

BILL NO.: 16-0635

ORDINANCE NO.: 16-0340

INTRODUCED BY: COUNCIL MEMBER (s) Reuter

1 AN ORDINANCE AWARDFNG BIDS FOR CERTAIN PRODUCTS AND
2 SERVICES TO THE LOWEST AND BEST BIDDERS AS REFLECTED IN THE
3 RESPONSES TO CERTAIN INVITATIONS FOR BID AND REQUESTS FOR
4 PROPOSALS FOR EMERGENCY MANAGEMENT BUILDING PROJECT NO.
5 PW16B021BLD; AND AUTHORIZATION FOR THE COUNTY EXECUTIVE TO
6 EXECUTE ANY NECESSARY AGREEMENTS OR CONTRACTS TO
7 EFFECTUATE THE AWARD OF THE BIDS AND PROPOSALS.

8 WHEREAS, Jefferson County, Missouri, (hereafter, the "County") in response to
9 certain Invitations for Bid and Requests for Proposals issued by the County received bids
10 and proposals for the following items or services:

11

	<u>BID NAME</u>
12	Emergency Management Building Project No. PW16B021BLD
13	<u>NUMBER OF BIDS RECEIVED</u>
14	3
15	<u>DATE OF BID OPENING</u>
16	6-7-2016

17 WHEREAS, after reviewing the bids and proposals set forth above, the
18 Department of Public Works has determined that certain bids and proposals represent the

FILED

JUL 05 2016

WES WAGNER
COUNTY CLERK OF JEFFERSON COUNTY, MO

1 lowest and best bid for the respective items or services and met the bid or proposal
2 specifications issued by the County; and

3 **WHEREAS**, the Jefferson County, Missouri, Council finds it is in the best interest
4 of the County to award the bids and proposals to Jackson Building Group Inc. for a term
5 from 06-27-16 to 06-26-17 upon approval by the County Council and County Executive
6 for the Total Phase 2 Cost of \$252,900.00 and Total Phase 3 Cost of \$18,100.00 for the
7 total amount up to **\$271,000.00** subject to budgetary limitations.

8 **BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI, COUNCIL,**
9 **AS FOLLOWS:**

10 Section 1. The County awards the following bids and proposals which are
11 incorporated by this reference as if fully set out herein, to the lowest and best vendor
12 bidding for each respective item or service as follows:

13 BID NAME

14 Emergency Management Building Project No. PW16B021BLD

15 TERM

16 06-27-16 to 06-26-17

17 Upon approval by the County Council and County Executive

18 AMOUNT

19 Total Phase 2 Cost of \$252,900.00

20 Total Phase 3 Cost of \$18,100.00

21 For Total up to **\$271,000.00**

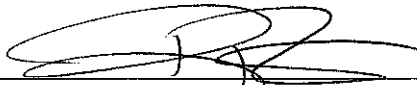
22 subject to budgetary limitations

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Don Bickowski	<u>yes</u>
Council Member District 2, Renee Reuter	<u>yes</u>
Council Member District 3, Robert Boyer	<u>yes</u>
Council Member District 4, George Engelbach	<u>Absent</u>
Council Member District 5, Oscar J. "Jim" Kasten	<u>yes</u>
Council Member District 6, Cliff Lane	<u>yes</u>
Council Member District 7, James Terry	<u>Absent</u>

THE ABOVE BILL ON THIS 27th DAY OF June, 2016:

PASSED **FAILED**



Renee Reuter, County Council Chair



Pat Schlette, Council Administrative Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 30th DAY OF JUNE, 2016.

THIS BILL WAS _____ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS _____ DAY OF _____, 2016.

Kenneth B. Waller

Kenneth B. Waller, Jefferson County, Missouri, Executive

ATTEST:

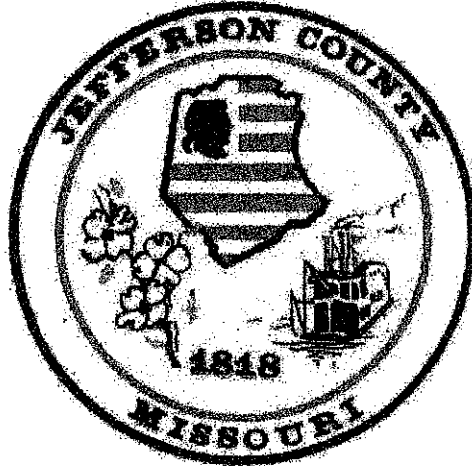
Wes Wagner

Wes Wagner, County Clerk

BY: *Katherine E. Missey*

First Reading: 06-27-2016

PROJECT SPECIFICATIONS
FOR:
Emergency Management Building
Project No. PW16B021BLD



County of Jefferson, Missouri
P.O. BOX 100
HILLSBORO, MO 63050
June 7, 2016

REQUEST FOR BID

BID OF

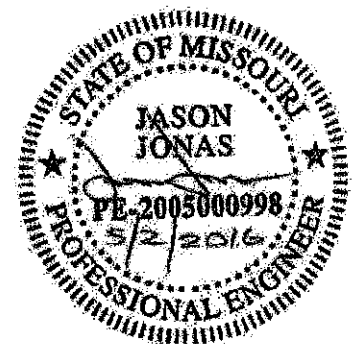
Bidder Name: JACKSON BUILDING GROUP INC.

Bidder Address: 1015 GRUPP ROAD, SUITE 31716, SAINT LOUIS, MISSOURI 63131

APPROVED FOR CONSTRUCTION

BY: _____

DATE: 5/2/2016



NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on June 7, 2016, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened. PREBID MEETING will be held at 1403 Herculaneum, Industrial Drive, Herculaneum, Missouri on May 18th, from 1:00pm -2:30 pm.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes the remodeling of a single story slab on grade, pre-engineered steel building; with all steel siding and roof; with associated electrical/telecommunications, HVAC, and plumbing improvements. The contractor will be responsible for providing the materials and labor necessary to complete the project in a timely manner in accordance with these Specifications and Job Special Provisions. The contractor shall be responsible for arranging delivery of materials to job sites. The bid shall also include disposal of all waste and demolition materials.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Working Days: 75

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day: \$ 700

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
 Cashier's Check

(6) **CERTIFICATIONS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 of the 2011 Missouri Standard Specifications for Highway Construction (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **TAXES:** No bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective Bidder is required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a verified affidavit stating that the applicant does not own any real or personal property in Jefferson County. Tax receipts for the past 3 years are required and may be obtained at <http://jeffersonmo.devnetwedge.com/> or a notarized affidavit stating that the applicant does not own any real or personal property in Jefferson County on company letterhead.

Section 135.040 of the Jefferson County Code of Ordinances (Ord. No. 10-0411) requires that no bid or proposal shall be awarded by Jefferson County unless the prospective Bidder provides proof that the Bidder does not owe delinquent real or personal property, or that the Bidder does not own any real or personal property in Jefferson County. All delinquent real or personal property taxes shall be paid, in-full, prior to the award of any bid, or proof shall be provided that the

Bidder does not own any real or personal property in Jefferson County prior to the award of any bid. Jefferson County considers that the failure to pay any and all real or personal property taxes due Jefferson County, Missouri, the failure to report all real or personal property owned, held or used in Jefferson County, the failure to provide proof thereof, and/or the failure to keep said tax bills current shall be deemed a material breach of the contract and will subject the contract to immediate cancellation. All taxes, due and owing, must be paid in full at the time the bid is awarded by Jefferson County and remain paid during the entire term of the contract unless the prospective Bidder provides proof that the Bidder does not own real or personal property in Jefferson County. This requirement shall not apply to the award of bids for projects which are funded in whole or in part by Federal funds.

(8) **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:** Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

(9) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(10) **PREVAILING WAGE (STATE ONLY):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations. The applicable State Wage Rates for this contract are detailed in the "Annual Wage Order" that is effective 10 calendar days prior to bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(11) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. **The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.**

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(12) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

JACKSON BUILDING GROUP INC., which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

- sole individual
- partnership
- joint venture
- corporation, incorporated under laws of state of MISSOURI

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 7TH day of JUNE 2016.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

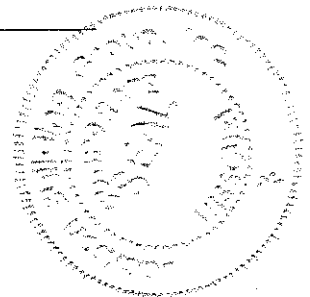
Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

Cynthia Jackson
Signature of Bidder's Owner, Officer, Partner or Authorized Agent

CYNTHIA JACKSON, PRESIDENT
Please print or type name and title of person signing here

Attest:

Ed Jackson ED JACKSON, SECRETARY
Secretary of Corporation if Bidder is a Corporation



Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

BID FORM

TO: JEFFERSON COUNTY, MISSOURI
BID FOR: EMERGENCY MANAGEMENT OPERATION CENTER
PROJECT NO. PW16B021BLD

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and

(b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.

4. Bidder will complete project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Public Works Department and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job: and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

PROPOSAL CLARIFICATIONS:

A. Proposal does not include any costs which may be charged by Ameren for the relocation of the service entrance. This cost agreement will be between Ameren and Jefferson County.

B. JacksonBG will provide new 26 gauge metal siding, color and profile to be similar to existing. To clarify, the specs call for a 20 gauge siding, but this appears to not be possible in this profile. Additionally, the manufacturer's standard colors for the siding will be similar, but may not match exactly.

Emergency Management Operation Center- PW16B021BLD

Phase 2 Lump Sum Bid

Total Phase 2 Cost \$ 252,900.00

Phase 3 Lump Sum Bid **

Total Phase 3 Cost ** \$ 18,100.00 **(Optional bid)**

**** Phase 3 is optional and may not be awarded if funding constraints.**

NOTICE TO BIDDER - Bidders must complete the above section in its entirety.

5. BIDDER agrees that the work will be completed within the working days assigned or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred (\$700.00) for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

6. Communications concerning this Bid shall be addressed to the following:

Address: 1015 GRUPP ROAD, SUITE 31716

SAINT LOUIS, MISSOURI 63131

7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

8. **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 of the 2011 Missouri Standard Specifications for Highway Construction (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

9. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date:

Number:

May 12, 2017

1

May 17, 2016

2

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

SUBMITTED on June 7, 2016

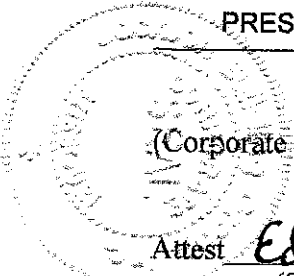
By JACKSON BUILDING GROUP INC.
(Corporation Name)

MISSOURI
(State of incorporation)

By Cynthia Jackson CYNTHIA JACKSON
(Name of person authorized to sign) (Signature and typed)

PRESIDENT
(Title)

(Corporate Seal)



Attest Ed Jackson ED JACKSON
(Secretary) (Signature and typed)

Business address: 1015 GRUPP ROAD, SUITE 31716
SAINT LOUIS, MISSOURI 63131

Phone No.: 314-578-6633

BID BOND

Suitable bid security in the amount of:

Twelve thousand, six hundred forty five dollars

(\$ 12,645.00) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME JACKSON BUILDING GROUP INC.

BY *Cynthia Jackson* CYNTHIA JACKSON

TITLE PRESIDENT

ATTEST *Ed Jackson* ED JACKSON

TITLE SECRETARY

ADDRESS 1015 GRUPP ROAD, SUITE 31716
SAINT LOUIS, MISSOURI 63131

TELEPHONE 314-578-6633



Contractors Bonding and Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

BID BOND

Bond No. LSM0782014

KNOW ALL MEN BY THESE PRESENTS,

That We, Jackson Building Group
 of 1015 Grupp Road, Suite 21716
Saint Louis, MO 63131

as Principal, and Contractors Bonding and Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
 do business in the State of Missouri, are held and firmly bound unto
Jefferson County, as Obligee, in the penal sum of
5% of Total Amount Bid

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a proposal or a bid to the Obligee on a contract for

Renovation of PEMB w/electrical/telecommunications, HVAC & plumbing

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

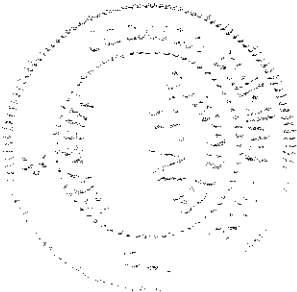
SIGNED, SEALED AND DATED this 7th day of June, 2016.

Jackson Building Group
Principal

By: Cynthia Jackson

Contractors Bonding and Insurance Company

By: Joe Pagano Attorney in Fact





Contractors Bonding and Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Bond No. LSM0782014

Know All Men by These Presents:

That the Contractors Bonding and Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Joe Pagano in the City of Saint Louis, State of Missouri, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Jackson Building Group
Obligee: Jefferson County
Bond Amount: 5% of Total Amount Bid

The Contractors Bonding and Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of Contractors Bonding and Insurance Company, and now in force to-wit:

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

IN WITNESS WHEREOF, the Contractors Bonding and Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 7th day of June, 2016.

ATTEST:

Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



Contractors Bonding and Insurance Company
B. W. Davis
 Barton W. Davis Vice President

On this 7th day of June, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said Contractors Bonding and Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public



BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF MISSOURI)
) SS.
COUNTY OF SAINT LOUIS)

On this 6TH day of JUNE 20 16, before me appeared CYNTHIA JACKSON to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and


(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the PRESIDENT
(President or other agent)

of JACKSON BUILDING GROUP INC.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at SAINT LOUIS COUNTY, MISSOURI
The day and year first above written.

(SEAL)  Bonita Barr
Notary Public

My commission expires May 17 20 18

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

STATE OF MISSOURI)
) ss
COUNTY OF SAINT LOUIS)

On the 6TH day of JUNE, 2016, before me appeared CYNTHIA JACKSON, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
I, the Affiant, am the PRESIDENT of JACKSON BUILDING GROUP, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

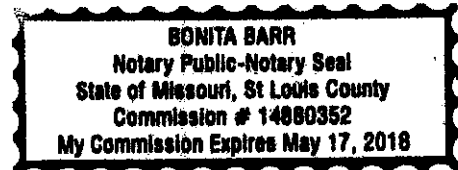
Affiant Signature

Subscribed and sworn to before me in SAINT LOUIS COUNTY, MO, the day and year first above-written.
city (or county) state

[Handwritten Signature]
Notary Public

My commission expires: May 17, 2018

[documentation of enrollment/participation in a federal work authorization program attached]





Company ID Number: 897822

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 897822

Approved by:

Employer Jackson Building Group	
Name (Please Type or Print) Cynthia Jackson	Title
Signature Electronically Signed	Date 07/29/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/31/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE SOURCE INC 4111 TELEGRAPH RD. SUITE 200 ST LOUIS MO 63129-2755	CONTACT NAME: *Pagano, Joseph PHONE (A/C, No. Ext): (314) 416-2600 E-MAIL ADDRESS: jpagano@theinsurancesource.com	FAX (A/C, No): (314) 416-1011	
	INSURER(S) AFFORDING COVERAGE		
INSURED Jackson Building Group Inc 1015 Grupp Road, Suite 31716 Saint Louis MO 63131	INSURER A: Gemini Insurance/RSI		NAIC #
	INSURER B: Progressive		24260
	INSURER C: Acceptance Indemnity/RSI		
	INSURER D: Missouri Employers Mutual		10191
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: CL161612359

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			VIGP017251	12/16/2015	12/16/2016	EACH OCCURRENCE \$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000	
							MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							\$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			02809241-0	12/16/2015	6/16/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
							Underinsured motorist \$ 100,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			XL0007423	12/16/2015	12/16/2016	EACH OCCURRENCE \$ 2,000,000	
							AGGREGATE \$ 2,000,000	
							\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEM2018846-00	12/16/2015	12/16/2016	PER STATUTE OTH-ER	
								E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph Pagano/PAGANO

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Subcontractors JeffCo EMOC:

Summit Electric	2610 Summit View Drive	Barnhart, MO 63012
Gateway Acoustics & Interiors Inc.	248 Old Sulphur Springs Road	Manchester, MO 63021
Flooring Systems Inc.	4130 Meramec Bottom Road	Fenton, MO 63129
D&L Painting and Drywall	PO Box 142853	St. Louis, MO 63114
SMCI Sheet Metal Contractors Inc.	1661 Veterans Drive / PO Box 700	DeSoto, MO 63020
TAO Enterprises	P. O. Box 29288	St. Louis, MO 63126