

E-VERIFY AFFIDAVIT

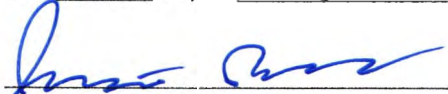
STATE OF Missouri

COUNTY OF Greene

I, Justin Block (the individual attesting below), being duly authorized by
and on behalf of Bales Construction Company, Inc. (hereinafter "Employer") after first
being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
 - a. YES X
 - b. NO _____
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 4th day of May, 20 21.



Signature of Affiant

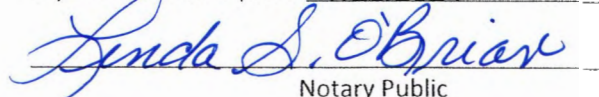
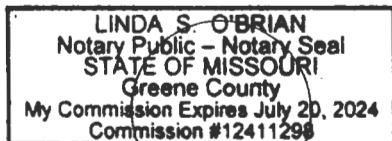
Print or Type Name: Justin Block

State of Missouri

County of Greene

Signed and sworn to (or affirmed) before me, this
the 4th day of May, 20 21.

My Commission Expires: 7/20/2024


Notary Public

Seal



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THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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

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

B. RESPONSIBILITIES OF DHS

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

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

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

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

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

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

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

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



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

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

C. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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



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

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

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

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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



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

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

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

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

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

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

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

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



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

Employer Bales Construction Company Inc.

Linda S OBrian

Name (Please Type or Print)

Project Administrator

Title

Electronically Signed

Signature

03/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/17/2009

Date



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Bales Construction Company Inc.

Company Facility Address: 2601 North Lecompte Ave.

Springfield, MO 65803

Company Alternate
Address:

County or Parish: GREENE

Employer Identification
Number: 43123172

North American Industry
Classification Systems
Code: 236

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified
for: 1

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

- MISSOURI 1 site(s)



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

Name: Linda S OBrian
Telephone Number: (417) 865 - 5800
E-mail Address: lobrian@sbcglobal.net

Fax Number: (417) 865 - 4418

14. If you have done business under a different name, please give name and location.

Bales Brothers - Waynesville, MO

General Information: All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

15. Number of permanent employees. 25
16. Geographical limits of operation. Missouri and Arkansas
17. How many years have you been engaged in construction under your present firm name or trade name? 82 Years
18. General character of work performed by you.
General Contractor
19. List the most important contracts recently completed by you, include at least 2, stating approximate gross cost for each, and the month and year
Please see attached.
20. List customer references for current and recently completed contracts of a similar nature. Provide company name, address of construction, contact name, and contact phone, and architect's name and contact phone. The City prefers that all such customers during the last three years be listed but you must list all customers for the last year prior to submitting this statement.(Attach as necessary)
Please see attached.
21. Contracts on hand: (Schedule these, showing gross amount of each contract and the respective anticipated dates of completion.)
Please see attached.
22. Have you ever failed to complete any work awarded to you. If so, where and why?
No
23. Have you ever been put on liquidated damages on any contract awarded to you. If so, where and

why? No

24. Have you ever defaulted on a contract? If so, where and why? No

25. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars. No

26. List your major equipment available for the type of work described by the specifications.
Forklifts, Scissor Lifts, Snorkel Lifts, Backhoes, Trackhoes, Bobcats, Trucks,
Trailers and etc.

27. To what extent would you expect to employ Subcontractors?
80%

28. List experience in construction work similar in nature and scope.
Please see attached.

29. List background and experience for the principal members of your organization include the Officers.
Please see attached.

30. Give bank reference.
Please see attached.

31. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Republic?
Upon request.

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Republic, MO in verification of the recitals comprising his Statement of Qualifications.

Dated at Springfield this 4th day of May, 2021.

Firm Name: Bales Construction Company, Inc.

By: [Signature]
Signature

Print Name/Title Justin Block, Springfield Operations Manager

State of Missouri)

) SS

County of Greene) Justin Block, being
duly sworn, deposes and

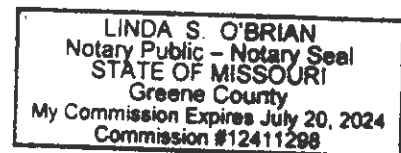
says that he is (Title) Springfield Operations Manager of
Bales Construction Company, Inc.

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this 4th day of May, 2021.

[Signature]
Notary Public

My commission expires: July 20, 2024

END OF SECTION





BALES CONSTRUCTION

ESTABLISHED 1939

Major Current Projects

Cox Health – Turner Center 2nd Floor Interior Renovations

Owner: Lester E. Cox Medical Centers, dba Cox Health, a Not-for-Profit Corporation

Architect: Torgerson Design Partners

Contract Amount: \$771,500.00

Date Completed: Tentatively June 14, 2021

Salem Memorial District Hospital

Owner: Salem Memorial District Hospital

Architect: Esterly Schneider & Associates

Contract Amount: \$1,813,600.00

Date Completed: Tentatively December 15, 2020

Project: O'Reilly Center for Hope – Phase 2

Owner: Community Partnership of the Ozarks

Architect: Paragon Architects

Contract Amount: \$1,131,800.00

Date Completed: 8/4/2020

Project: Greene County Family Justice Center – Tefft Remodel

Owner: Greene County

Architect: Paragon Architects

Contract Amount: \$431,000.00

Date Completed: 4/22/2020

Project: O'Reilly Center for Hope – Phase 1

Owner: Community Partnership of the Ozarks

Architect: Paragon Architects

Contract Amount: \$1,580,000.00

Date Completed: 12/12/19

Project: Missouri State University-Renovation Room 114 Meyer Library

Owner: Missouri State University

Architect: True Engineering Group

Contract Amount: \$184,110.00

Date Completed: 5/13/2019

Project: Fair Grove Senior Center- Building Package
Owner: Fair Grove Senior Center
Architect: Ireland Architects
Contract Amount: \$864,000.00
Date Completed: 12/9/2018

Project: Fair Grove Senior Center- Site Package
Owner: Fair Grove Senior Center
Architect: Ireland Architects
Contract Amount: \$235,000.00
Date Completed: 1/3/2019

Project: MSU Carrington Hall Renovations of Rooms 311 & 315
Owner: Missouri State University
Architect: Esterly, Schneider & Associates
Contract Amount: \$263,720.00
Date Completed: October 2018

Project: MSU Plaster Center Mechanical Improvements.
Owner: Missouri State University
Architect: The Clark Enersen Partners
Contract Amount: \$1,051,450.00
Date Completed: September 2018

Project: Greenwood Laboratory Locker Room Addition
Owner: Missouri State University
Architect: Butler, Rosenbury, & Partners.
Contract Amount: \$1,228,800.00
Date Completed: August 2018

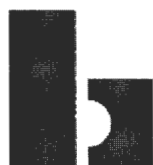
Project: Citizens Memorial Hospital-Butterfield Pharmacy and Senior Pharmacy
Owner: Citizens Memorial Hospital
Architect: Facility Design Group, Inc.
Contract Amount: \$432,342.00
Date Completed: August 2017

Project: Citizens Memorial Hospital-Broadway Professional Building
Owner: Citizens Memorial Hospital
Architect: Facility Design Group, Inc.
Contract Amount: \$364,065.00
Date Completed: August 2017

Project: Cox Health-Wound Care
Owner: Cox Health
Architect: Butler Rosenbury & Partners, Inc.
Contract Amount: \$328,395.00
Date Completed: February 2017

Project: Missouri State University – Relocate Veterans Lounge
Owner: Missouri State University
Architect: Cannon Design
Contract Amount: \$477,637.00
Date Completed: May 2017

Project: US Customs General Aviation Facility
Owner: City of Springfield, Missouri Architects
Architect: Paragon Architecture
Contract Amount: \$1,084,005.00
Date Completed: January 2017



BALES CONSTRUCTION

ESTABLISHED 1939

PAST PROJECTS

Project: MSU Carrington Hall Renovations of Rooms 311 & 315

Owner: Missouri State University

Architect: Esterly, Schneider & Associates

Contract Amount: \$263,720.00

Date Completed: October 2018

Project: MSU Plaster Center Mechanical Improvements.

Owner: Missouri State University

Architect: The Clark Enersen Partners

Contract Amount: \$1,051,450.00

Date Completed: September 2018

Project: Greenwood Laboratory Locker Room Addition

Owner: Missouri State University

Architect: Butler, Rosenbury, & Partners.

Contract Amount: \$1,228,800.00

Date Completed: August 2018

Project: Citizens Memorial Hospital-Butterfield Pharmacy and Senior Pharmacy

Owner: Citizens Memorial Hospital

Architect: Facility Design Group, Inc.

Contract Amount: \$432,342.00

Date Completed: August 2017

Project: Citizens Memorial Hospital-Broadway Professional Building

Owner: Citizens Memorial Hospital

Architect: Facility Design Group, Inc.

Contract Amount: \$364,065.00

Date Completed: August 2017

Project: Cox Health-Wound Care

Owner: Cox Health

Architect: Butler Rosenbury & Partners, Inc.

Contract Amount: \$328,395.00

Date Completed: February 2017

Project: Missouri State University – Relocate Veterans Lounge
Owner: Missouri State University
Architect: Cannon Design
Contract Amount: \$477,637.00
Date Completed: May 2017

Project: US Customs General Aviation Facility
Owner: City of Springfield, Missouri Architects
Architect: Paragon Architecture
Contract Amount: \$1,084,005.00
Date Completed: January 2017

Project: Joel E Barber
Owner: Laclede County C-5 School District
Architect: Sapp Designs
Contract Amount: \$1,778,000.00
Date Completed: June 2017

Project: MSU Shannon House Renovations
Owner: Missouri State University
Architect: Treanor HL
Contract Amount: \$1,753,491.00
Date Completed: August 2018

Project: Hassellmann Alumni House
Owner: Missouri S and T
Architect: Dake Wells
Contract Amount: \$960,000.00
Date Completed: January 2019

Project: Niangua Early Childhood
Owner: Niangua R-V School District
Architect: Sapp Designs
Contract Amount: \$763,900.00
Date Completed: July 2017

Project: Central Ozarks Medical Center of Camdenton
Owner: Central Ozarks Medical Center
Architect: Ireland Architects
Contract Amount: \$3,038,000.00
Date Completed: March 2019

Project: Ezard Elementary
Owner: Laclede County R-1 School District
Architect: Sapp Designs
Contract Amount: \$2,460,365.00
Date Completed: August 2017

Project: Hurricane Deck Elementary
Owner: Camdenton R-III School District
Architect: ACI Boland
Contract Amount \$13,000,000.00
Date Completed: August 2015

Project: Eldon Performing Arts Center
Owner: Eldon R-1 School District
Architect: The Architects Alliance
Contract Amount: \$3,290,000.00
Date Completed August 2015

Project: James E Bertlesmeyer Hall
Owner: Missouri S and T
Architect: Clark Emerson Partners
Contract Amount: \$20,000,000.00
Date Completed: December 2014

Project: Crocker FEMA Shelter
Owner: Crocker R-II School District
Architect: Sam A Winn Associates
Contract Amount: \$1,830,860.00
Date Completed: August 2014

Project: Phelps County R-III FEMA Shelter
Owner: Phelps County R-III School District
Architect: Sapp Designs
Contract Amount: \$663,000.00
Date Completed: August 2015

Project: Iberia FEMA Shelter
Owner: Iberia R-V School District
Architect: Sapp Designs
Contract Amount: \$1,220,000.00
Date Completed: June 2015

Project: Expedia Travel Phase 3
Owner: Hotels.com
Architect: Dake Wells Architecture
Contract Amount: \$918,999.00
Date Completed: August 2016

Project: West Plains Regional Airport New Terminal Building
Owner: City of West Plains
Architect: Gaskin Hill Norcross Architects
Contract Amount: \$869,501.00
February 2014

Project: Kraft Building
Owner: Springfield Public Schools
Architect: Buxton Kubic Dodd
Contract Amount: \$927,163.00
Date Completed: November 2016

Project: Seller Sexton Ford
Owner: Larry Sexton
Architect: JRodgers Architects
Contract Amount: \$1,387,573.00
Date Completed: December 2016

Project: Waynesville Industrial Park
Owner: City of Waynesville
Architect: Ireland and Associates
Contract Amount: \$627,746.00
Date Completed: December 2016

Project: East Elementary FEMA Shelter
Owner: Waynesville R-VI School District
Architect: Dickinson-Hussman Architects
Contract Amount: \$1,717,575.00
Date Completed: August 2015

Project: Fordland R-III School District
Owner: Fordland School District
Architect: Sapp Design Associates Architects
Contract Amount: \$3,509,691.00
Date Completed: August 2016

Project: First State Bank of St. Robert
Owner: Maries County Bank
Architect: Sapp Designs
Contract Amount: \$3,644,000.00

Project: Waynesville Career Center
Owner: Waynesville R-VI School District
Architect: Sapp Design
Contract Amount: \$12,050,000.00
Date Completed: March 2010

Project: East Elementary Additions and Renovations
Owner: Waynesville R-VI School District
Architect: Sapp Designs
Contract Amount: \$5,187,000.00
Date Completed: January 2012

Key Personnel

Brandon Bales- President/CEO

Over fifteen years with Bales Construction Co., Inc, Brandon has supervised several projects in the medical field. Brandon is in charge of all daily operations. Experience: 18+ years

Richard Bales- Vice President

Worked in the family business since the age of 12 and except for a two-year tour of duty, has been with Bales Construction. Along with his brother Jim, they bought out his father and has been active in the company on a day to day basis.

Justin Block- Springfield Operations Manager / Project Supervisor / Estimator

Justin has been with Bales for Sixteen years and has worked his way up from carpenter to overseeing day to day operations in the Springfield, Missouri location.

Linda O'Brian – Contract Specialist / Administrator

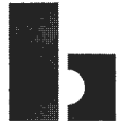
Linda has over 28 years' experience in the construction industry. Linda is a member of our staff at our Springfield, Missouri location.

Tiffany Stauffer – Project Manager

Tiffany has 3 years' experience in the construction industry. Tiffany is a member of our staff at our Springfield, Missouri location.

J.B. Shoemate- Project Superintendent

Has been with Bales for eleven years and has extensive experience in bringing out of the ground some of our most difficult projects. Experience: 27 years



BALES CONSTRUCTION

ESTABLISHED 1939

CREDIT AND BANK REFERENCES

Type of Business: General Contractor

Years in Business: 82 Years - Incorporated in: July 1981

Officers:

Brandon Bales, President

Richard Bales, Vice President

Secretary/Treasurer: Joan Bales

Federal ID# 43-1231721

Dunn# 031168719

Bank of Crocker

200 Ichord Ave,

Waynesville, Missouri 65583

573-774-6000

Assurance Brokers

Ralph McQuiggan

1-618-692-9800

Bond Capacity

Assurance Brokers, LTD

95 N. Research Drive

Edwardsville, IL 62025

Ph: (618) 692-9800

Fx: (618) 692-9865

TOTAL BONDING:

35-40 Million Dollars

AVAILABLE BONDING

25-30 Million Dollars

References:

Gold Mechanical, Duane Gold, 4735 W. Division, Springfield, MO 65802
P. 417-873-9770 – F. 417-873-9771

Bearden Carpet, Don Bearden, 518 N. Stewart, Springfield, MO 65803
P. 417-883-7669 – F. 417-889-6943

Meeks, John Rader, 1551 Mt. Vernon, Springfield, MO 65802
P. 417-862-5595 – F. 417-862-2009

Poindexter Mechanical, Christy Meester, 2514 N. Patterson, Springfield, MO 65803
P. 417-869-7554 – F. 417-869-9103

Ozark Fence & Supply, Jim Eberst, 1716 College, Springfield, MO 65806
P. 417-862-7803 – F. 862-0130

Ron Miller Hardware, Shari Wilson, 435 S. Ingram Mill, Springfield, MO 65802
P. 417-831-1182 – F. 417-863-6302

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # BALES5-4-21

KNOW ALL MEN BY THESE PRESENTS, that we

BALES CONSTRUCTION COMPANY, INC.

2601 N. Le Compte Road Springfield, MO 65803

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Fidelity And Deposit Company Of Maryland

1299 Zurich Way Schaumburg, IL 60196

a corporation duly organized under the laws of the State of **MD** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Republic, Missouri

213 N. Main Street Republic, MO 65738

(Here insert full name, and address or legal title of Owner)

as Oblige, hereinafter called the Oblige, in the sum of **Five Percent of Amount Bid**-----Dollars 5.00%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

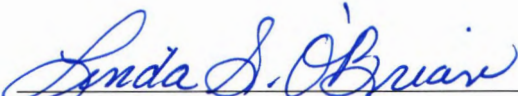
WHEREAS, the Principal has submitted a bid for

Conference Room Remodel for former Council Chambers

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **May, 2021**.


(Witness)


(Witness) Marci Little

BALES CONSTRUCTION COMPANY, INC.

(Principal)


(Seal)


(Title) Justin Black - Mgr.

Fidelity And Deposit Company Of Maryland

(Surety)

(Seal)


Charles R. McQuiggan, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles R. MCQUIGGAN, Ralph L. MCQUIGGAN, Steve G. MCQUIGGAN, and Holly V. JOHNSON, all of Edwardsville, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of February, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of May, 2021.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

State of Illinois
County of Madison

On this 4th day of May, 2021, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

Allegheny Casualty Company
American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
Developers Surety and Indemnity Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Star Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Charles R. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2025**

By: **Holly V. Johnson**
Notary Public

FROM: Bales Construction Company, Inc.
2601 N. LeCompte Ave., Suite A
Springfield, Missouri 65803

(hereinafter called "Bidder")

TO: Attn: Jared Keeling
City of Republic
213 N. Main St.
Republic, MO 65738

(hereinafter called "Owner")

RE: Conference Room Remodel for former Council Chambers

Architect-Engineer Project No. 20-570.00

=====

The Undersigned, having received and examined the Drawings, the Project Manual, and Addenda for the above referenced Project, proposes to furnish all labor, materials, equipment, supervision and all associated items required for completion of the Work, as required by and in strict accordance with the above-named documents for the following sum:

A. BASE PROPOSAL

Bidder agrees to perform all of the Work necessary to complete the Total Project as described in the Project Manual and indicated on the Drawings for the sum of:

seventy-nine thousand five hundred dollars ⁰⁰/₁₀₀ (\$ 79,500)

(Amount shall be indicated in both words and figures. In case of discrepancy, the amount indicated in words shall govern.)

B. TIME OF COMPLETION

The Bidder agrees to achieve Substantial Completion for **Conference Room Remodel for former Council Chambers** within 120 calendar days from the date that the Notice to Proceed is issued. The Bidder also agrees to achieve Final Completion of the Work, for each project, not less than forty-five (45) calendar days after Substantial Completion is achieved. The Contractor further agrees to pay to or allow the Owner as liquidated damages the sum of Five Hundred Dollars (\$500.00) per calendar day, per each project, after the date agreed to for Substantial Completion and Five Hundred Dollars (\$500) per calendar day after the day set for Final Completion as specified in Article 10 - Liquidated Damages of the General Conditions for each day thereafter that the work remains incomplete.

C. ADDENDA

The Undersigned has received and examined the following Addendum numbered 1 & 2, and has incorporated their provisions in this Bid.

D. FURTHER CONDITIONS

The Undersigned, by submitting this Bid, further agrees:

1. That this Bid shall be valid and may not be withdrawn within 45 days after the scheduled closing time for receiving bids.
2. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
3. To enter into and execute a Contract, if awarded on the basis of this Proposal, and to furnish the Performance Bond and Labor and Material Payment Bond in accordance with the General Conditions of the Contract.
4. To accomplish the Work in accordance with the Contract Documents, of which this Proposal is made a part.
5. To coordinate and schedule all Work with Owner.
6. That it is understood that the Owner may reject any or all bids and waive any formalities.

E. SUBCONTRACTORS:

Each Bidder shall be required upon request to provide a list of subcontractors to the Owner within 24 hours of the Bid Date.


F. I have completed the Bid and have enclosed the following:

7. Bid Security, in specified amount, and copy of Surety Agent's Power of Attorney.

=====

Respectfully submitted:

Bidder: Bales Construction Company, Inc.

Signature:  Date: May 4, 2021

Title: Springfield Operations Manager

Business Address: 2601 N. LeCompte Ave., Suite A, Springfield, MO 65803

Telephone Number: (417) 865-5800

If Bidder is a Partnership, complete the following:

Name of Partners: _____

If Bidder is a Corporation, complete the following:

Name and Address of President: Brandon Bales

1901 Historic 66 West, Waynesville, Mo 65583

Name and Address of Treasurer: Joan Bales

1901 Historic 66 West, Waynesville, Mo 65583

(SEAL)
(If Bid is by
a corporation)

-
-
END OF SECTION