

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

28th

day of November

20 06

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

Now on this day the Boone County Commission does approve the Final Development Plan for Maximum Media Planned Commercial Development as presented by Anthony Holmes and Sharon Hagemon on 5.27 acres, more or less, located at 4700 W. Gibbs Rd, Columbia. The effective date of zoning for this tract is November 28, 2006.

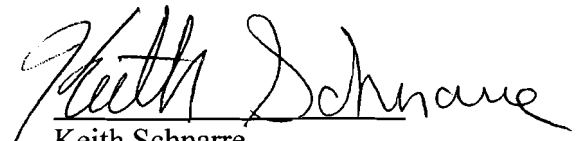
Done this 28th day of November, 2006.

ATTEST:



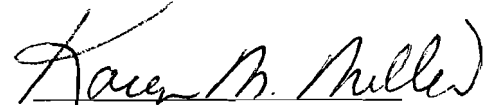
Wendy S. Noren

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.

November Session of the October Adjourned Term

Term. 20 06

In the County Commission of said county, on the

28th

day of November

20 06

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

Now on this day the Boone County Commission does receive and accept the following subdivision plats and authorize the presiding commissioner to sign them:

Gray Subdivision. S23-T50N-R14W. Nathan King, owner. J. Daniel Brush, surveyor.


Firepond Subdivision. S13-T47N-R13W. Wayne and Donna Guariglia Trust, owners. Michael L. Klassing, surveyor.

Wilhoit Subdivision. S6-T48N-R11W. John S, Sr. and Margaret E. Wilhoit, owners. Ronald G. Lueck, surveyor.


Rim Rock Estates Plat 1. S24-T49N-R14W. Mike Tompkins Construction LLC, owner. David L. Butcher, surveyor.

Done this 28th day of November, 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.

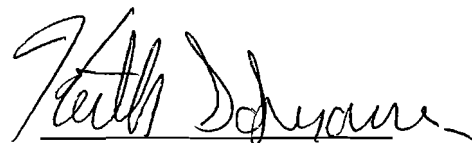
November Session of the October Adjourned Term Term. 20 06

In the County Commission of said county, on the 28th day of November 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 79-02NOV06 Georgetown Subdivision Drainage Improvements to Lehman Construction, LLC. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 28th day of November, 2006.

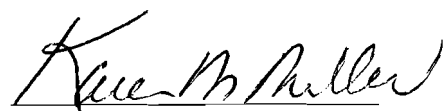


Keith Schnarre
Presiding Commissioner

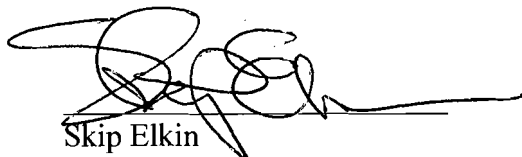
ATTEST:



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 79-02NOV06
Georgetown Subdivision Drainage Improvements
 Project No. 06-462
 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 the Base Bid in the amount of \$82,500.00 and the Alternate #1 Rockhampton Circle in the amount of \$3,500.00 for a total contract amount of \$86,000.00.

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. 13
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:

Eighty Six Thousand Dollars and No Cents (\$86,000.00)

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 November 28, 2006 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

ATTEST:

Wendy Noren
Wendy Noren, County Clerk

CONTRACTOR: **Lehman Construction, LLC**

By: [Signature]
Authorized Representative Signature

By: KEVIN 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.)

June E. Pitchford
Signature by JEG

11/21/06
Date

2045/71100 - \$86,000.00

Appropriation Account

LABOR AND MATERIAL PAYMENT BOND

Bond #54163451

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

Eighty-Six Thousand Dollars and 00/100 DOLLARS

(\$ 86,000.00), 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 November 28, 2006 entered
into a contract with Owner for

BID NUMBER 79-02NOV06
Georgetown Subdivision Drainage Improvements
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 28th day of November 2006.

CONTRACTOR Lehman Construction, LLC (SEAL)

BY: [Signature]

KENNY LEHMAN VICE PRESIDENT

SURETY COMPANY United Fire & Casualty Company

BY: [Signature]

(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.)

PERFORMANCE BOND

Bond #54163451

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, in the amount of Eighty-Six Thousand Dollars and 00/100 (\$86,000.00) 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 11/28/06 entered into a
Contract with Owner for:

**BID NUMBER 79-02NOV06
Georgetown Subdivision Drainage Improvements
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 28th day of November 2006.

Lehman Construction, LLC

(Contractor)

(SEAL)

BY:

Kenny Lehman
Kenny Lehman VICE PRESIDENT

United Fire & Casualty Company

(Surety Company)

(SEAL)

BY:

Kris L. Bennett
(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

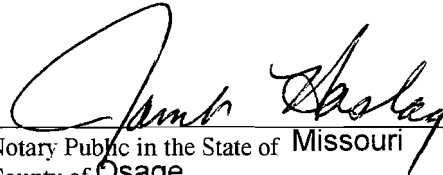
}

ss.

On this 28th day of November, 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)

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



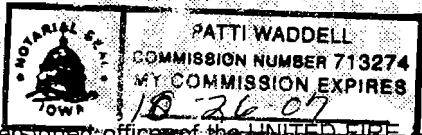
UNITED FIRE & CASUALTY COMPANY

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.

Patti Waddell
Notary Public
My commission expires:



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 28th day of November 20 06.



David A. Gage
Secretary

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

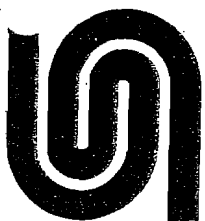
NOTICE TO MISSOURI SURETY BOND HOLDERS

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 CH
LEHMA-1

DATE (MM/DD/YYYY)
12/07/06

PRODUCER
Winter-Dent & Company
101 E. McCarty Street
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		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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <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	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		OTHER Leased/Rented	60321119	03/28/06	03/28/07	\$5000 ded	460000
						INCL BOOM	OVERLOAD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: Bid No. 79-02NOV06, Georgetown Subdivision Drainage Improvements,
 Project No. 06-462

CERTIFICATE HOLDER

BOONC-7

Boone County Purchasing
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 10 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
Candace Horn

CONTRACT DOCUMENTS
BOONE COUNTY, MISSOURI
BID #79-02NOV06 Georgetown Subdivision Drainage Improvements

ADDENDUM #1
(Issued October 30, 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. Delete Sheets 5.1 and 5.2 (Bid Forms) of the Bid Documents in their entirety, and add the attached Sheets 5.1 and 5.2 (Revised Bid Forms). Attach Revised Bid Form Sheets to the inside front cover of the Bid Documents.
2. The Type 2 Rock Blanket (Rip-Rap) specified in the Base Bid shall be changed to 6" x 8" Graded Rip-Rap. The filter fabric is deleted. See attached Detail. The Type 2 Rock Blanket for the Alternate is not changed.
3. As clarification on the concrete pavement included with the curb inlets: Type A inlets include 10' x 3' of pavement with integral curb; the pavement length for Type M inlets includes the curb transitions (TU + TD) plus the outside width dimension of the structure and the pavement width includes 2.5 feet measured from the normal back of curb location.

By:


 Heather Turner, CPPB
 Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #79-02NOV06 Georgetown Subdivision Drainage Improvements, receipt of which is hereby acknowledged:

Company Name: WATMAN CONSTRUCTION LLC

Address: 6003 BUSSELVILLE RD.

CALIFORNIA, No. 65018

Phone Number: 573-796-8101

Fax Number: 573-796-8293

Authorized Representative Signature: 

Date: 11/2/06

REVISED BID FORM-GEORGETOWN DRAINAGE IMPROVEMENTS
Project No. 06-462

BASE BID

Item	Description	Qty	Unit	Unit Price	Extended Total
1	Mobilization	1	LS	\$ 1000 ⁰⁰	\$ 1000 ⁰⁰
2	Construction Staking	1	LB	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
3	Traffic Control	1	LS	\$ 2000 ⁰⁰	\$ 2000 ⁰⁰
4	Removal/Site Clearing	1	LS	\$ 9500 ⁰⁰	\$ 9500 ⁰⁰
5	Excavation and Embankment	1	LB	\$ 3000 ⁰⁰	\$ 3000 ⁰⁰
6	6" Concrete Pavement w/4" Type 1 Aggregate Base	115	SY	\$ 88 ⁰⁰	\$ 10,120 ⁰⁰
7	Remove and Replace Unusable Subgrade	80	SY	\$ 20 ⁰⁰	\$ 1600 ⁰⁰
8	8" Concrete Driveway Pavement w/4" Type 1 Aggregate Base	5	SY	\$ 170 ⁰⁰	\$ 850 ⁰⁰
9	Type A Inlet #1 3' x 2' x 3.2'	1	EA	\$ 2250 ⁰⁰	\$ 2250 ⁰⁰
10	Type M Inlet #2 8' x 3' x 3.7'	1	EA	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
11	Type A Inlet #3 3' x 2' x 4.1'	1	EA	\$ 2250 ⁰⁰	\$ 2250 ⁰⁰
12	Type A Inlet #4 3' x 2' x 4.8'	1	EA	\$ 2400 ⁰⁰	\$ 2400 ⁰⁰
13	Type M Inlet #5 6' x 3' x 4.0' (Includes Pipe Extension)	1	EA	\$ 3700 ⁰⁰	\$ 3700 ⁰⁰
14	Type M Inlet #6 4' x 3' x 3.7' (Includes Pipe Extension)	1	EA	\$ 3900 ⁰⁰	\$ 3900 ⁰⁰
15	Type A Inlet #7 3' x 2' x 2.7'	1	EA	\$ 2200 ⁰⁰	\$ 2200 ⁰⁰
16	Type A Inlet #8 3' x 3' x 3.8'	1	EA	\$ 2750 ⁰⁰	\$ 2750 ⁰⁰
17	Type A Inlet #9 3' x 2' x 2.6'	1	EA	\$ 2200 ⁰⁰	\$ 2200 ⁰⁰
18	Type M Inlet #10 8' x 3' x 2.9' (Includes Pipe Extension)	1	EA	\$ 2750 ⁰⁰	\$ 2750 ⁰⁰
19	Type M Inlet #11 4' x 3' x 4.2' (Includes Pipe Extension)	1	EA	\$ 2600 ⁰⁰	\$ 2600 ⁰⁰
20	Type A Inlet #12 3' x 2' x 4.8'	1	EA	\$ 2200 ⁰⁰	\$ 2200 ⁰⁰
21	Type A Inlet #13 3' x 2' x 2.8'	1	EA	\$ 2100 ⁰⁰	\$ 2100 ⁰⁰
22	Type M Inlet #14 6' x 3' x 4.8' (Includes Pipe Extension)	1	EA	\$ 3200 ⁰⁰	\$ 3200 ⁰⁰
23	Type A Inlet #15 3' x 2' x 5.1'	1	EA	\$ 2400 ⁰⁰	\$ 2400 ⁰⁰
24	18" CMP Zinc & Polymeric Coated	36	LF	\$ 98 ⁰⁰	\$ 3430 ⁰⁰
25	Remove and Replace 24" CMP (Zinc)	10	LF	\$ 90 ⁰⁰	\$ 900 ⁰⁰
26	Fertilize, Yard Mix Seed, Mulch & Site Restoration	1	LS	\$ 1800 ⁰⁰	\$ 1800 ⁰⁰
27	Graded 6" x 8" Rip-Rap	40	CY	\$ 145 ⁰⁰	\$ 5800 ⁰⁰
28	Erosion and Sediment Control	1	LS	\$ 600 ⁰⁰	\$ 600 ⁰⁰
BASE BID TOTAL					\$ 82,500⁰⁰

\$ 82,500⁰⁰ *FL*

* Clean Existing Pipe under roadway at this location as part of this bid item.

(Continued on Next Page)

ALTERNATE #1-ROCKHAMPTON CIRCLE

Item	Description	Qty	Unit	Unit Price	Extended Total
29	Mobilization	1	LS	\$ 500 ⁰⁰	\$ 500 ⁰⁰
30	Type 2 Rock Blanket (Rip-Rap)	30	Ton	\$ 50 ⁰⁰	\$ 1,500 ⁰⁰
31	Fertilize, Yard Mix Bed, Mulch, & Site Restoration	1	LS	\$ 700 ⁰⁰	\$ 700 ⁰⁰
32	Erosion and Sediment Control	1	LS	\$ 500 ⁰⁰	\$ 500 ⁰⁰
ALTERNATE #1 BID TOTAL					\$ 3,500⁰⁰

ADDITIONAL UNIT PRICES TO BE USED ONLY FOR AUTHORIZED CHANGE ORDERS

Item	Description	Unit	Unit Price
33	14" CMP Zinc & Polymeric Coated	LF	\$ 34 ⁰⁰
34	24" CMP Zinc & Polymeric Coated	LF	\$ 50 ⁰⁰
35	30" CMP Zinc & Polymeric Coated	LF	\$ 70 ⁰⁰

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.

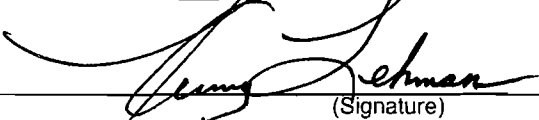
SECTION V

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 CONSTRUCTION LLC

By: 
(Signature)

HENRY LEHMAN
(Print or Type Name)

Title: VICE - PRESIDENT

Address: 2720 603 RUSSELLVILLE RD.

City, State, Zip: CALIFORNIA, MO 65018

Phone: 573-796-8101

Date: 11/2/06

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: 603 BUSSELLVILLE RD. CALIFORNIA, MO 65018
3. WHEN ORGANIZED: 1998
4. WHEN INCORPORATED: N/A
5. IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER: PARTNERSHIP #43-1860133
6. Number of years engaged in contracting business under present firm name:
8
7. If you have done business under a different name, please give name and location:
N/A
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 "BIDDER QUALIFICATION" SHEETS
12. List of projects currently in progress: MO DOT #J2P0702; BOONE INDUSTRIAL PARK; MONTEAU BRIDGE BRG - B068 (09); CITY OF COLUMBIA EP-3 TRUNK SEWER

* Attach additional sheets as necessary *



603 RUSSELLVILLE RD.
CALIFORNIA, MO 65018

PHONE (573)-796-8101
FAX (573)-796-8293

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
- Matt Oswald: 10 years crane operator, bridge foreman

COMPANY OWNED EQUIPMENT FOR CONSTRUCTION

2006 TEREX-AMERICAN HC-80 Hydraulic crawler crane
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 IngersollRand 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
1996 Kenworth Road Tractor
2006 Load-King Lowboy Trailer
1978 International tandem dumptruck
1984 International tandem dumptruck
1988 Ford tandem dumptruck
1996 International dumptruck
2003 John Deer 450 LWP dozer
2004 Chevrolet 2500 4x4 pick-ups (1)
2005 Chevrolet 3500 4x4 pick-ups (2)
2006 Chevrolet 2500 4x4 pick-ups (2)
2007 Chevrolet 2500 4x4 pick-ups (1)

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.

Work History of company projects completed:

Year	Contract value	Scope of Project	Contact Person
2006	\$2,800,000	MoDOT J2P0702 BUS 65 Saline County Road Widening, Sanitary and Storm System Improvements Owner: MoDOT Engineer: MoDOT Scope: Road widening, Sanitary and Storm sewer improvements for approximately 7,000 of Bus. 65 in Marshall, MO.	Kurt Wengert (660) 886-2115 Resident Engineer
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

**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.

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 which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
OCTOBER 30, 2006	# 1

COMPANY NAME: LEHMAN CONSTRUCTION LLC

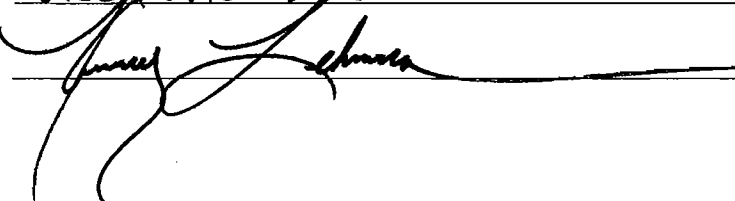
ADDRESS: 603 RUSSELLVILLE RD.

CITY, STATE, ZIP: CALIFORNIA, MO 65018

PHONE NUMBER: 573-796-8101

AUTHORIZED REPRESENTATIVE: KENNY LEHMAN

TITLE: VICE PRESIDENT

SIGNATURE: 

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF MONITEAU

Kenny Lehman, being first duly sworn, deposes and

says that he/ she 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 Kenny Lehman

By _____

By _____

Sworn to before me this 2ND day of NOVEMBER, 2006.

N. P. HALDIMAN
Notary Public

My Commission Expires 9/12/2010

N. P. HALDIMAN
Notary Public - Notary Seal
STATE OF MISSOURI
County of Moniteau
My Commission Expires 9/12/2010
Commission # 06937988

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY

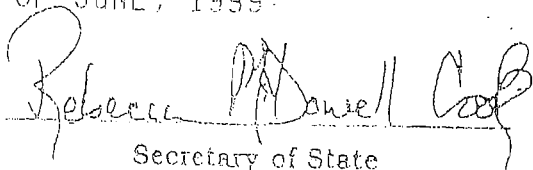
WHEREAS,

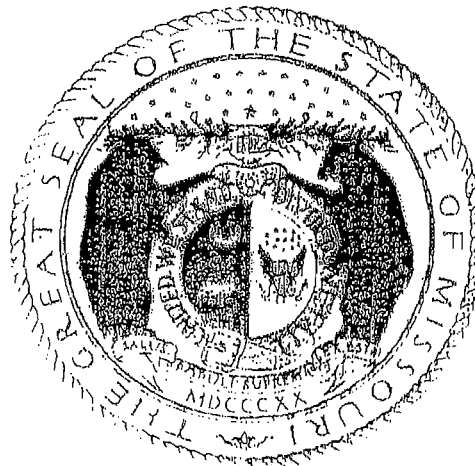
LEHMAN CONSTRUCTION, L.L.C.

FILED ITS ARTICLES OF ORGANIZATION WITH THIS OFFICE ON THE 30TH DAY OF JUNE, 1999, AND THAT FILING WAS FOUND TO CONFORM TO THE MISSOURI LIMITED LIABILITY COMPANY ACT;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE, STATE OF MISSOURI, BY VIRTUE OF AUTHORITY VESTED IN ME BY LAW, DO CERTIFY AND DECLARE THAT ON THE 30TH DAY OF JUNE, 1999, THE ABOVE ENTITY IS A LIMITED LIABILITY COMPANY, ORGANIZED IN THIS STATE AND ENTITLED TO ANY RIGHTS GRANTED TO LIMITED LIABILITY COMPANIES.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 30TH DAY OF JUNE, 1999.


Secretary of State



\$105.00

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 NOVEMBER 2ND, 2006

Name of individual, all partners,
or joint venturers:

Address of each:

KENNY LEHMAN
JENNIFER LEHMAN

27205 HWY 87 N CALIFORNIA MO 65018
27205 HWY 87 N CALIFORNIA MO 65018

doing business under the
name of:

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

Address of principal
place of business in Missouri:
603 RUSSELLVILLE ROAD
CALIFORNIA, MISSOURI 65018

(If a corporation - show its name above)

BY: [Signature]
(Signature and Title)

Vice President

ATTEST: [Signature]
(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.

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 2ND day of NOVEMBER, 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 Authorized 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, MO 65018, NOVEMBER 2ND 2006 the day and year first above written.

N. P. HALDIMAN
Notary Public Notary Seal
STATE OF MISSOURI
County of Moniteau
My Commission Expires 9/12/2010
Commission # 06937988

(SEAL) N. P. Haldiman Notary Public

My Commission expires SEPTEMBER 12TH, 20 10.



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
d 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 Project No. 06-462, Georgetown Subdivision Drainage Improvements

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 2nd day of November A. D. 2006,

[Signature]
(WITNESS)

Lehman Construction, LLC (Seal)
(PRINCIPAL)

[Signature]
(TITLE)
KENNY LEHMAN VICE PRESIDENT

UNITED FIRE & CASUALTY COMPANY (Seal)
(SURETY)

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

[Signature]
(WITNESS)

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri

County of Cole

} ss.

On this 2nd day of November, 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)

VOW 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



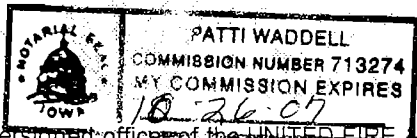
UNITED FIRE & CASUALTY COMPANY

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.

Patti Waddell
Notary Public
My commission expires



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 2nd day of November 20 06



David A. George
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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned Term

Term. 20 06

County of Boone

In the County Commission of said county, on the

28th

day of November

20 06

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

Now on this day the Boone County Commission does hereby authorize a closed meeting on Wednesday, November 29, 2006 at 4:00 p.m. The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized 610.021 (2) RSMo to discuss leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 28th day of November, 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