

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

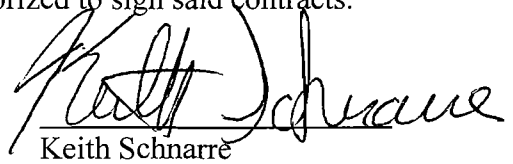
Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

the following, among other proceedings, were had, viz:

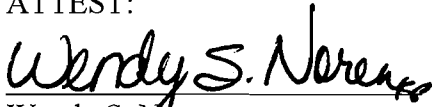
Now on this day the County Commission of the County of Boone does hereby award Bid 46-29JUN06 Boone Industrial Park Road Improvement Project to Lehman Construction, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 13th day of July 2006.

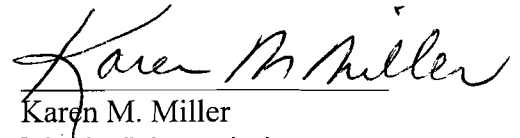


Keith Schnarre
Presiding Commissioner

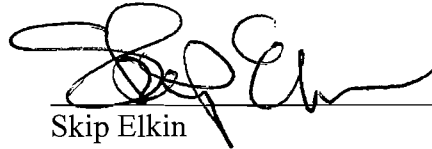
ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Lehman Construction, LLC** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 46-29JUN06
Boone Industrial Park Road Improvement Project
Project No. 06-375
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes Base Bid in the amount of \$380,975.00 and Alternate 1 in the amount of \$122,979.30 for a total contract amount of \$503,954.30.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions
20. Plan Sheets

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri

Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Five Hundred Three Thousand Nine Hundred Fifty Four Dollars and Thirty Cents (\$503,954.30)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 7-13-06 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy Noren, County Clerk

CONTRACTOR: Lehman Construction, LLC

By: [Signature]
Authorized Representative Signature

By: KENNY LEHMAN
Authorized Representative Printed Name

Title: VICE PRESIDENT

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

James E. Pitchford
Signature by egj

7/11/06
Date

2045/71100 - \$503,954.30

Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Lehman Construction, LLC

603 Russellville Rd., California, MO 65018

as Principal, hereinafter called Contractor, and United Fire & Casualty Company

a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of Five Hundred Three Thousand Nine Hundred Fifty Four and 30/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 13, 2006 entered into a
Contract with Owner for:

BID NUMBER 46-29JUN06
Boone Industrial Park Road Improvement Project
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by Owner and Surety of the lowest responsible bidder,
arrange for a Contract between such bidder and Owner, and make available as work progresses
(even though there should be a default of a succession of defaults under the Contract or Contracts
of completion arranged under this paragraph) sufficient fund to pay the cost of completion less
the balance of the Contract price, but not exceeding, including other costs and damages for which
the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term
"balance of the Contract price", as used in this paragraph, shall mean the total amount payable by
Owner to Contractor under the Contract and any amendments thereto, less the amount properly
paid by Owner to Contractor.


Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

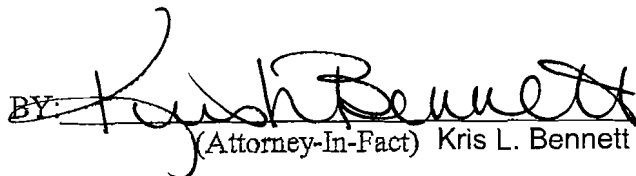
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO, on this 13th day of July, 2006.

Lehman Construction, LLC
(Contractor)

(SEAL)

BY: 
KENJI LEHMAN VICE PRESIDENT
United Fire & Casualty Company
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Lehman Construction, LLC
603 Russellville Road, California, MO 65018,
as Principal, hereinafter called Contractor, and United Fire & Casualty Company

a corporation organized under the laws of the State of Iowa, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of Five Hundred Three

Thousand Nine Hundred Fifty Four Dollars and 30/100 DOLLARS

(\$ 503,954.30), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated July 13, 2006 entered
into a contract with Owner for

BID NUMBER 46-29JUN06
Boone Industrial Park Road Improvement Project
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

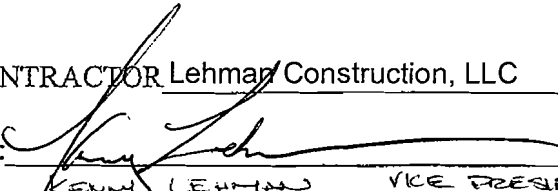
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, MO on this 13th day of July 2006.

CONTRACTOR Lehman Construction, LLC (SEAL)

BY: 
KENNY LEHMAN VICE PRESIDENT

SURETY COMPANY United Fire & Casualty Company

BY: 
(Attorney-In-Fact) Kris L. Bennett

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole

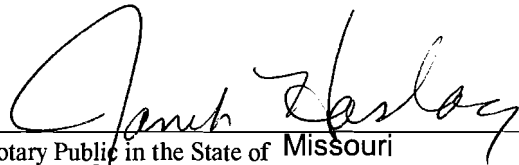


ss.

On this 13th day of July, 2006, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of United Fire & Casualty Company

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Notary Public in the State of Missouri
County of Osage

(Seal)

JANET HASLAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF OSAGE
My Commission Expires: October 18, 2006

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

NOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LOUIS A. LANDWEHR, OR CHARLES E. TRABUE, OR KRIS L. BENNETT, OR BEV J. BACKERS, ALL INDIVIDUALLY of JEFFERSON CITY MO

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of October, 2003



UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 19th day of October, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 13th day of July 2006.



David A. Gray Secretary

UNITED FIRE & CASUALTY COMPANY - UNITED LIFE INSURANCE COMPANY
118 Second Avenue, S.E. Post Office Box 73909 Cedar Rapids, Iowa 52407

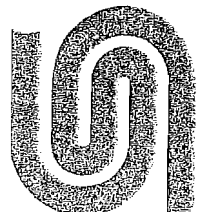
NOTICE TO MISSOURI SURETY BOND HOLDERS

Should you have a question about your bond or policy, please contact your insurance agent first.

If you are unable to contact or obtain information from your agent, you may contact our company at the address and phone number below:

United Fire & Casualty Company
ATTENTION: Bond Department
P.O. Box 73909
Cedar Rapids, Iowa 52407

800-343-9130



PH: 319-399-5700
FAX: 319-399-5499

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RJ
LEHMA-1

DATE (MM/DD/YYYY)
07/20/06

PRODUCER
Winter-Dent & Company
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Lehman Construction, LLC
603 Russellville Road
California MO 65018

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Company	13021
INSURER B: MO Employers Mutual Ins. Co.	10191
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60321119	03/28/06	03/28/07	EACH OCCURRENCE	\$ 1000000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60321119	03/28/06	03/28/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	60321119	03/28/06	03/28/07	EACH OCCURRENCE	\$ 1000000
						AGGREGATE	\$ 1000000
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	1012789	03/28/06	03/28/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 500000
						E.L. DISEASE - EA EMPLOYEE	\$ 500000
						E.L. DISEASE - POLICY LIMIT	\$ 500000
A		Leased/Rented	60321119	03/28/06	03/28/07	\$500 ded	350000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 RE: Bid Number 46-29-JUN06, Boone Industrial Park Road Improvement Project, Project No. 06-375, Boone County, MO. Boone County, MO is an additional insured as regards the above referenced project.

CERTIFICATE HOLDER

BOONE18

Boone County Commission of Columbia, Missouri
601 E. Walnut- 2nd Floor
Columbia MO 65201

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
Jane Jones



INSURANCE BINDER

OP ID RJ

DATE (MM/DD/YYYY)
07/21/2006**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

AGENCY W. er-Dent & Company P.O. Box 1046 Jefferson City MO 65102-1046		COMPANY United Fire & Casualty Company		BINDER # 10152	
PHONE (A/C, No, Ext): 573-634-2122		FAX (A/C, No): 573-636-7500		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BNDR-OCF-UNF	
CODE: 080277		SUB CODE:		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	
AGENCY CUSTOMER ID: LEHMA-1		INSURED Boone County Commission Boone County Purchasing 601 E. Walnut, Room 209 Columbia MO 65201		OCP for Boone Industrial Park Road Improvement Project, Project #06-375.	
		DATE EFFECTIVE TIME		EXPIRATION DATE TIME	
		07/21/06 12:01		09/21/06	
		<input checked="" type="checkbox"/> AM		<input checked="" type="checkbox"/> 12:01 AM	
		<input type="checkbox"/> PM		<input type="checkbox"/> NOON	

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner & Contractor Prot.	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES				ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/ OTHER COVERAGES	Lehman Construction LLC is responsible for payment of premium and audit.			FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

		<input type="checkbox"/> MORTGAGEE		<input type="checkbox"/> ADDITIONAL INSURED	
		<input type="checkbox"/> LOSS PAYEE			
		LOAN #			
		AUTHORIZED REPRESENTATIVE <i>Jan Louis Russell</i>			

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RJ
LEHMA-1

DATE (MM/DD/YYYY)
07/20/06

PRODUCER
Winter-Dent & Company
P.O. Box 1046
Jefferson City MO 65102-1046
Phone: 573-634-2122 Fax: 573-636-7500

INSURED
Lehman Construction, LLC
603 Russellville Road
California MO 65018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Company	13021
INSURER B: MO Employers Mutual Ins. Co.	10191
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	60321119	03/28/06	03/28/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
		<input checked="" type="checkbox"/> XCU Included				PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	60321119	03/28/06	03/28/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A	X	EXCESS/UMBRELLA LIABILITY	60321119	03/28/06	03/28/07	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1000000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$10000					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1012789	03/28/06	03/28/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 500000
		OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 500000
A		Leased/Rented	60321119	03/28/06	03/28/07	\$500 ded	350000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Bid Number 46-29-JUN06, Boone Industrial Park Road Improvement Project, Project No. 06-375, Boone County, MO. Boone County, MO is an additional insured as regards the above referenced project.

CERTIFICATE HOLDER

CANCELLATION

BOONE18

Boone County Commission of Columbia, Missouri
601 E. Walnut- 2nd Floor
Columbia MO 65201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Janice Jones



INSURANCE BINDER

OP ID RJ

DATE (MM/DD/YYYY)
07/21/2006

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.				
AGENCY W. er-Dent & Company P.O. Box 1046 Jefferson City MO 65102-1046		COMPANY United Fire & Casualty Company		BINDER # 10152
PHONE (A/C, No, Ext): 573-634-2122		FAX (A/C, No): 573-636-7500		
CODE: 080277	SUB CODE:	THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #: BNDR-OCF-UNF		
AGENCY CUSTOMER ID: LEHMA-1		DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		
INSURED Boone County Commission Boone County Purchasing 601 E. Walnut, Room 209 Columbia MO 65201		OCP for Boone Industrial Park Road Improvement Project, Project #06-375.		

COVERAGES**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner & Contractor Prot.	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2000000 PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/ OTHER COVERAGES Lehman Construction LLC is responsible for payment of premium and audit.				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

NAME & ADDRESS

	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
	AUTHORIZED REPRESENTATIVE <i>Jane Louise Russell</i>	

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

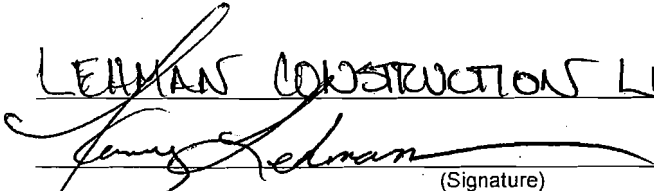
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: LEHMAN CONSTRUCTIONS LLC

By: 
(Signature)

KENNEY LEHMAN
(Print or Type Name)

Title: VICE PRESIDENT

Address: 603 BUSSELVILLE ROAD

City, State, Zip: CALIFORNIA, MISSOURI 65018

Phone: (573) 796-8101

Fax: (573) 796-8293

Date: JUNE 29th 2006

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **BOONE INDUSTRIAL PARK -
ROAD IMPROVEMENT PROJECT**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004**, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used 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 the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of \$250.00 dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.



UNITED FIRE & CASUALTY COMPANY
CEDAR RAPIDS, IOWA

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A 310 February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS, that we Lehman Construction, LLC
603 Russellville Road, California, MO 65018

_____ as Principal, hereinafter called the Principal,
and the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized under the laws of the State of IOWA,
as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County Commission

_____ as Obligee, hereinafter called the Obligee,
in the sum of Five Percent of Amount Bid Dollars

(\$ 5%), for the payment of which sum well and truly to be made, the said principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
sents.

WHEREAS, the Principal has submitted a bid for Boone Industrial Park - Road Improvement Project

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

Signed and sealed this 29th day of June A. D. 2006,

[Signature]
(WITNESS)

Lehman Construction, LLC (Seal)
(PRINCIPAL)

[Signature]
KENNEDY LEHMAN (TITLE)
VICE PRESIDENT

[Signature]
(WITNESS)

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

By [Signature]
Kris L. Bennett (ATTORNEY-IN-FACT)

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole

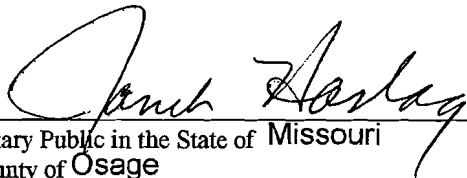
} ss.

On this 29th day of June, 2006, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of United Fire & Casualty Company

_____, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(Seal)



Notary Public in the State of Missouri
County of Osage

JANET HASLAG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF OSAGE
My Commission Expires: October 18, 2006

UNITED FIRE & CASUALTY COMPANY
HOME OFFICE - CEDAR RAPIDS, IOWA
CERTIFIED COPY OF POWER OF ATTORNEY
(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint LOUIS A. LANDWEHR, OR CHARLES E. TRABUE, OR KRIS L. BENNETT, OR BEV J. BACKERS, ALL INDIVIDUALLY of JEFFERSON CITY MO

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: Any and All Bonds and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 19th day of October, 2003



UNITED FIRE & CASUALTY COMPANY

By *Randy A. Ramlo* Vice President

State of Iowa, County of Linn, ss:

On 19th day of October, 2003, before me personally came Randy A. Ramlo to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Mary A. Jansen
Notary Public
My commission expires: 10/26/2007

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the by-laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 29th day of June 2006.



Paul A. Jorgensen Secretary

UNITED FIRE & CASUALTY COMPANY □ UNITED LIFE INSURANCE COMPANY
118 Second Avenue, S.E. Post Office Box 73909 Cedar Rapids, Iowa 52407

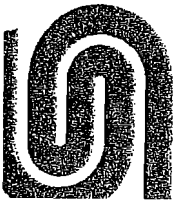
NOTICE TO MISSOURI SURETY BOND HOLDERS

Should you have a question about your bond or policy, please contact your insurance agent first.

If you are unable to contact or obtain information from your agent, you may contact our company at the address and phone number below:

United Fire & Casualty Company
ATTENTION: Bond Department
P.O. Box 73909
Cedar Rapids, Iowa 52407

800-343-9130



PH: 319-399-5700
FAX: 319-399-5400

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: LEHMAN CONSTRUCTION LLC
2. Business Address: 605 RUSSELLVILLE ROAD
CALIFORNIA, MISSOURI 65018
3. When Organized: 1998
4. When Incorporated: NOT
5. If not incorporated, state type of business and provide your federal tax identification number:
LLC 481860133 LIMITED LIABILITY COMPANY
6. Number of years engaged in contracting business under present firm name:
8 YEARS - LEHMAN CONSTRUCTION
7. If you have done business under a different name, please give name and location:
NO
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED
12. List of projects currently in progress: 1. MO DOT SALINE CO RT BUS 65 JEP0702
2. UMC 2006 SUMMER PAVING PROJECT

* Attach additional sheets as necessary *

Lehman Construction, LLC

PHONE (573) 796-8101
FAX: (573) 796-8293
603 RUSSELLVILLE ROAD
CALIFORNIA MO. 65018

1 Financial References:

Bank:
Commerce bank, California MO
209 E Main St
California MO 65018
(573) 796-8915

Officer – Cory Field or Bonnie George

We will authorize any information you may need. If further information is needed, such as a financial statement, one can be provided upon request.

SUPERVISION AND PROJECT MANAGEMENT

2 Supervisory Personnel Experience

Project managers

- Kenny Dean: 25 years experience in iron work, concrete, water, waste water, excavation
- Kenny Lehman: 20 years experience in water, utilities, wastewater, and concrete excavation
- John Kirchoff: 27 years experience in excavation, utilities, and concrete
- Shannon Jenkins: 20 years experience in excavation, utility reconstruction, site work, concrete and heavy highway
- Shayne Burger: 20 years water, sewer, site work, concrete, and carpentry

COMPANY OWNED EQUIPMENT FOR CONSTRUCTION

2005 Komatsu PC300 LC-7 excavator with 7000LB rock break hammer
2005 Komatsu PC200 LC-7 excavator with 5000LB rock break hammer
2005 Komatsu PC160 LC-7 excavator
2005 Kubota excavator
2000 New Holland mini-excavator
2003 Gomaco GT3600 curb machine
2004 Case 580 4x4 super M+ extend-a-hoe
2004 Case 580 4x4 super M+ extend-a-hoe
2005 John Deere 310S Backhoe
2001 IngersolRand vibratory compactor / sheeps foot roller 5020
2003 Case 95XT skidsteer with 1200 LB breaker
2004 Case 70XT skidsteer loader
2005 Case 450 skidloader
2005 Case 464 skidloader
1978 International tandem dumptruck
1984 International tandem dumptruck
1988 Ford tandem dumptruck
1996 International dumptruck
2003 John Deer 450 LWP dozer
2003 Chevrolet 2500 4x4 pick-ups (1)
2004 Chevrolet 2500 4x4 pick-ups (2)
2005 Chevrolet 3500 4x4 pick-ups (2)

Trailer mount 5" pump (gas powered)
Portable 3" pump (gas powered)
Portable 2" pump (gas powered)
Portable 2" pump (electric powered submersible)

16' x 8', 16'x6' and 16' x 4' trench stackable OSHA Approved safety boxes
Piling and shoring needed for excavation capable of meeting OSHA's safety regulations.

4 Work History of company projects completed:

Year	Contract value	Scope of Project	Contact Person
2005	\$1,800,000	Hubbard Park CSO Separation Contract No. 2 Sanitary Sewer Improvements Owner: City of Sedalia Engineer: Burns and McDonnell Engineering Scope: Installation of approximately 7,700 LF of Sanitary Sewer main with all necessary manholes and connections	Wayne Dillard (816)-822-3204 Project Manager
2004	\$960,000	Willcoxon East High Street Storm/Sanitary Sewer Improvements Owner: City of Jefferson Engineer: City of Jefferson Engineering Scope: Complete reconstruction of East High including retaining wall, sanitary sewer, storm water, concrete and asphalt paving, large excavation	Contact Person Matt Morash Dept Director Engineer Or John Voss Inspector (573)291-1360
2004	\$330,000	City of Jamestown water system improvements CDBG 2001-PF-52 Owner: City of Jamestown Engineer: MECO Scope: Replaced City water mains, service connection, and road bores	Linda Logan (573) 893-5558 Engineer for project
2004	\$320,000	Sunset Lake Road and Stormwater Improvements #32076 Owner: City of Jefferson Engineer: City of Jefferson Engineering Scope: Complete storm sewer, sanitary sewer, water, and road construction	Matt Morash (573) 634-6410 Dept Director Engineer Or John Voss Inspector (573)291-1360
2004	\$340,000	Boones Landing foundation subcontract Owner: Colson and Colson Engineer: Scope: Footing, foundations, and structural along with floors, patios, and sidewalks, large amount of foundation wall and structural concrete	Terry Johnson (503) 559-7415 General Contractor
2002	\$540,000	Clarifier #3 Lake Ozark Osage Beach Joint Treatment Facility Owner: Lake Ozark Osage Beach JTPD Engineer: Harms Inc – Eldon, MO Scope: Concrete, piping, mechanical work to construct a 86' diameter reinforced concrete clarifier, equipment for unit valves, piping, and tie-ins to existing	Jerry Harms (573) 392-3312 Engineer

Work history of completed projects for the City of Osage Beach MO

Year	Value	Job name / Description	Contact person(s)
2001	\$225,000	Dude Ranch / Passover Rd -- Chemical Feed Facility	Nick Edelman or Shelly Hall City of Osage Beach Engineering Department (573) 302-2042 Eric Hibdon Archer Engineers (573) 348 - 3222
2002	\$196,000	Rock Lane Road and Water Improvements	
2004	\$143,000	Aqua Drive Roadway	
2004	\$360,000	Sunset Drive 0B04-004 Roadway Improvements	

Other projects completed:

Year	Project	Owner	Engineer	Value
1999	Cole R-5 Waste Water Treatment Plant	R-5 Cole County Eugene, MO	ESS David Bennet	\$195,000
1999	Proctor Park Sanitary Sewer Extension and Truck Main	City of California	Jerry Harms	\$190,000
2000	Hwy 100 Water and Sewer Relocations	City of Chamois	Trabue, Hansen, and Hinshaw	\$60,000
2004	North Hickman Sanitary Sewer Extension	City of Centralia		\$66,000

**Street Reconstruction/Box Culverts/Bridge Rehabilitation/Development
2000, 2001, 2002, 2003**

2000-2003	Cooper County Box Culverts and Low water crossings (Various Contracts)	Cooper County	Wilber Volinrath	\$400,000
2002	City of Boonville 2 nd street reconstruction	All State Consultants	Chayd Sayre	\$191,000
2002	Hiesinger Pedestrian / Bike Trail	MECO	Linda Logan	\$140,000
2003	Habitat for Humanity Pike and Oregon Development Storm / Sanitary Sewer and Street Construction	CMPS		\$126,000
2003	Osage Hills Road Embankment Stabilization	Harms		\$88,280

If you have any questions, please contact Kenny Lehman at office (573) 796-8101 or cell (573) 659-1829. Thank You.

BID FORM
BOONE INDUSTRIAL PARK -
ROAD IMPROVEMENT PROJECT
Project No. 06-375

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BOONE INDUSTRIAL PARK - ROAD IMPROVEMENT PROJECT
BASE BID

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	Mobilization	LS	1	\$20,000 ⁰⁰	\$20,000 ⁰⁰
2	Traffic Control	LS	1	\$12,000 ⁰⁰	\$12,000 ⁰⁰
3	Restoration	LS	1	\$7,500 ⁰⁰	\$7,500 ⁰⁰
4	Construction Staking	LS	1	\$5,000 ⁰⁰	\$5,000 ⁰⁰
5	Silt Fence	LF	140	\$3 ²⁵	\$455 ⁰⁰
6	Straw Bale Ditch Check	EA	2	\$50 ⁰⁰	\$100 ⁰⁰
7	Storm Drain Inlet Protection	EA	7	\$100 ⁰⁰	\$700 ⁰⁰
8	Erosion Control Blanket	SY	240	\$3 ⁰⁰	\$720 ⁰⁰
9	Excavation	CY	128	\$6 ⁰⁰	\$768 ⁰⁰
10	Embankment	CY	883	\$4 ⁰⁰	\$3,532 ⁰⁰
11	Remove PCC Pavement	SY	3168	\$8 ⁰⁰	\$25,344 ⁰⁰
12	Remove PCC Driveway	SY	513	\$10 ⁰⁰	\$5,130 ⁰⁰
13	7" PCC Pavement	SY	3168	\$52 ⁰⁰	\$164,736 ⁰⁰
14	7" PCC Driveway	SY	416	\$58 ⁰⁰	\$24,128 ⁰⁰
15	Subgrade Stabilization	SY	1584	\$20 ⁰⁰	\$31,680 ⁰⁰
16	Temporary Surfacing (7" Gravel)	SY	400	\$7 ⁰⁰	\$2,800 ⁰⁰
17	Adjust Utility to Grade	EA	2	\$750 ⁰⁰	\$1,500 ⁰⁰
18	15" Zinc-Coated CMP	LF	38	\$30 ⁰⁰	\$1,140 ⁰⁰
19	15" Poly-Coated CMP	LF	72	\$32 ⁰⁰	\$2,304 ⁰⁰
20	18" Poly-Coated CMP	LF	42	\$35 ⁰⁰	\$1,470 ⁰⁰
21	24" Zinc-Coated CMP	LF	442	\$35 ⁰⁰	\$15,470 ⁰⁰
22	24" Poly-Coated CMP	LF	120	\$50 ⁰⁰	\$6,000 ⁰⁰
23	72" Poly-Coated CMP	LF	110	\$250 ⁰⁰	\$27,500 ⁰⁰
24	15" Mitered End Section	EA	1	\$250 ⁰⁰	\$250 ⁰⁰
25	24" Mitered End Section	EA	2	\$350 ⁰⁰	\$700 ⁰⁰
26	4'x4' Type M Inlet	EA	1	\$1,800 ⁰⁰	\$1,800 ⁰⁰
27	6'x4' Type M Inlet	EA	2	\$2,400 ⁰⁰	\$4,800 ⁰⁰
28	8'x4' Type M Inlet	EA	1	\$2,900 ⁰⁰	\$2,900 ⁰⁰
29	4'x4' Modified Type M	EA	3	\$2,000 ⁰⁰	\$6,000 ⁰⁰
30	Type 1 Rock Blanket	CY	6	\$70 ⁰⁰	\$420 ⁰⁰
31	Type 2 Rock Blanket	CY	65	\$60 ⁰⁰	\$3,900 ⁰⁰
32	Filter Fabric	SY	114	\$2 ⁰⁰	\$228 ⁰⁰
BASE BID TOTAL					\$380,975⁰⁰

**BOONE INDUSTRIAL PARK – ROAD IMPROVEMENT PROJECT
ADDITIVE ALTERNATE BID #1**

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
33	Remove PCC Pavement	SY	3221	\$8 ⁰⁰	\$25,768 ⁰⁰
34	Remove PCC Driveway	SY	217	\$10 ⁰⁰	\$2,170 ⁰⁰
35	7" PCC Pavement Patch	SY	3714	\$52 ⁰⁰	\$193,128 ⁰⁰
36	7" PCC Driveway	SY	268	\$58 ⁰⁰	\$15,544 ⁰⁰
37	Subgrade Stabilization	SY	1857	\$20 ⁰⁰	\$37,140 ⁰⁰
ADDITIVE ALTERNATE #1 TOTAL					\$273,750⁰⁰

**BOONE INDUSTRIAL PARK – ROAD IMPROVEMENT PROJECT
ADDITIVE ALTERNATE BID #2**

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
38	Clean & Seal Existing Cracks/Joints	LS	1	\$30,000 ⁰⁰	\$30,000 ⁰⁰
ADDITIVE ALTERNATE #2 TOTAL					\$30,000⁰⁰

The 7" concrete pavement repairs include the removal and replacement of failed concrete panels as shown on the drawings or directed by the Boone County Engineer. The final quantity and locations of panel replacements will be determined by the Boone County Engineer based on budgetary constraints. The unit prices submitted shall be applicable to any location along Boone Industrial and Interstate Drive within the project limits.

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
	# 1

COMPANY NAME: LEHMAN CONSTRUCTION LLC

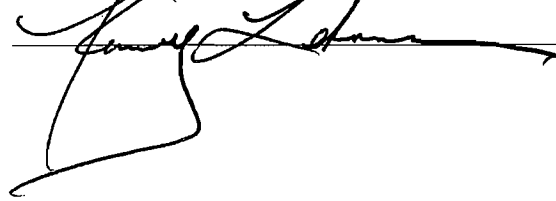
ADDRESS: 603 ROSSELLVILLE ROAD

CITY, STATE, ZIP CALIFORNIA, MISSOURI 65018

PHONE NUMBER: (573) 796-8101

AUTHORIZED REPRESENTATIVE: KENNY LEHMAN

TITLE: VICE PRESIDENT

SIGNATURE: 

**CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #46-29JUN06 Boone Industrial Park-Road Improvement Project**

**ADDENDUM #1
(Issued June 22, 2006)**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding and is hereby incorporated into and made a part of the Contract Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

BID DOCUMENTS:

1. On page 16.1 under SPECIAL PROVISIONS of the Bid Documents, under point #6, add the statement "The 4" of type 1 aggregate shall be incidental to the cost of 7" P.C.C. Pavement."
2. On dwg. C501 sheet 11 of 14 of the plan sheets, detail #3 INTEGRAL ROLL-BACK CURB, change the thickness of the type 1 aggregate from 6" to 4".
3. On dwg. C501, sheet 11 of 14 of the plan sheets, detail #4 INTEGRAL BARRIER CURB, delete in its entirety the note "Type 5 Aggregate" and replace with "Type 1 Aggregate." Also on that dwg., sheet 11 of 14 of the plan sheets, change the thickness of the type 1 aggregate from 6" to 4".
4. CLARIFICATION: The end treatment for the 72' CMP's shall be straight mitered to match the proposed 3:1 slopes in the extension portion of Interstate Drive. The remaining curbs proposed for this project shall have a mitered end section as shown in detail 2 on page C504, sheet 14 of 14 of the plan sheets labeled CMP MITERED END SECTION.
5. On page 15.18 under TECHNICAL SPECIFICATIONS of the Bid Documents, under PART 1 - GENERAL/1.01 SECTION INCLUDES, delete in its entirety the statement "A. Installation of geotextile fabric for reinforcement of subgrade" and replace with "A. Installation of geogrid and geotextile fabric for reinforcement of subgrade."
6. On page 15.18 under TECHNICAL SPECIFICATIONS of the Bid Documents, under PART 1 - GENERAL/1.02 WORK INCLUDED, delete in its entirety the statement "A. Furnishing and placing geotextile fabric for the reinforcement of subgrade" and replace with "A. Furnishing and placing geogrid and geotextile fabric for the reinforcement of subgrade."
7. On page 15.18 under TECHNICAL SPECIFICATIONS of the Bid Documents, under PART 1 - PRODUCTS/2.01 GEOTEXTILE FABRIC, section A, delete the words "granular base" and replace with "geogrid."
8. On page 15.18 under TECHNICAL SPECIFICATIONS of the Bid Documents, under PART 2 - PRODUCTS, add a section "2.02 GEGRID" and add the following sections:
 - A. Install the geogrid between the geotextile and the granular base as shown in the details of the plans.
 - B. Geogrid will be Tensar BX 1100, Mirafi Miragrid 3XT, or approved equal.
9. On page 16.1 under SPECIAL PROVISIONS of the Bid Documents, add point #7: "Contractor shall provide the means, methods, traffic control, and phasing as a submittal for the County Engineer's review prior to start of construction. The contractor shall allow for continuous access to roadways and property with notification to property owners and tenants 72 hours in advance of their driveway closure. High early strength concrete is permitted on driveways and roadways."
10. The attached drawing listed "ADD #1", which is part of this addendum, shows changes to the design of the southwest corner of the intersection, specifically the radius and the transition to the adjacent driveway.

By:


Heather Turner, CPPB
Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #46-29JUN06 Boone Industrial Park-Road Improvement Project, receipt of which is hereby acknowledged:

Company Name: LEHMAN CONSTRUCTION LLC

Address: 603 ROSSVILLE ROAD

CALIFORNIA, MO 65018

Phone Number: 573-796-8101

Fax Number: (573) 796-8293

Authorized Representative Signature: 

Date: JUNE 29th 2006

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF MONITEAU

Kenny Lehman, being first duly sworn, deposes and

says that he is VICE PRESIDENT
(Title of Person Signing)

of LEHMAN CONSTRUCTION LLC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]
By _____
By _____

Sworn to before me this 29th day of June, 20 06

Bonnie George
Notary Public

My Commission Expires 4/29/08

BONNIE J. GEORGE
Notary Public - Notary Seal
STATE OF MISSOURI
Moniteau County
My Commission Expires: April 29, 2008

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- () sole individual partnership () joint venture
() corporation, incorporated under laws of the state of _____

Dated _____, 20____
Name of individual, all partners, or joint venturers:

Address of each:

JENNIFER LEHMAN

2705 HUXY 87 CALIFORNIA, MO 65018

KENNY LEHMAN

2705 HUXY 87 CALIFORNIA, MO 65018

doing business under the name of:

Address of principal place of business in Missouri:

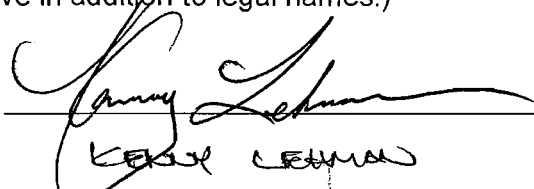
LEHMAN CONSTRUCTION LLC

603 ROSSELVILLE ROAD

CALIFORNIA, MISSOURI 65018

(If using a fictitious name, show this name above in addition to legal names.)

(If a corporation - show its name above)


KENNY LEHMAN

ATTEST:


(Secretary)

VICE PRESIDENT
(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. 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 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of MONITEAU

On this _____ day of JUNE, 20 06

before me appeared KENNY LEHMAN to me personally known, who, being by me first duly sworn, did say that he executed the foregoing 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 of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

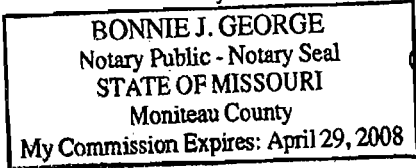
(if a sole individual) acknowledged that he executed the same as his free act and deed.

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

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

of LEHMAN CONSTRUCTION LLC; 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 California, Missouri the day and year first above written.



(SEAL)

Bonnie J. George

Notary Public

My Commission expires April 29, 20 08.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

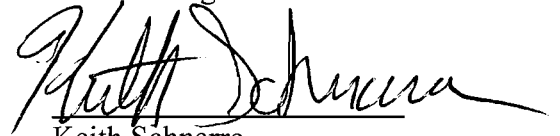
Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

the following, among other proceedings, were had, viz:

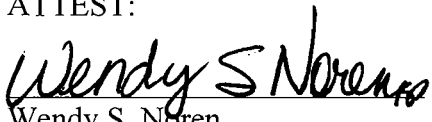
Now on this day the County Commission of the County of Boone does hereby award Bid 45-29JUN06 Lake of the Woods Pavement & Drainage Improvements to Steve & Associates, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 13th day of July 2006.

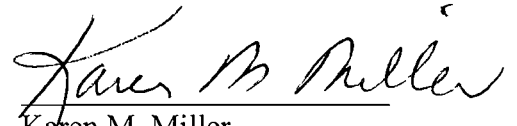


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Steve & Associates, Inc.** (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 45-29JUN06
Lake of the Woods Pavement & Drainage Improvements-Phase II
 Project No. 06-374
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes Base Bid Part I in the amount of \$333,494.30 and Base Bid Part II in the amount of \$12,551.40 for a total contract amount of \$346,045.70.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidders Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Contract Agreement
12. Performance Bond
13. Labor & Material Payment Bond
14. General Specifications
15. Technical Specifications
16. Special Provisions
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 12
19. Boone County Standard Terms and Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount:

Three Hundred Forty Six Thousand Forty Five Dollars and Seventy Cents (\$346,045.70)

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on July 13 2006 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI
By: [Signature]
Keith Schnare, Presiding Commissioner

ATTEST:

CONTRACTOR: **Steve & Associates, Inc.**

Wendy S. Nored
Wendy Nored, County Clerk

By: [Signature]
Authorized Representative Signature

By: Ryan T Arrowood
Authorized Representative Printed Name

Title: Vice President

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

James E. Pitchford
Signature by eg

7/11/06
Date

2045/71100 - \$346,045.70

Appropriation Account

PERFORMANCE BOND

BOND NO. MOC 44012

KNOW ALL PERSONS BY THESE PRESENTS, that we,
STEVE & ASSOCIATES, INC.

7298 COUNTY ROAD 409, FULTON, MO 65251

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE, DES MOINES, IA 50391-2006

a Corporation, organized under the laws of the State of IOWA
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of \$346,045.70 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated July 20, 2006 entered into a
Contract with Owner for:

**BID NUMBER 45-29JUN06
Lake of the Woods Pavement and Drainage Improvements-Phase II
BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone Purchasing Department,
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor
shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing
hourly wages and comply with all prevailing wage requirements as provided by such Contract and
applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the
Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the
default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at QUINCY, IL, on this 19th day of July, 2006

STEVE & ASSOCIATES, INC.

(Contractor)

(SEAL)

BY: 

MERCHANTS BONDING COMPANY

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact) John H. Williams

BY: 

(Missouri Representative) Patricia M. Tobin

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

LABOR AND MATERIAL PAYMENT BOND

BOND NO. MOC 44012

KNOW ALL PERSONS BY THESE PRESENTS, that we, STEVE & ASSOCIATES, INC.
7298 COUNTY ROAD 409, FULTON, MO 65251,

as Principal, hereinafter called Contractor, and MERCHANTS BONDING COMPANY
2100 FLEUR DRIVE, DES MOINES, IA 50391-2006

a corporation organized under the laws of the State of IOWA, and
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Three Hundred Forty Six Thousand Forty Five Dollars
and Seventy Cents - - - - -DOLLARS

(\$ 346,045.70-----), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated July 20, 2006 entered
into a contract with Owner for

BID NUMBER 45-29JUN06
Lake of the Woods Pavement & Drainage Improvements-Phase II
BOONE COUNTY, MISSOURI

in accordance with specifications prepared by the County of Boone which contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor
shall promptly make payments to all claimants as hereinafter defined, for all labor and material
used or reasonably required for use in the performance of the Contract, then this obligation shall
be void; otherwise, it shall remain in full force and effect, subject, however, to the following
conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at QUINCY, IL on this 19th day of July 2006.

CONTRACTOR STEVE & ASSOCIATES, INC. (SEAL)

BY: [Signature]

SURETY COMPANY MERCHANTS BONDING COMPANY

BY: [Signature]
(Attorney-In-Fact) John H. Williams

BY: [Signature]
(Missouri Representative) Patricia M. Tobin

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

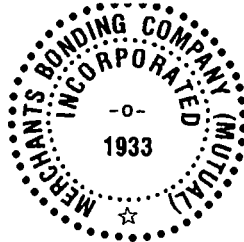
and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By

Larry Taylor

President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



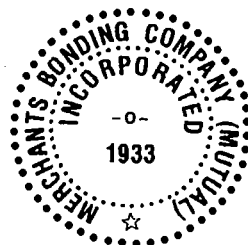
Cindy Smyth

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this _____ day of _____



William Warner Jr.

Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID B4 STEV-15	DATE (MM/DD/YYYY) 07/20/06
PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Steve & Associates, Inc. S&E Equipment 7298 County Road #409 Fulton MO 65251		INSURERS AFFORDING COVERAGE INSURER A: Hawkeye-Security Insurance INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 36919

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9782550	10/20/05	10/20/06	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 300,000	
						MED EXP (Any one person)	\$ 15,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9785150	10/20/05	10/20/06	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
		OTHER THAN AUTO ONLY:				EA ACC \$ AGG \$	
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CU9783251	10/20/05	10/20/06	EACH OCCURRENCE	\$ 2,000,000
		AGGREGATE				\$ 2,000,000	
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC9785839	10/20/05	10/20/06	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				\$ 1,000,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Lake of the Woods Oavement and Drainage Improvements
 The Certificate holder is listed as an additional insured in regards to the General Liability coverage.

CERTIFICATE HOLDER

CANCELLATION

BOONCOP Boone County Public Works Attn: Heather Turner 601 E Walnut Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	---

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

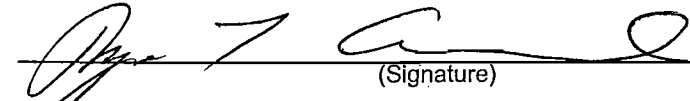
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Steve + Associates, Inc.

By: 
(Signature)

RYAN T. Arrowood
(Print or Type Name)

Title: Vice president

Address: 7298 County Rd 409

City, State, Zip: FULTON, MO 65251

Phone: 573-642-6770

Date: 6-28-06

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Lake of the Woods Pavement and Drainage Improvements – Phase II**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations**, Effective Date: May 13, 2004, together with the "General Specifications and Technical Specifications", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used 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 the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

SECTION II

I hereby agree to complete the work herein specified before the completion date and to allow a deduction of **\$250.00** dollars per calendar day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. NAME OF BIDDER: Steve + Associates, Inc
2. BUSINESS ADDRESS: 7298 County Rd 409
FULTON, MO 65251
3. WHEN ORGANIZED: 1995
4. WHEN INCORPORATED: 9/8/1995
5. IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER: 43-1722429
6. Number of years engaged in contracting business under present firm name:
11 years
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 85-90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

(11)	Green Meadows Road, Columbia, Mo	1,500,000. ⁰⁰
	Olivet Rd / Richland Rd Improvements	815,000. ⁰⁰
	William Woods Ave Fulton, Mo	1,400,000. ⁰⁰
	South Collector Street, Fulton, Mo	4,600,000. ⁰⁰
	Moberly S. Williams Sanitary	1,200,000. ⁰⁰

(12)	Yellowcreek Water Shed Project	420,000. ⁰⁰
	Stinson Creek Trail Phase IV	521,000. ⁰⁰

* Attach additional sheets as necessary *

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Bond No. BID

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we STEVE & ASSOCIATES, INC., 7298 COUNTY ROAD 409, FULTON, MO 65251

as Principal hereinafter called the Principal, and MERCHANTS BONDING COMPANY
a corporation duly organized under the laws of the state of IOWA as Surety, hereinafter called the Surety,
are held and firmly bound unto BOONE COUNTY, 601 E. WALNUT, COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF BID AMOUNT

Dollars (\$ -----5%-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for LAKE OF THE WOODS PAVEMENT & DRAINAGE IMPROVEMENTS PHASE II; PROJECT # 06-374.

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

Signed and sealed this 29th day of June, 2006

Maria Croward
Witness

STEVE & ASSOCIATES, INC.
Principal (Seal)

By: [Signature] Vice President
Name/Title

Perry A. Buckner
Witness

MERCHANTS BONDING COMPANY
Surety (Seal)

By: [Signature]
John H. Williams Attorney-in-Fact

Merchants Bonding Company

(Mutual)

POWER OF ATTORNEY

Know All Persons By These Presents, that the MERCHANTS BONDING COMPANY (MUTUAL), a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of Des Moines, County of Polk, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

John H. Williams, Terry A. Blickhan

of Quincy and State of Illinois its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO MILLION (\$2,000,000.00) DOLLARS

and to bind the MERCHANTS BONDING COMPANY (MUTUAL) thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the MERCHANTS BONDING COMPANY (MUTUAL), and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following Amended Substituted and Restated By-Laws adopted by the Board of Directors of the MERCHANTS BONDING COMPANY (MUTUAL) on November 16, 2002.

ARTICLE II, SECTION 8 - The Chairman of the Board or President or any Vice President or Secretary shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

ARTICLE II, SECTION 9 - The signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed.

In Witness Whereof, MERCHANTS BONDING COMPANY (MUTUAL) has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 16th day of January, 2006.



MERCHANTS BONDING COMPANY (MUTUAL)

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 16th day of January, 2006, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL), the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

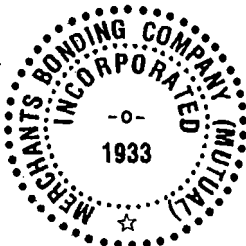


Cindy Smyth
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL), do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said MERCHANTS BONDING COMPANY (MUTUAL), which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Company on this 29th day of June, 2006



William Warner Jr.
Secretary

BID FORM - Lake of the Woods Pavement and Drainage Improvements - Phase II

Project No. 06-374

BASE BID PART 1

Item	Description	Quantity	Unit	Unit Price	Extended Total
1	Mobilization and Bonds	1	LS	37,000. ⁰⁰	37,000. ⁰⁰
2	Construction Staking	1	LS	11,744. ⁰⁰	11,744. ⁰⁰
3	Traffic Control	1	LS	12,000. ⁰⁰	12,000. ⁰⁰
4	Removal of Improvements	1	LS	32,000. ⁰⁰	32,000. ⁰⁰
5	Excavation and Embankment	1	LS	21,000. ⁰⁰	21,000. ⁰⁰
6	6" Concrete Pavement Repair *	2,100	SY	54. ⁷⁰	114,870. ⁰⁰
7	Concrete Curb Repair	150	LF	28. ⁰⁰	4,200. ⁰⁰
8	Remove and Replace Unsuitable Subgrade	500	SY	16. ²⁴	8,120. ⁰⁰
9	6" Concrete Driveway Pavement	100	SY	33. ⁰⁰	3,300. ⁰⁰
10	48" ULTRA FLO CSP 14 GA. Polymeric Coated (or approved equal)	219	LF	74. ⁵⁰	16,315. ⁵⁰
11	48" CMP 12 GA. Zinc & Polymeric Coated	173	LF	86. ⁶⁵	14,990. ⁴⁵
12	53" x 41" Arch ULTRA FLO 14 GA. Polymeric Coated (or approved equal)	163	LF	77. ⁶⁰	12,648. ⁸⁰
13	54" ULTRA FLO 14 GA. Polymeric Coated (or approved equal)	153	LF	80. ⁸⁵	12,370. ⁰⁵
14	54" ULTRA FLO 14 GA. Polymeric Coated Mitred End Pipe (or approved equal)	1	EA	907. ⁵⁰	907. ⁵⁰
15	Fill Existing Pipe to remain with sand	1	LS	2,870. ⁰⁰	2,870. ⁰⁰
16	Type M Inlet #1 10' x 3' x 6'	1	EA	3,185. ⁰⁰	3,185. ⁰⁰
17	Type M Inlet #2 6' x 3' x 8'	1	EA	2,931. ⁰⁰	2,931. ⁰⁰
18	Side Open Inlet #3 with concrete apron 6' x 3' x 6'	1	EA	2,931. ⁰⁰	2,931. ⁰⁰
19	Type M Inlet #4 10' x 3' x 5.4'	1	EA	3,074. ⁰⁰	3,074. ⁰⁰
20	Type M Inlet #5 8' x 3' x 6.1'	1	EA	3,136. ⁰⁰	3,136. ⁰⁰
21	Type M Inlet #6 10' x 3' x 7'	1	EA	3,394. ⁰⁰	3,394. ⁰⁰
22	Type M Inlet #7 10' x 3' x 7.7'	1	EA	3,507. ⁰⁰	3,507. ⁰⁰
23	Type 2 Rip-Rap Blanket	74	CY	35. ⁰⁰	2,590. ⁰⁰
24	Fertilize, Yard Mix Seed, Mulch & Site Restoration	1	LS	2,200. ⁰⁰	2,200. ⁰⁰
25	Erosion Control Blanket	120	SY	1. ⁷⁵	210. ⁰⁰
26	Erosion Control Barrier	1	LS	2,000. ⁰⁰	2,000. ⁰⁰

BASE BID PART 1 TOTAL

333,494.³⁰

* Note: The Final Quantity of Pavement Repair performed will be determined based on budgetary constraints. More or less work may be performed. See Special Conditions.

(Continued on Next Page)

BASE BID PART 2 - Water Line Relocations

Item	Description	Quantity	Unit	Unit Price	Extended Total
27	Mobilization and Bonds	1	LS	2347. ⁰⁰	2347. ⁰⁰
28	Traffic Control	1	LS	750. ⁰⁰	750. ⁰⁰
29	12" PVC SDR 35 Casing Pipe *	20	LF	70. ⁰⁰	1,400. ⁰⁰
30	12" Split Steel Casing Pipe	60	LF	58. ⁰⁰	3,480. ⁰⁰
31	6" PVC Restrained Joint Water Line	60	LF	30. ²⁰	1,812. ⁰⁰
32	6" Bend with Thrust Block	4	EA	392. ⁶⁰	1,570. ⁴⁰
33	Concrete Thrust Collar	2	EA	325. ⁰⁰	650. ⁰⁰
34	Fertilize, Yard Mix Seed & Mulch	1	LS	542. ⁰⁰	542. ⁰⁰

BASE BID PART 2 TOTAL 12,551.⁴⁰

* PVC Casing used if water line is relocated at Rocky Mountain Ave.

TOTAL BID (PART 1 + PART 2) 346,045.²⁰

All Bidders must bid on both Part 1 and Part 2

Note:

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
6-21-06	No. 1

COMPANY NAME: Steve + Associates Inc

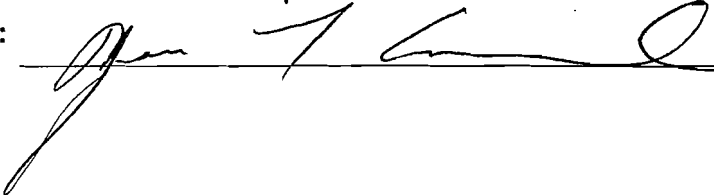
ADDRESS: 7298 County Rd 409

CITY, STATE, ZIP: Fulton, MO 65251

PHONE NUMBER: 573-642-6770

AUTHORIZED REPRESENTATIVE: Ryan Arrowood

TITLE: Vice President

SIGNATURE: 

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
COUNTY OF Callaway

Ryan Arrowood, being first duly sworn, deposes and

says that he/ she is Vice President
(Title of Person Signing)

of Steve & Associates Inc
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By _____

By _____

Sworn to before me this 28th day of June, 2006.

Marla Arrowood
Notary Public

My Commission Expires 11-19-08



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SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

() sole individual () partnership () joint venture
 corporation, incorporated under laws of the state of MO

Dated JUNE 28, 2006

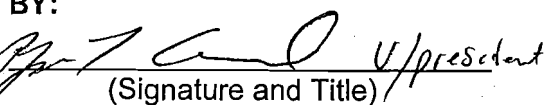
Name of individual, all partners,
or joint venturers:

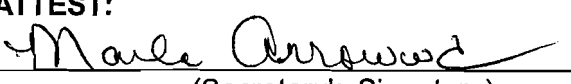
Address of each:

doing business under the
name of:

Address of principal
place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names)
Steve & Associates, Inc 2298 county Rd 409
(If a corporation - show its name above) FULTON, MO 65251

BY:

(Signature and Title) V/president

ATTEST:

(Secretary's Signature)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. 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 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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BIDDER'S ACKNOWLEDGMENT

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

State of MO

County of Callaway

On this 28th day of June, 20 06

before me appeared Ryan Arrowood, to me personally known, who, being by me first duly sworn, did say that he executed the foregoing 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 of joint ventures if 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 his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the Vice President
President or Other Authorized Agent

of Steve & Associates, 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 Fulton, MO the day and year first above written.

(SEAL) Marla Arrowood Notary Public

My Commission expires 11-19, 20 08.



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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

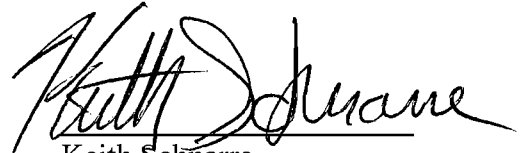
Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

the following, among other proceedings, were had, viz:

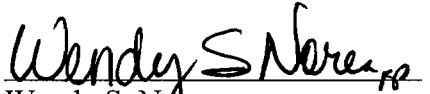
Now on this day the County Commission of the County of Boone does hereby award Bid 22-28MAR06 Street Name Signs to Kelpé's Signs. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contracts.

Done this 13th day of July 2006.

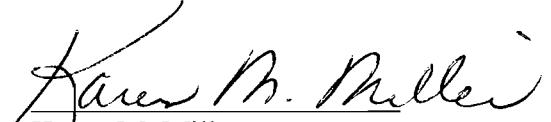


Keith Schmarre
Presiding Commissioner

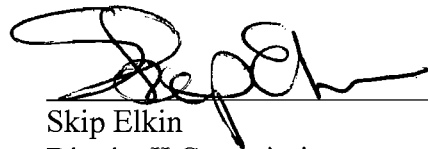
ATTEST:



Wendy S. Nofen
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

**PURCHASE AGREEMENT
FOR
STREET NAME SIGNS - TERM AND SUPPLY**

THIS AGREEMENT dated the 13 day of July 2006 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Kelpe's Signs and Banners** herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Street Name Signs Term and Supply**, County of Boone Request for Bid, bid number **22-28MAR06**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response executed by Melissa Kelpe, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on Date of Award and extend through March 31, 2007 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. **Delivery** - Contractor agrees to deliver the items as specified and as requested by the County within 30 to 45 days after receipt of an order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

KELPE'S SIGNS & BANNERS

BOONE COUNTY, MISSOURI

by *Alan K. Kper*

by: Boone County Commission

title OWNER

Keith Schnafre
Keith Schnafre, Presiding Commissioner

address 5201 HATTERAS DR
COLUMBIA MO 65202

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

June E. Vitchford
Signature *by cef*

7/7/06
Date

2040/26600 Term/Supply

Appropriation Account
No encumbrance required

4. Response Form

- 4.1. Company Name:
Kelpe's Signs and Banners
- 4.2. Address:
361 East Cedar Court 5201 HATTERAS DR
- 4.3. City/Zip:
Columbia, MO 65202
- 4.4. Phone Number:
(573) 424-5767
- 4.5. Fax Number:
(573) 442-1032
- 4.6. Federal Tax ID:
496-88-9572
- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name Melissa Kelpe
- Other (Specify) _____

4.7. Pricing							
			Double Sided			Single Sided	
Item #	Size	Aluminum Gauge	Est Qty	Unit Price	Total Price	Est Qty	Unit Price
4.7.1.	24"x9"	.080	5	\$ 20.30	\$ 101.50	1	\$ 17.80
4.7.2.	24"x12"	.080	5	\$ 21.80	\$ 109.00	1	\$ 18.80
4.7.3.	30"x9"	.080	50	\$ 25.20	\$ 1260.00	1	\$ 22.20
4.7.4.	30"x12"	.080	10	\$ 29.80	\$ 298.00	1	\$ 26.50
4.7.5.	36"x9"	.100	50	\$ 30.00	\$ 1500.00	1	\$ 26.75
4.7.6.	36"x12"	.100	5	\$ 32.50	\$ 162.50	1	\$ 28.00
4.7.7.	42"x9"	.100	60	\$ 28.60	\$ 1716.00	1	\$ 24.60
4.7.8.	42"x12"	.100	10	\$ 38.15	\$ 381.50	1	\$ 32.90
4.7.9.	48"x9"	.125	40	\$ 45.00	\$ 1800.00	1	\$ 40.50
4.7.10.	48"x12"	.125	10	\$ 48.00	\$ 480.00	1	\$ 42.00
4.7.11.	54"x9"	.125	50	\$ 55.00	\$ 2750.00	1	\$ 49.90
4.7.12.	54"x12"	.125	5	\$ 68.75	\$ 343.75	1	\$ 61.75
4.7.13.	60"x9"	.125	30	\$ 60.75	\$ 1822.50	1	\$ 54.75
4.7.14.	60"x12"	.125	20	\$ 81.00	\$ 1620.00	1	\$ 73.50



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Heather Turner, CPPB, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: hturner@boonecountymo.org

Bid Data

Bid Number: **22-28MAR06**
Commodity Title: **Street Name Signs Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – March 28, 2006**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY – March 28, 2006**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
 - 2.0: Primary Specifications**
 - 3.0: Response Presentation and Review**
 - 4.0: Response Form**
- Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
1) the provisions of the Contract (as it may be amended);
2) the provisions of the Bid;
3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - The Term and Supply Contract period shall be from April 1, 2006 through March 31, 2007 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the Furnishing and Delivery of **Street Name Signs** as needed for the Boone County Public Work's Department.
- 2.1.1. **Quantity** - All sign orders shall be placed on a weekly and/or as needed basis. The County **does not** guarantee a minimum quantity per order. Boone County reserves the right to adjust or delete any and all ordered quantities and may at times request to make a change to the original description of the street name sign. The estimated quantities provided should not be construed as exact quantities to be ordered. The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from April 1, 2006 through March 31, 2007. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
- 2.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. **Sign Blanks** - 6", 9", and 12" aluminum
- 2.3.2. **Length** - 24", 30", 36", 42", 48", 54", and 60"
- 2.3.3. **Thickness**
- 2.3.3.1. Lengths up to and including 30" shall be .080 aluminum
- 2.3.3.2. Lengths from 36" to 42" shall be .100 aluminum
- 2.3.3.3. Lengths 48" and up shall be .125 aluminum
- 2.3.4. **Holes** - 5/16" diameter holes shall be pre-drilled before sheeting is applied to signs. The placement of the pre-drilled holes shall be dependent upon the length of the sign. See **Attachment A** for exact hole placement.
- 2.3.5. **Directional Arrows** - The County may request a directional arrow be added to a sign on an 'as needed' basis. This will be indicated on the order at the time of order placement. See **Attachment B** for dimensions of the arrows. The arrow must be reflective yellow in color.
- 2.3.6. **Lettering** - Street name signs for all County maintained roads shall have reflective white lettering, engineering grade, on a green background.
- 2.3.6.1. Street name signs for all privately maintained roads shall have non-reflective black lettering on a reflective white background. An informational placard stating "Private Road" shall have non-reflective black lettering on a reflective white background. See **Attachment C**. This item is identified in Section 4 as line item 4.7.15.
- 2.3.6.2. All numbers and letters shall conform to current industry standards for highway applications and also to specifications in the most current Manual for Uniform Traffic Control Devices (MUTCD). For local roads with a speed limit of 60 miles per hour or less, street name signs shall have six (6") inch white reflective upper case-letters as shown on **Attachment D**. For local roads with a speed limit of 60 miles per hour or greater, street name signs shall have nine (9") inch white reflective upper case-letters as shown on **Attachment E**.
- 2.3.6.3. Any supplementary lettering that indicates the type of street, such as Street, Lane, Circle, or Road, shall have a minimum height of three (3") inches and shall be abbreviated as ST., LN, CIR, and RD. The street coordinates and directional letters (i.e. 2000 NE, 2000 SE, NW, etc.) shall be two (2") inches in height and shall be one-half (1/2") inch from the top of the sign. The street coordinates and

directional letters shall be in the upper right hand corner. If there are two (2) sets of street coordinates, they shall be stacked in the upper right hand corner. The top coordinate shall be for the street named on the sign and the lower coordinate shall denote the cross street.

- 2.3.6.4. There is to be a minimum of five (5") inches and a maximum of six (6") inches between each word on multiple word roadway names.
- 2.3.6.5. Length of signs shall be determined by the amount of letters and numbers being placed on the sign blank and in compliance with this section of the bid.
- 2.3.6.6. Corners to be rounded. **See Attachments.**
- 2.3.7. **Deviations** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.4. **INVOICING AND PAYMENT** – The contractor must include the following information on each packing list and invoice:
 - Boone County's specific order number and
 - Street name and corresponding size of each sign
- 2.4.1. In the event the County is in need of specialty signs not outlined on the Response Form, the contractor shall be paid a percentage over cost for the sign blanks as well as an hourly labor rate for sign assembly. The contractor must submit proof of material cost with their invoice.
- 2.5. **REQUIRED SAMPLE** - All bidders **are required** to provide samples of their product at the time of bid response. Exclusion of these samples could deem the bidders response as non-responsive.
- 2.6. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.7. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.
- 2.8. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.8.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 2.8.2. **Delivery Time:** Preference will be given to vendors supplying signs in the shortest amount of time.
- 2.9. **ORDERING METHOD** – Orders will be requested via e-mail or fax depending upon method available. The successful vendor will be required to confirm receipt of each request.
- 2.10. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **Note: Bid Submission and Bid Opening times are different. NO EXCEPTIONS.** We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Pricing							
		Double Sided			Single Sided		
Item #	Size	Aluminum Gauge	Est Qty	Unit Price	Total Price	Est Qty	Unit Price
4.7.1.	24"x9"	.080	5	\$	\$	1	\$
4.7.2.	24"x12"	.080	5	\$	\$	1	\$
4.7.3.	30"x9"	.080	50	\$	\$	1	\$
4.7.4.	30"x12"	.080	10	\$	\$	1	\$
4.7.5.	36"x9"	.100	50	\$	\$	1	\$
4.7.6.	36"x12"	.100	5	\$	\$	1	\$
4.7.7.	42"x9"	.100	60	\$	\$	1	\$
4.7.8.	42"x12"	.100	10	\$	\$	1	\$
4.7.9.	48"x9"	.125	40	\$	\$	1	\$
4.7.10.	48"x12"	.125	10	\$	\$	1	\$
4.7.11.	54"x9"	.125	50	\$	\$	1	\$
4.7.12.	54"x12"	.125	5	\$	\$	1	\$
4.7.13.	60"x9"	.125	30	\$	\$	1	\$
4.7.14.	60"x12"	.125	20	\$	\$	1	\$

4.7.15.	18"x4"	.080		15	\$
4.7.16.	Total Double Sided			\$	
4.7.17.	Total Single Sided			\$	
4.7.18.	Directional Arrows (Add-On Cost Per Arrow)			\$	each

NOTE: The quantities listed above are for cost evaluation purposes only and do not represent actual or intended usage.

4.9. Percentage over cost for sign blank sizes not noted above: _____% over cost

4.10. Hourly labor rate for specialty sign assembly: \$ _____/hour

4.11. Warranty period against fading, chipping, or peeling: _____

4.12. Maximum Percentage Increase for _____% 2nd Year; _____% 3rd Year.

4.13. Delivery After Receipt of Order: _____

4.14. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

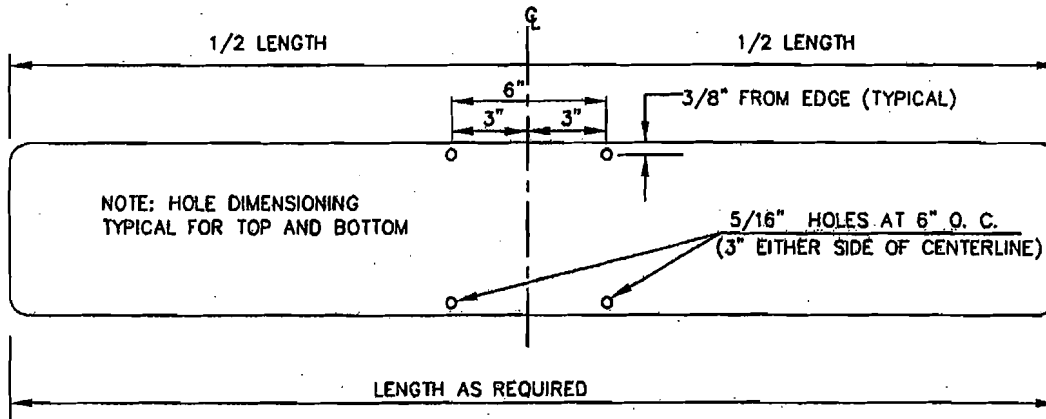
4.14.1. Authorized Representative (Sign By Hand):

4.14.2. Type or Print Signed Name:

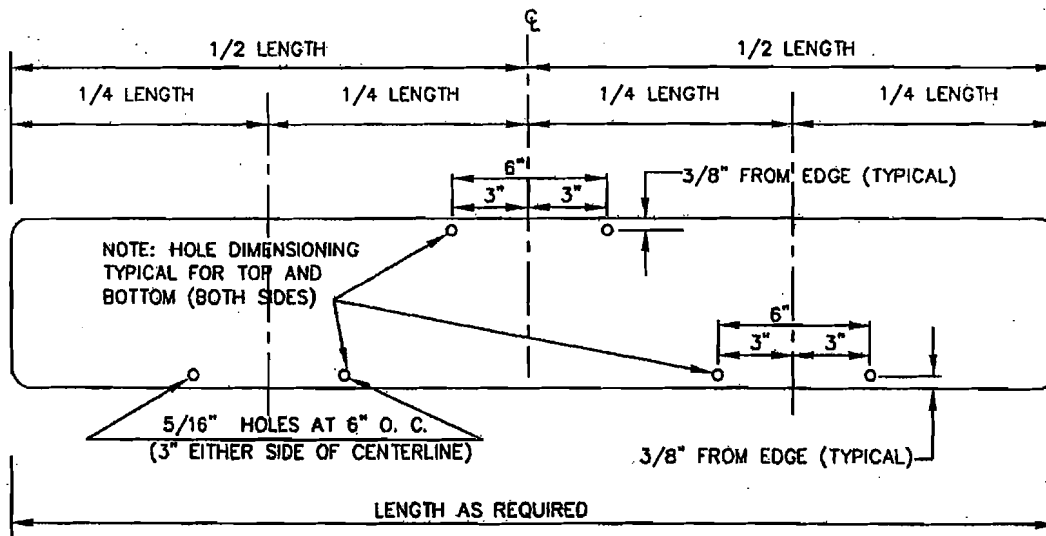
4.14.3. Today's Date: _____

4.15. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

ATTACHMENT A



LOCATION OF MOUNTING HOLES FOR SIGNS LESS THAN 48" LONG



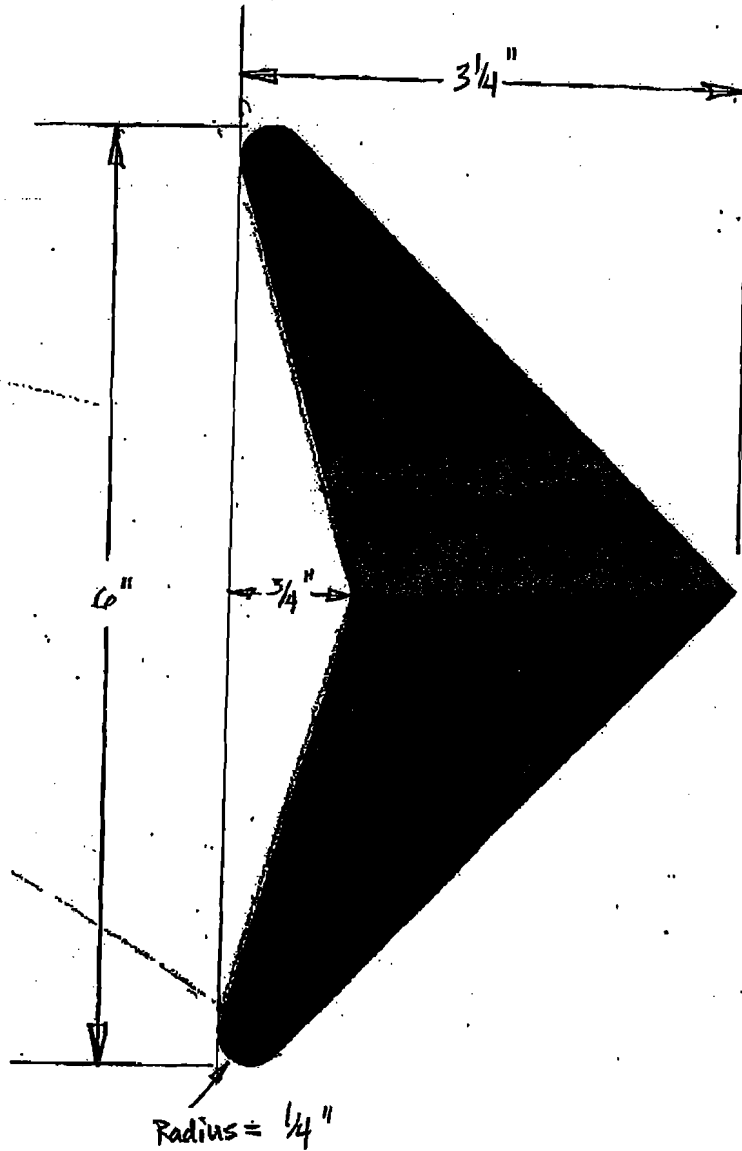
LOCATION OF MOUNTING HOLES FOR SIGNS EQUAL TO OR GREATER THAN 48" LONG

ATTACHMENT B

03/01/2006 13:45 FAX 5738751802

+ PURCHASING

001

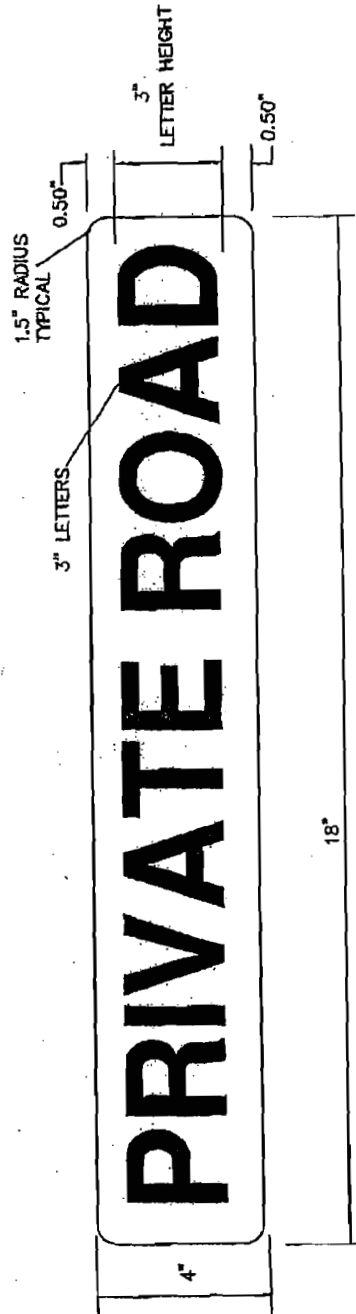


ATTACHMENT C

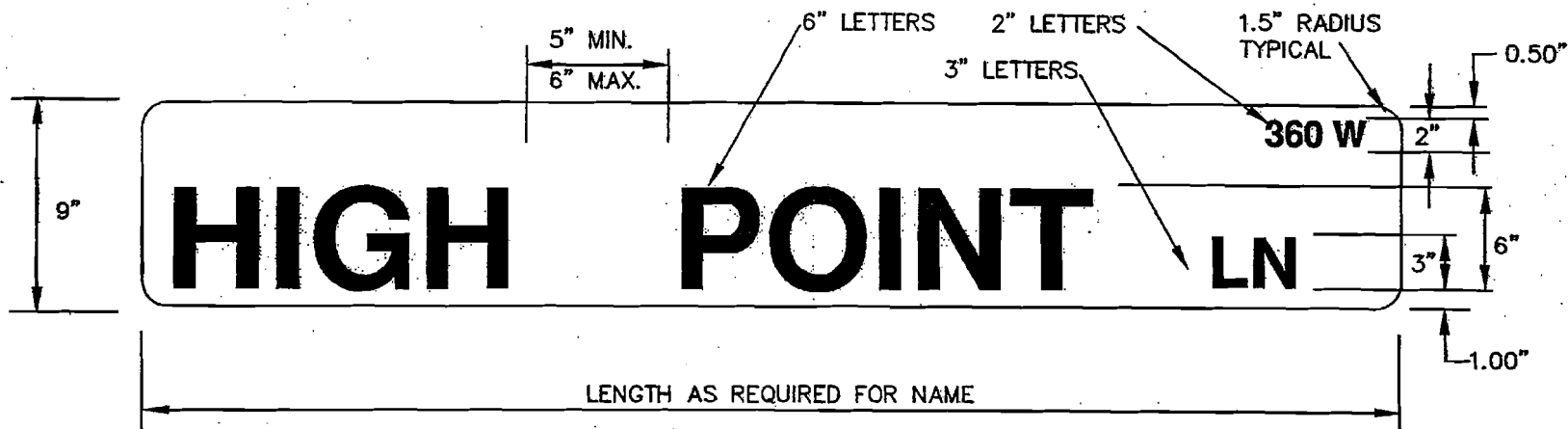
02/25/2003 11:44 FAX

→ PURCHASING

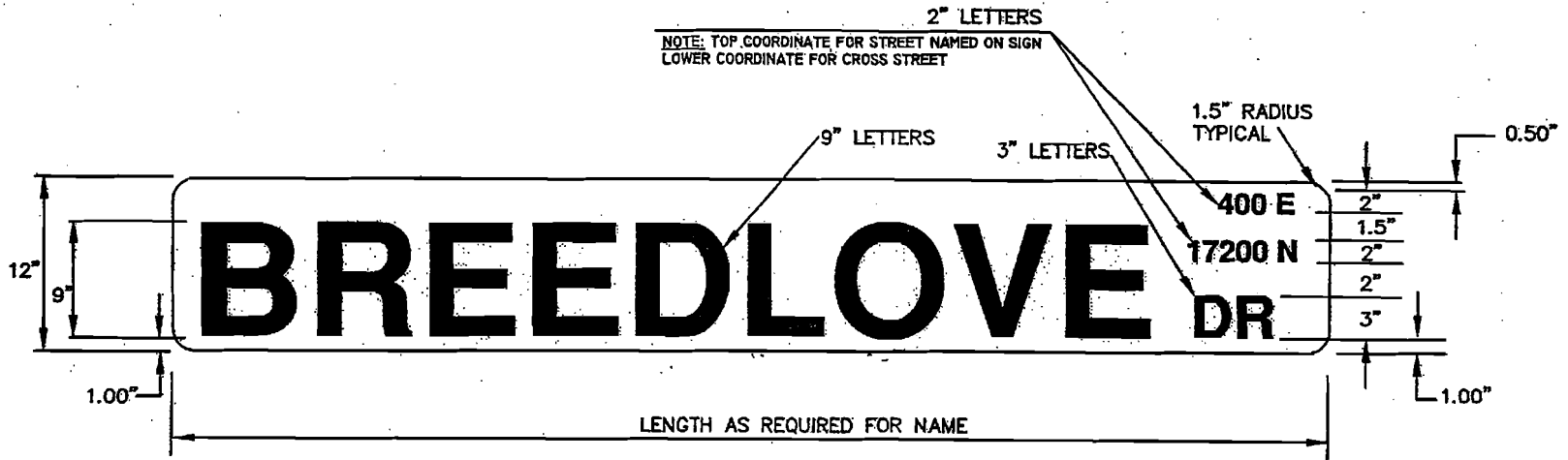
003



LOCATION OF LETTERS
FOR PRIVATE ROADS



LOCATION OF LETTERS
FOR INTERSECTIONS WHERE
SPEED LIMIT IS LESS THAN 60 MPH



LOCATION OF LETTERS
FOR INTERSECTIONS WHERE
SPEED LIMIT IS 60 MPH OR GREATER



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201
Heather Turner, Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, CPPB, Buyer
(573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 22-28MAR06

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the

13th

day of July

20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Consultant Services with Allstate Consultants, P.C. for the State Route K Improvement at Scott Blvd Project. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 13th day of July 2006.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Keith Schnarre
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

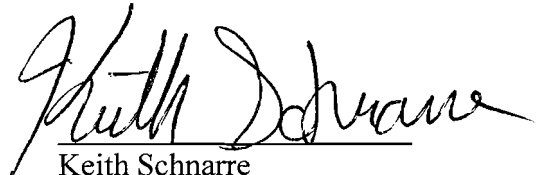
In the County Commission of said county, on the 13th day of July 20 06

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following variance requests:

- Proposal from Hemme Construction for Arratt Court, Golf View Gardens Lot 14, requesting variance from Roadway Regulations Appendix B, Section 1.2 (drawing 410.01A) to accept variance of driveway setback of 22' rather than 30' from point of curvature
- Proposal from Brush & Associates for proposed Addison Ridge Estates, requesting variance from Roadway Regulations Appendix B, Standard drawing 110.01 to allow grass/gravel shoulder not the required concrete or asphalt.

Done this 13th day of July 2006.

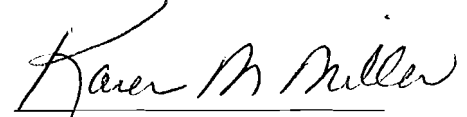


Keith Schnarre
Presiding Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

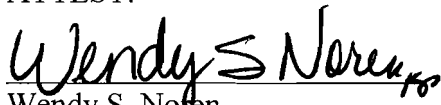
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following variance request:

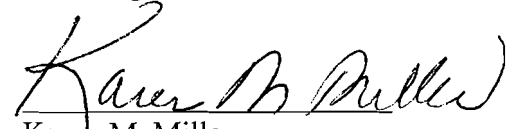
Proposal from Eibel Properties on behalf of Nick Schwandt, 18181 Barnett School Road for variance of Roadway Regulation Appendix B, Section 1.5, drawing 410.01C, (driveway site distance) large oak trees prevent proper visibility.

Done this 13th day of July 2006.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned Term

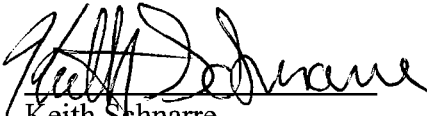
Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

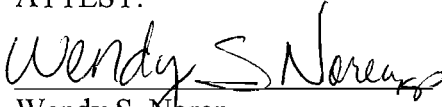
the following, among other proceedings, were had, viz:

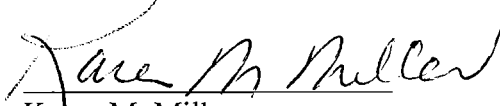
Now on this day the County Commission of the County of Boone does hereby appoint Andrew Scholz and Breck Burges as Assistant Prosecuting Attorney's for the County of Boone.

Done this 13th day of July 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

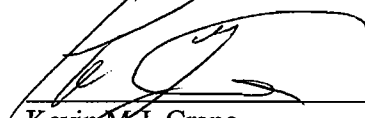
IN RE: **Breck Burgess**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **BRECK BURGESS**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **30th DAY OF JUNE, 2006**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

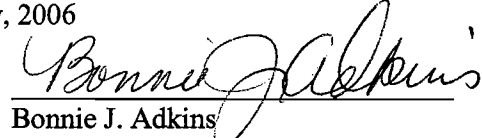
The undersigned does hereby fix the appointee's compensation at **\$57,372.00** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of June, 2006.



Kevin M.J. Crane
Prosecuting Attorney
Boone County, Missouri

Subscribed and sworn to before me this 10th Day of July, 2006

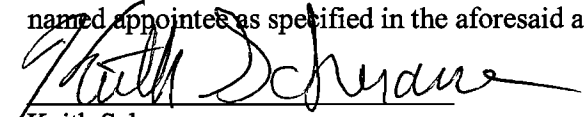


Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

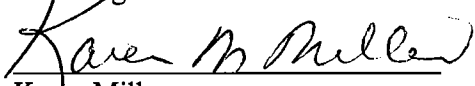
My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

NOW ON THIS ____ day of _____, 2006, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named appointee as specified in the aforesaid appointment.



Keith Schnarre
Presiding Commissioner

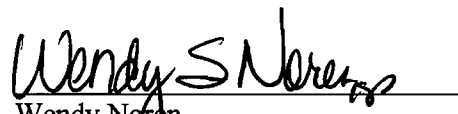


Karen Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy Noren
County Clerk

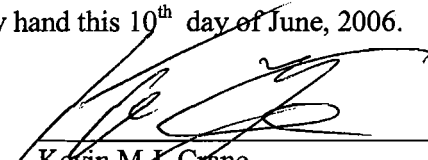
IN RE: **Andrew Scholz**
Assistant Prosecuting Attorney
Boone County, Missouri

KNOW ALL MEN BY THESE PRESENT:

By virtue and authority of Section 56.151 RSMo., the undersigned Prosecuting Attorney within and for Boone County, State of Missouri, does hereby appoint **ANDREW SCHOLZ**, a practicing attorney licensed to practice law in the State of Missouri, possessing all qualifications required of a prosecuting attorney, as Assistant Prosecuting Attorney of Boone County, Missouri, effective from the **10th DAY OF JULY, 2006**, for an indefinite term until such time as this appointment is terminated by the undersigned or the appointee voluntarily resigns or leaves office; said appointee is hereby authorized and empowered to discharge duties of the office of the Prosecuting Attorney in accordance with law and shall be subject to the same fines and penalties for neglect of duty or misdemeanor in office as the Prosecuting Attorney.

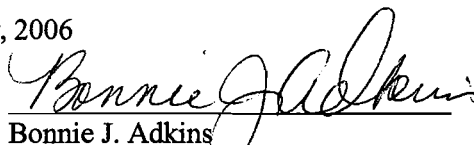
The undersigned does hereby fix the appointee's compensation at **\$57,372.00** dollars per annum commencing on the date of appointment subject to approval by the Boone County Commission; said salary may be adjusted from year to year or time to time subject to the appropriations made available for that purpose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of June, 2006.



Kevin M.J. Crane
Prosecuting Attorney
Boone County, Missouri

Subscribed and sworn to before me this 10th Day of July, 2006

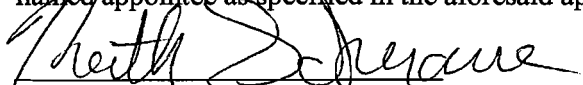


Bonnie J. Adkins
Notary Public, Boone County
State of Missouri

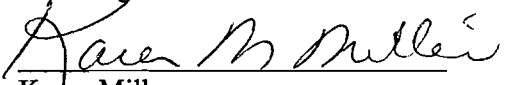
My commission expires May 1, 2007

BEFORE THE COUNTY COMMISSION OF BOONE COUNTY, MISSOURI

NOW ON THIS ____ day of _____, 2006, the County Commission of Boone County, Missouri, hereby approves the compensation fixed by the Prosecuting Attorney for the above named/appointee as specified in the aforesaid appointment.



Keith Schnarre
Presiding Commissioner



Karen Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy Noren
County Clerk

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned Term

Term. 20 06

In the County Commission of said county, on the 13th day of July 20 06

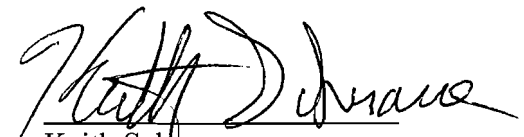
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment for the HAVA Improvements Polling Place Access.

Department Account and Title	Amount of Increase
2312-03411 Federal Grant Reimb	\$8274.00
2312-2300 Election Supplies	\$8372.00

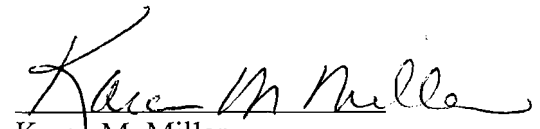
Grant revenue plus YTD interest earned.


Done this 13th day of July 2006.


 Keith Schmarre
 Presiding Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner