Document A310[™] – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number:

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC-Central, Inc.

755 E. Millsap Road

Fayetteville, AR 72703

OWNER:

(Name, legal status and address)
City of Republic, Missouri
4221 S. Wilson's Creek Boulevard
Republic, MO 65738

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland

1299 Zurich Way

Schaumburg, IL 60196-1056

State of Inc:

Illinois

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent (5%) of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Road Construction/Re-Build-Iron Grain Lane-IFB No. 25-004

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of March , 2025	
6 4 10	APAC-Central, Inc.
Jorane Lawler	(Seal)
(Witness) Lorraine Lawler	- 11/M M
	(Title) Michael Eshleman, Vice President
Sand Stall	Fidelity and Deposit Company of Maryland
Sonda Stidham	(Surety) (Seal)
(Witness) Ronda Stidham	
	(Title) Doug Fronick, 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 Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas, 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 bid bonds issued on behalf of APAC - Central, Inc. of Fayetteville, Arkansas each in a penalty not to exceed the sum of \$1,000,000, 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 3rd day of January, A.D. 2023.







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 3rd day of January, A.D. 2023, 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, deposeth 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.

iva Bethea Notary Public

My Commission Expires September 30, 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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President 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 24th day of March , 2025 .







Bv:

Mary Jean Pethick
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

Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to: reportsfclaims@zurichna.com



City of Republic, Missouri – Invitation for Bids Road Construction/Re-Build - Iron Grain Lane – IFB No. 25-004

PROJECT: The City of Republic ("City") is seeking bids from qualified persons and firms interested in providing the following materials and/or services:

Re-construction of the roadway known as "Iron Grain Lane" in the City of Republic. The project will include the final grading for installation of asphalt pavement, construction and installation of concrete curb and gutter, finish grade work and associated landscaping (at curb and sidewalks), application of seeding and/or sod, installation of handrail at east-end culvert, construction of ADA-compliant sidewalks.

BID SUBMISSION DEADLINE AND FORM OF SUBMISSIONS:

Before 3:00 pm C.S.T. on March 24, 2025, proposals in response to this RFP must be either:

- (1) Submitted via the City's e-bidding service provider, DemandStar, with all required information or documentation. The City prefers this method of submission for all Bids, though the City will accept sealed Bids submitted on paper, as set forth below. If you have any difficulties registering for DemandStar or submitting your Bid through DemandStar, please contact the City Clerk, Laura Burbridge, for assistance.
 - OR -
- (2) Received by the City Clerk's Office (located at 4221 S. Wilson's Creek Boulevard in Republic, Missouri) in a sealed envelope containing all required information or documentation and clearly marked, "ROAD CONSTRUCTION/RE-BUILD IRON GRAIN LANE- IFB No. 25-004". Submittals provided on paper to the City may be delivered by hand or by mail, so long as they are received by the City before 3:00 pm C.S.T. on March 24, 2025.

Submittals provided in digital form, must be submitted through the City's DemandStar bidding software. NO SUBMITTALS WILL BE ACCEPTED VIA E-MAIL OR FACSIMILE UNDER ANY CIRCUMSTANCES.

<u>BID OPENING</u>: Beginning at 3:00 pm C.S.T. on March 24, 2025, all bids received will be opened and viewed at the City's BUILDS building, located at 4221 S. Wilson's Creek Boulevard in Republic, Missouri, 65738. The opening and viewing of bids is open to the general public.

<u>PRE-BID MEETING (OPTIONAL)</u>: A pre-bid meeting will be held at 4221 S Wilson's Creek Boulevard in Republic, Missouri (the BUILDS Large Conference Room) on **Friday, March 14, 2025**, at 9:00 am for any persons or firms who would like to attend. Attendance at the pre-bid meeting is not required, but merely optional.

RULES AND REQUIREMENTS FOR SUBMISSION:

- (1) Bids must be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the Bidder. Bidders can add their own sheets for clarification of pricing on certain products if they choose.
- (2) Any bid received after the opening date and time specified herein will be rejected as untimely. It shall be the sole responsibility of the Bidder to ensure timely delivery to the City on or before the due date and time indicated.

ATTACHMENT A: BID SUBMISSION FORM MUST RETURN THIS PAGE

Description of Services and/or Equipment/Materials be Provided	Price		
DAD CONSTRUCTION/RE-BUILD – IRON GRAIN NE (IFB No. 25-004) All Bids to include: Travel Expenses Delivery Costs Administrative Costs Traffic Control lease note any of the following: Any labor personnel requests of the City. Any other requests or responsibilities of the City.	Flus any additional or miscellaned \$ \$5,600.00 - FOR FINAL GRA SUBTOTAL (BASE BID) = SUBTOTAL (ADDITIVE BID) =	ous costs/expens ADING, PER ADD = \$157,957.00	ses:
	\$		

GRAND TOTAL: \$ \$168,882.00



ATTACHMENT B: BID VERIFICATION/SIGNATURE PAGE

MUST RETURN THIS PAGE

In compliance with this Invitation for Bid and with all terms, conditions, and specifications imposed therein, the undersigned hereby offers and agrees to furnish the goods and/or services described herein.

BID VERIFICATION/INFORMATION PAGE City of Republic, Missouri Attn: City Clerk 4221 S. Wilson's Creek Boulevard Republic, MO 65738 IFB Project Name: ROAD CONSTRUCTION/RE-BUILD — IRON GRAIN LANE	Legal Name of Company/Entity Submitting Bid: APAC-Central, Inc. Business Address: 4580 W. Calhoun Springfield, MO 65802
IFB Number: IFB No. 25-004	Full Name: Bouglas Fronick Title: Estimating Manager
Telephone: 417-868-6700 Cellular: 417-612-3838	Dated: 3/24/25 Bidder's Federal ID Number: 58-1401469
Facsimile:417-368-0480 E-mail:aaron.harless@apac.com	

NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS Regarding Sections 285.525 through 285.550 RSMo., effective January 1, 2009,

Effective January 1, 2009 and pursuant to Section 285.530(1) of the Revised Statutes of Missouri, "[n]o business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri."

State law additionally provides that, as a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., the City of Republic) to a business entity (e.g., potential bidders in response to this IFB), the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. See § 285.530(2), RSMo.

Section 285.530, RSMo. pertains to all solicitations for services over \$5,000, but does not apply to solicitations for goods only. If a solicitation is for a combination of services and goods, Section 285.530, RSMo. applies if the services portion of the solicitation is over \$5,000.

- Required Affidavit for Contracts Over \$5,000.00 (US) Effective 1-1-2009, the company (submitting a
 Bid) shall comply with the provisions of Section 285.525 through 285.550, RSMo., which require certain
 statements to be made under penalty of perjury pertaining to employment of unauthorized aliens. The award
 of any contract under this IFB is expressly contingent on the company (submitting a Bid) providing an
 acceptable, notarized affidavit, stating as follows:
 - a. that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et sea.

2. Additionally, Company <u>must provide documentation evidencing</u> current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify Program's Memo of Understanding (MOU). See attached sample.

A copy of the required affidavit is included on the following page. A digital copy of the affidavit can also be accessed and downloaded from the City of Republic's official website, URL address: <a href="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Compliance-with-Section-285500-RSMO-PDF?bidld="https://www.republicmo.com/DocumentCenter/View/77/Affidavit-of-Center/

The City of Republic is an E-Verify employer. The City of Republic encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of a federal work authorization program. Information regarding E-Verify is available at http://www.uscis.gov/e-verify or by calling 888-464-4218.

ATTACHMENT C: AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500, RSMO. et seq., FOR ALL AGREEMENTS PROVIDING SERVICES IN EXCESS OF \$5,000.00 Effective 1/1/2009

MUST RETURN THIS PAGE

STATE OF MISSOURI)) ss.		
COUNTY OF GREENE)		
the title of Estima of Company), a (circle of	, personally appeared _ ating Manager(Title) one) corporation, partnership, so	Douglas Fronick of/for APAC-Centra le proprietorship, and/or limite	
(1) (2)	respect to the employees work	ing in connection with the contr knowingly employ any person	work authorization program with acted services; and who is an unauthorized alien in
	nis affidavit shall have the meanin		
		Signature Pouglas Fro [Printed Full N	nick
Subscribed and sworn	to before me this 24th day of [date]	March [month]	
		Ronda Stra [Notary Pu	tham blic]
		My commission expires:12/1	L9/26
		RONDA ST Notary Public – STATE OF M Dallas Co My Commission Expir Commission #	Notary Seal ISSOURI pounty res Dec.19, 2026

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

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

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 Operations at 888-464-4218.

013
John Doe
John Doe Name (Please type or print) Electronically Slaned Signature Date
Name (Please type or print)
Electronically Signed
Signature Data
Verification Department of Homeland Security Division Name (Please type or print)
Department of Homeland Security Division
USCIS Verification Division Name (Please type or print)
Electronically Signed Signature Date
Verification Department of Homeland Security Division Name (Please type or print) Electronically Signed Signature Date Date
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ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and <u>APAC Central, Inc.</u> (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

- 1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
- 2. The 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. The 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. The 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 the 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).
- 4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to establish 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 THE DEPARTMENT OF HOMELAND SECURITY

- 1. Upon completion of the Form I-9 by the employee and the Employer and 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:
 - · Automated verification checks on newly hired alien employees by electronic means, and
 - Photo verification checks (when available) on newly hired alien 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 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, and 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 and federal criminal laws, and to ensure accurate wage reports to the SSA.
- 7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to establish 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.
- 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 E-Verify Manual.
- 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
 - B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.
- 5. The Employer agrees to comply with established 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 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 the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
- 6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, 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 \$500 and \$1,000 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 any 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 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 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 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 the SSA verification response has been given.
- 8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for reverification, or for employees hired before the date this MOU is in effect. 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 the immediate termination of its access to SSA and DHS information pursuant to this MOU.
- 9. The Employer agrees to follow appropriate procedures (see Article III.B. 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 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 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 to verify work authorization, a tentative nonconfirmation, or the finding of

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

- 11. The Employer agrees to comply with 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.
- 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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE 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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
- 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 THE DEPARTMENT OF HOMELAND SECURITY

- 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 alien 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 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 the Department through its toll-free hotline 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.
- 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

The 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

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 manual. Even

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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 Operations at 888-464-4218.

Evans F Richard

Name (Please type or print)

Electronically Signed

Signature

Title

11/18/2008

Date

Department of Homeland Security - Verification Division

Employer APAC Central, Inc.

Company ID Number: 165031	
USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	11/18/2008
Signature	Date

INFORMATION REQUIRED FOR THE E-VERIFY PROGRAM			
Information relating to your Compa	апу:		
Company Name:	APAC Central, Inc.		
Company Facility Address:	755 E Millsap Fayetteville, AR 72703		
Company Alternate Address:	P.O. Box 9208 Fayetteville, AR 72703		
County or Parish:	WASHINGTON		
Employer Identification Number:	581401469		
North American Industry Classification Systems Code:	237		
Parent Company:			
Number of Employees:	500 to 999 Number of Sites Verified for: 3		
Are you verifying for more than 1	site? If yes, please provide the number of sites verified for in each State.		
ARKANSASOKLAHOMA	2 site(s) I site(s)		

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

Name:	Evans F Richard		
E-mail Address:	jeanette.morgans@apac.com	i da Mamoor.	
Name: Telephone Number:	Jeanette Morgans (918) 556 - 2249	Fax Number:	
Name: Telephone Number: E-mail Address:	Betancourt Erica (479) 587 - 3339 erica.betancourt@apac.com	Fax Number:	(479) 443 - 4018
Name: Telephone Number: E-mail Address:	Arianna Heras (479) 788 - 6365 arianna.heras@apac.com	Fax Number:	

Telephone Number: E-mail Address:	(479) 587 - 3356 richard.evans@apac.com	Fax Number:	(479) 443 - 4018	





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Evans Richard

User ID

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APAC Central, Inc.

165031

Doing Business As (DBA)

DUNS Number:

Company ID Number:

Company Name:

755 E Millsap

Fayetteville

Mailing Address:

Address 1: P.O. Box 9208 Address 2:

Fayetteville Oity:

State:

Zip Code: 72703

WASHINGTON

72703

Zip Code: County:

State: City:

Additional Information:

Employer Identification Number; 531401469

APAC-Holdings, Inc. 1,000 to 2,499 Total Number of Employees: Parent Organization:

Administrator:

Organization Designation: ()

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Evans Richard

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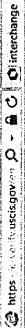
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Evans Richard

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Edit	Delete	Debra	Morris	¥	(479) 738 - 6365	(479) 684 - 5402	(479) 738 - 6365 (479) 684 - 5402 debra mornis@apac com
Edit	Delete	Lisa	Chapman	<u></u>	(918) 556 - 2235	(918) 828 - 4643	(918) 556 - 2235 (918) 528 - 4643 lisa chapman@apac cor
Edit	Deiele	Kevin	Farmer	œ	(417) 868 - 6714	(417) 863 - 7064	(417) 868 - 6714 (417) 868 - 7064 kevin farmer@apac com

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<u>ATTACHMENT D:</u> AFFIDAVIT OF COMPLIANCE WITH INVITATION FOR BID <u>MUST RETURN THIS PAGE</u>

We DO NOT take exception to the IFB Docu	uments/Requirements.
We TAKE exception to the IFB Documents/	Requirements as follows:
QUANTITIES FORM	MATCH EXHIBIT 2, BID FROM ADDENDUM 1. ON BID FORM.
FOR CURB AND GUT	TER. CURB AND ER LINEAR FOOT.
I have carefully examined the Invitation for Bid an conditions of this IFB unless otherwise stipulated herein	nd agree to abide by all submitted pricing, delivery, terms and n.
Company NameAPAC-Central, Inc. By(Authorized Person's Signature) Company Address4580 W. CalhounSpringfield, MO 65802	ADDENDA Offeror acknowledges receipt of the following addenda: Addendum No Addendum No
Telephone Number <u>417-868-6700</u>	Addendum No
Fax Number 417-368-0480	Addendum No
Date 3/24/25	
Email aaron.harless@apac.com	
Federal Tax ID No. 58-1401469	
DBE Vendor (Yes/No): Minority Owned: Women Owned: Veteran Owned:	

<u>ATTACHMENT E:</u> AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675, RSMO. et seq., REQUIRING CONSTRUCTION SAFETY TRAINING FOR PUBLIC WORKS PROJECTS <u>MUST RETURN THIS PAGE</u>

STATE OF MISSOURI)
COUNTY OF GREENE)
Before me, the undersigned Notary Public, personally appeared <u>Douglas Fronick</u> [Name], known to me to be competent and authorized to make this affidavit, and upon being duly sworn and under oath, deposes and says as follows:
 I am the <u>Estimating Manager</u> [Title] of <u>APAC-Central, Inc.</u> [Name of Company] (hereinafter referred to as the "Company") and am authorized to make the statements herein on behalf of the Company.
 I am familiar with the provisions of the Construction Safety Training Act, Section 292.675, RSMo., which requires all contractors and subcontractors entering into contracts with public bodies for construction services on public works projects to train their on-site employees regarding potential identified hazards as outlined by the Missouri Department of Labor and Industrial Relations.
3. I affirm that the Company has complied fully with all requirements of Section 292.675, RSMo., including but not limited to:
 a. Ensuring all on-site employees have completed the required OSHA 10-hour safety training program or a similar program approved by the Division of Labor Standards. b. Maintaining records of completed safety training for all on-site employees and making such records available for inspection as required by law.
 I understand that non-compliance with Section 292.675, RSMo. may result in penalties, including removal from the project and potential disqualification from future public works projects.
5. I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.
FURTHER the Affiant sayeth not.
Douglas Fronick
[Affiant Name] [Affiant Signature]
Subscribed and sworn to before me this 24th day of March 2025 [date] month, [year] My commission expires: 12/19/26
[Notary Public Signature]
PONDA STIDHAM

RONDA STIDHAM
Notary Public – Notary Seal
STATE OF MISSOURI
Dallas County
My Commission Expires Dec. 19, 2026
Commission #14426247

ATTACHMENT F: STATEMENT OF "NO PROPOSAL" / "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UN	DERSIGNED, HAVE DECLINED TO BID ON YOUR IFB FOR THE FOLLOWING REASON(S):
	SPECIFICATIONS ARE TOO NARROW/INFLEXIBLE (I.E. REQUIRES ONE SPECIFIC BRAND OR MANUFACTURER). If you have selected this option, please explain in the "REMARKS" section below. SPECIFICATIONS UNCLEAR. If you have selected this option, please explain in the "REMARKS" section below. INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID. OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM. UNABLE TO MEET SPECIFICATIONS. UNABLE TO MEET INSURANCE REQUIREMENTS. OTHER. If you have selected this option, please explain in the "REMARKS" section below.
	OTHER. If you have selected this option, please explain in the "REMARKS" section below.
REMARKS:	

COMPANY N	AME:
ADDRESS:	
TITLE:	
	NUMBER:
DATE:	

<u>ATTACHMENT G:</u> CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST <u>MUST RETURN THIS PAGE</u>

Pursuant to Republic Code Section 110.040 and applicable provisions of Chapter 105 of the Revised Statutes of Missouri, City of Republic employees and Members of the City Council are prohibited from having a financial interest, direct or indirect, in any contract to which the City is a party.

The Signer hereby certifies that (check all that apply):

No conflicts to disclose:

- 1. X No City Councilmember, City employee, or City board or commission member is an employee, officer, partner, or owner of Respondent.
- 2. X No spouse or dependent child of a City Councilmember, City employee, or City board or commission member is an employee, officer, partner or owner of Respondent.

Potential conflicts to disclose:

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3 A C	City Councilmember, spouse, or dependent child	is an employee, o	fficer, partner or owner o	f Respondent.		
4 A C	4 A City employee, spouse, or dependent child is an employee, officer, partner or owner of Respondent.					
5 A (Respon	City board/commission member, spouse, or depndent.	pendent child is a	n employee, officer, partr	ier or owner of		
	nave checked 3, 4, or 5, please provide the name nission member(s), or spouse:	(s) of the involved	Councilmember(s), City er	nployee(s), City		
I horaby cortify	the information above is true and accurate, to t	he hest of my infa	rmation and holiof			
r nereby certify	the information above is true and accurate, to t	ne best of my mid	imation and belief,			
Signature:		Date:	3/24/25			
Name (Print):	Douglas Fronick					
Title:	Estimating Manager					