit the proposed by-laws to the shareholders at a meeting to be held for that purpose not more than thirty (30) days following the issuance of the Certificate of Incorporation. Following the adoption of by-laws by unanimous vote of the shareholders, the internal affairs of the Corporation are to be regulated and managed in accordance with such by-laws.

#### **ARTICLE XIII. TAX STATUS OF CORPORATION**

It is the intent of the undersigned subscribed that the Corporation shall be treated as a subchapter C corporation for federal tax purposes.

#### **ARTICLE XIV. NON-REGISTRATION AS SECURITY**

The shares of common stock to be issued to subscriber(s) are not registered under state or federal securities laws. The subscriber(s) represent that it is the intent of the Corporation that the shares of common stock issued comply with the applicable private placement exemptions from registration under federal and state law. All stock certificates issued shall bear the legend:

**THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER  
THE SECURITIES ACT OF 1933 IN RELIANCE UPON AN**

**EXEMPTION PROVIDED IN THAT ACT AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED UNTIL THEY HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR, UNLESS IN THE OPINION OF COUNSEL FOR THE ISSUER, REGISTRATION IS NOT REQUIRED UNDER THAT ACT.**

The Corporation shall only issue shares to individuals that comply with the private placement rules, i.e., Federal Securities Act §4(2) and §517.061, F.S., and agree:

1. That no offer or sale of stock shall be made to a non-resident of the State of Florida;
2. That no offer or sale of stock shall be made to more than 35 purchasers for a period in excess of 12 months;
3. That no general solicitations or advertisements of an offer or sale of stock shall occur in Florida or any other state;
4. That before any sale of stock, each purchaser shall be given reasonable access to full and fair disclosure of all material information concerning the corporation;
5. That no person shall be paid a commission for the sale of stock or otherwise receive compensation for the sale of stock; and
6. That if sales are made to five or more persons in Florida, the purchasers shall be given a three (3) day right of rescission in accordance with §517.06(11)(a)(5).

The undersigned incorporators acknowledge they have been provided access to all material books and records of the Corporation for review, to all material contracts and documents relating to this private offering and have had an opportunity to question all appropriate officers of the Corporation concerning the private offering.

The Undersigned incorporators agree that they are purchasing their shares for investment and not with the intent to re-sell or distribute shares to the public. In the

event that incorporators wish to sell their shares in the future, such sale must qualify and satisfy all federal and state private placement exemptions.

**ARTICLE IV. AMENDMENT**

This Corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

**ARTICLE XVI. INFORMAL SHAREHOLDERS ACTION**

The holders of not less than a majority of the issued and outstanding shares of the voting stock of the Corporation may act by written agreement without a meeting, as provided in §607.0704, F.S. and the By-laws.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 8 day of August, 2000.

Ray L. Witke  
Ray L. Witke  
INCORPORATOR

**ACCEPTANCE OF REGISTERED AGENT**

Having been named as registered agent and to accept service of process for the above state Corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Ray L. Witke  
Ray L. Witke  
REGISTERED AGENT

MSW2000.FRM 101

FILED  
AUG 16 AM 9:28  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**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 Classic Protective Coatings, inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

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

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

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

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

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

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

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

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

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

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

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

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

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

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

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

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

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

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

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

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

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

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

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

### **C. RESPONSIBILITIES OF SSA**

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

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

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

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

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

### **D. RESPONSIBILITIES OF DHS**

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

a. Automated verification checks on alien employees by electronic means, and

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

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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

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

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

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

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

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

## **B. REFERRAL TO DHS**

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

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

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

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

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

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

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

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

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

## **ARTICLE IV SERVICE PROVISIONS**

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

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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

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**Approved by:**

<b>Employer</b> Classic Protective Coatings, inc.	
Name (Please Type or Print) John S Newkirk	Title
Signature Electronically Signed	Date 03/05/2010
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2010

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<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Classic Protective Coatings, inc.
Company Facility Address	N7670 State Road 25 Menomonie, WI 54751
Company Alternate Address	
County or Parish	DUNN
Employer Identification Number	593670919
North American Industry Classification Systems Code	238
Parent Company	Classic Protective Coatings, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	1

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

WISCONSIN

1 site(s)

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

Name Raeann K Dawson  
Phone Number (715) 233 - 6267 ext. 206  
Fax Number (715) 233 - 6268  
Email Address rdawson@classicprotectivecoatings.com

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