CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby approve a closed meeting on Tuesday June 26, 2007 immediately following the commission meeting. 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 by 610.023 (1) RSMo to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.023 (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 26th day of June, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI ea.

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

26th

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 40-14JUN07 Asphalt Overlay & Roadway Drainage Improvements to APAC-Missouri, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208 Columbia, MO 65201 Phone: (573) 886-4391 Fax: (573) 886-4390

MEMORANDUM

TO:

Boone County Commission

FROM:

Melinda Bobbitt, CPPB

DATE:

June 20, 2007

RE:

40-14JUN07 - Asphalt Overlay & Roadway Drainage Improvements

The Bid for Asphalt Overlay & Roadway Drainage Improvements closed on June 20, 2007. Two bids were received. Purchasing and the Public Works department recommend award to APAC-Missouri, Inc. for offering the lowest and best bid for Boone County.

Total cost of contract is \$807,939.09 with a 10% contingency (\$80,793.90) for a total purchase order amount of \$888,732.99. Contract will be paid from department 2040 – PW Maintenance Operations, account 71100 – Outside Services. \$900,000.00 was budgeted for this project. Attached is a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works

John Watkins, PW

Bid File

BID TABULATION 40-14JUN07 ASPHALT OVERLAY & ROADWAY DRAINAGE IMPROVEMENTS

Bethel Church R	Bethel Church Road		Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total	
Mobilization	LS	1	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	
Removals	LS	1	\$36,000.00		\$11,000.00	\$11,000.00	
Traffic Control-Local	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	
15" cmp	LF	608	\$25.00	\$15,200.00	\$24.20	\$14,713.60	
15" cmp-poly w/M.E.	LF	64	\$60.00	\$3,840.00	\$30.80	\$1,971.20	
18" cmp-poly w/M.E.	LF	174	\$60.00	\$10,440.00	\$26.40	\$4,593.60	
Roadway Pipe							
Replacement Patch	SY	124	\$75.00	\$9,300.00	\$60.50	\$7,502.00	
Dig Out Repair	SY	200	\$93.50	\$18,700.00	\$77.00	\$15,400.00	
Additional Depth-Dig Out							
Repair	CY	2	\$75.00	\$150.00	\$110.00	\$220.00	
Surface Rock	TON	15	\$25.00	\$375.00	\$17.60	\$264.00	
Type 1 Rolled Stone	TON	45	\$25.00	\$1,125.00	\$19.80	\$891.00	
Type 2 Base Rock	TON	15	\$25.00	\$375.00	\$19.80	\$297.00	
Asphalt Driveway							
Replacement	SY	22	\$30.00	\$660.00	\$98.00	\$2,156.00	
Aggregate Driveway							
Replacement	SY	294	\$10.00	\$2,940.00	\$5.50	\$1,617.00	
Concrete Driveway					***************************************		
Replacement	SY	12	\$70.00	\$840.00	\$168.00	\$2,016.00	
Asphalt			***************************************				
Approaches/Swale			***************************************				
Driveways	SY	160	\$30.00	\$4,800.00	\$66.00	\$10,560.00	
Paving Fabric	SY	4722	\$2.50	\$11,805.00	\$2.48	\$11,710.56	
Asphalt Surface Mix	TON	440	\$60.00	\$26,400.00	\$68.00	\$29,920.00	
Asphalt Wedge	TON	14	\$60.00	\$840.00	\$68.00	\$952.00	
Ditching	LF	3000	\$4.00	\$12,000.00	\$6.38	\$19,140.00	
Erosion Control Blanket-					į		
SC150	SY	2170	\$5.00	\$10,850.00	\$2.75	\$5,967.50	
Erosion Control Blanket-	***************************************				***************************************		
C350	SY	18	\$10.00	\$180.00	\$13.75	\$247.50	
Restoration	AC	0.43	\$10,000.00	\$4,300.00	\$3,850.00	\$1,655.50	
Concrete Curb & Gutter					WWW		
Replacement	LF	12	\$50.00	\$600.00	\$150.00	\$1,800.00	
Concrete Pipe Patch						•	
Repair	LS	1	\$9,000.00	\$9,000.00	\$2,000.00	\$2,000.00	
Bethel Church Road Bid	Total			\$192,720.00		\$164,594.46	

Old Plank Road			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	LS	1	\$6,000.00	\$6,000.00	\$4,700.00	\$4,700.00
Removals	LS	1	\$28,000.00	\$28,000.00	\$2,750.00	\$2,750.00
Traffic Control-Major	LS	1	\$8,000.00	\$8,000.00	\$4,600.00	\$4,600.00
15" cmp	LF	10	\$25.00	\$250.00	\$19.80	\$198.00
15" cmp-poly w/M.E.	LF	52	\$60.00	\$3,120.00	\$22.00	\$1,144.00
18" cmp-poly w/M.E.	LF	30	\$60.00	\$1,800.00	\$26.40	\$792.00
20"x28" arched cmp-poly						
w/M.E.	LF	36	\$75.00	\$2,700.00	\$63.80	\$2,296.80
Roadway Pipe						
Replacement Patch	SY	40	\$75.00	\$3,000.00	\$60.50	\$2,420.00
Dig Out Repair	SY	125	\$90.00	\$11,250.00	\$77.00	\$9,625.00
Surface Rock	TON	6	\$25.00	\$150.00	\$17.60	\$105.60
Type 1 Rolled Stone	TON	10	\$25.00	\$250.00	\$19.80	\$198.00
Asphalt						
Approaches/Swale			-			
Driveways	SY	25	\$30.00	\$750.00	\$66.00	\$1,650.00
Paving Fabric	SY	6000	\$2.50	\$15,000.00	\$2.43	\$14,580.00
Asphalt Surface Mix	TON	520	\$60.00	\$31,200.00	\$68.00	\$35,360.00
Asphalt Wedge	TON	22	\$60.00	\$1,320.00	\$68.00	\$1,496.00
Ditching	LF	1650	\$4.00	\$6,600.00	\$6.38	\$10,527.00
Erosion Control Blanket-						
SC150	SY	1200	\$7.00	\$8,400.00	\$2.75	\$3,300.00
Erosion Control Blanket-					and the same of th	
C350	SY	34	\$10.00	\$340.00	\$13.75	\$467.50
Restoration	AC	0.03	\$10,000.00	\$300.00	\$3,850.00	\$115.50
Graded Rip Rap	CY	2	\$250.00	\$500.00	\$63.00	\$126.00
Old Plank Road Bid Tota	1			\$128,930.00		\$96,451.40

Cedar Grove Blvd.			Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended To	
Mobilization	LS	1	\$6,000.00	\$6,000.00	\$3,600.00	\$3,60	
Removals	LS	1	\$30,000.00	\$30,000.00	\$5,700.00	\$5,70	
Traffic Control-Local	LS	1	\$1,000.00	\$1,000.00	\$1,900.00	\$1,90	
Traffic Control-Major	LS	1	\$3,000.00	\$3,000.00	\$3,400.00	\$3,40	
12" cmp	LF	90	\$25.00	\$2,250.00	\$17.60	\$1,58	
15" cmp	LF	34	\$30.00	\$1,020.00	\$19.80	\$673	
18" cmp	LF	36	\$35.00	\$1,260.00	\$22.00	\$792	
24" cmp-poly w/M.E.	LF	36	\$60.00	\$2,160.00	\$40.15	\$1,44	
30" cmp-poly w/M.E.	LF	30	\$65.00	\$1,950.00	\$49.50	\$1,48	
Roadway Pipe							
Replacement Patch	SY	15	\$75.00	\$1,125.00	\$60.50	\$907	
Dig Out Repair	SY	10	\$90.00	\$900.00	\$137.50	\$1,375	
Additional Depth-Dig Out							
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220	
Surface Rock	TON	14	\$25.00	\$350.00	\$17.60	\$246	
Type 1 Rolled Stone	TON	12	\$25.00	\$300.00	\$19.80	\$237	
Type 2 Base Rock	TON	10	\$25.00	\$250.00	\$20.35	\$203	
Aggregate Driveway							
Replacement	SY	15	\$10.00	\$150.00	\$5.50	\$82	
Concrete Driveway							
Replacement	SY	36	\$90.00	\$3,240.00	\$168.00	\$6,048	
Asphalt							
Approaches/Swale				***************************************			
Driveways	SY	15	\$30.00	\$450.00	\$66.00	\$990	
Paving Fabric	SY	8250	\$2.50	\$20,625.00	\$2.50	\$20,625	
Asphalt Surface Mix	TON	720	\$60.00	\$43,200.00	\$66.00	\$47,520	
Asphalt Bit Base	TON	12	\$60.00	\$720.00	\$62.00	<u>\$7</u> 44	
Asphalt Wedge	TON	35	\$60.00	\$2,100.00	\$66.00	\$2,310	
Ditching	LF	600	\$4.00	\$2,400.00	\$6.38	\$3,828	
Erosion Control Blanket-					***************************************		
SC150	SY	365	\$7.00	\$2,555.00	\$2.75	\$1,003	
Erosion Control Blanket-							
C350	SY	35	\$10.00	\$350.00	\$13.75	\$481	
Restoration	AC	0.04	\$10,000.00	\$400.00	\$3,850.00	\$154	
Graded Rip Rap	CY	8	\$200.00	\$1,600.00	\$63.00	\$504	
Cedar Grove Blvd. Bid T	otal			\$129,555.00		\$108,060	

Scott Boulevard		Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	LS	1	\$6,000.00	\$6,000.00	\$3,300.00	\$3,300.00
Removals	LS	1	\$3,000.00	\$3,000.00	\$2,750.00	\$2,750.00
Traffic Control-Major	LS	1	\$10,000.00	\$10,000.00	\$4,400.00	\$4,400.00
Roadway Pipe						
Replacement Patch	SY	62	\$50.00	\$3,100.00	\$60.50	\$3,751.00
Dig Out Repair	SY	160	\$70.00	\$11,200.00	\$99.00	\$15,840.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Paving Fabric	SY	2300	\$3.00	\$6,900.00	\$2.94	\$6,762.00
Asphalt Surface Mix	TON	580	\$90.00	\$52,200.00	\$70.00	\$40,600.00
Asphalt Wedge	TON	20	\$90.00	\$1,800.00	\$70.00	\$1,400.00
Ditching	LF	100	\$15.00	\$1,500.00	\$6.38	\$638.00
Restoration	LS	1	\$1,000.00	\$1,000.00	\$3,850.00	\$3,850.00
French Drain	LF	180	\$30.00	\$5,400.00	\$27.50	\$4,950.00
Scott Boulevard Bid Tota			\$102,300.00		\$88,461.00	

Brushwood Creek Road			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	LS	1	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00
Milling	LS	1	\$5,000.00	\$5,000.00	\$500.00	\$500.00
Traffic Control-Local	LS	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
Dig Out Repair	SY	200	\$70.00	\$14,000.00	\$77.00	\$15,400.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Paving Fabric	SY	2445	\$3.00	\$7,335.00	\$2.94	\$7,188.30
Asphalt Surface Mix	TON	215	\$70.00	\$15,050.00	\$71.00	\$15,265.00
Asphalt Bit Base	TON	0	\$0.00	\$0.00	\$71.00	\$0.00
Asphalt Wedge	TON	15	\$70.00	\$1,050.00	\$71.00	\$1,065.00
Brushwood Creek Road	Bid Tota	al		\$49,635.00		\$46,738.30

Brandywine Cree	Brandywine Creek Road				APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	LS	1	\$5,700.00	\$5,700.00	\$3,300.00	\$3,300.00
Removals	LS	1	\$5,000.00	\$5,000.00	\$550.00	\$550.00
Traffic Control-Local	LS	1	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00
Traffic Control-Major	LS	1	\$5,000.00	\$5,000.00	\$800.00	\$800.00
Dig Out Repair	SY	12	\$100.00	\$1,200.00	\$137.50	\$1,650.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Asphalt						
Approaches/Swale					ľ	
Driveways	SY	25	\$30.00	\$750.00	\$88.00	\$2,200.00
Paving Fabric	SY	6150	\$2.50	\$15,375.00	\$2.43	\$14,944.50
Asphalt Surface Mix	TON	530	\$60.00	\$31,800.00	\$69.00	\$36,570.00
Asphalt Wedge	TON	5	\$60.00	\$300.00	\$69.00	\$345.00
Brandywine Creek Road			\$66,325.00		\$61,679.50	

Hunters Ridge Subdivision Picket Post & Ridley Woods Streets			Christens	Christensen Construction		APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total	
Mobilization	LS	1	\$6,000.00	\$6,000.00	\$3,100.00	\$3,100.00	
Milling	SY	6133	\$2.10	\$12,879.30	\$2.38	\$14,596.54	
Traffic Control-Local	LS	1	\$2,000.00	\$2,000.00	\$1,600.00	\$1,600.00	
Paving Fabric	SY	6133	\$2.50	\$15,332.50	\$2.43	\$14,903.19	
Asphalt Surface Mix	TON	700	\$60.00	\$42,000.00	\$68.00	\$4 7 ,600.00	
Hunters Ridge Subdivision Total				\$78,21 <u>1.</u> 80		\$81,799.73	

Trails West Subd	n	Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	LS	1	\$4,000.00	\$4,000.00	\$3,600.00	\$3,600.00
Removals-Includes miter						
of CMP	LS	11	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
12" CMP	LF	48	\$30.00	\$1,440.00	\$17.60	\$844.80
15" CMP	LF	66	\$40.00	\$2,640.00	\$19.80	\$1,306.80
6" Concrete Drive						
Replacement	SY	17	\$100.00	\$1,700.00	\$168.00	\$2,856.00
6" Gravel Driveway						
Replacement	SY	30	\$10.00	\$300.00	\$18.00	\$540.00
Ditching-Includes berm						
@8313	LF	245	\$12.00	\$2,940.00	\$6.60	\$1,617.00
Erosion Control Blanket						
(SC 150)	SY	180	\$6.00	\$1,080.00	\$2.75	\$495.00
Seeding & Mulching	LS	1	\$1,000.00	\$1,000.00	\$3,850.00	\$3,850.00
6" x 9" Rock Ditch Liner	CY	17	\$100.00	\$1,700.00	\$64.00	\$1,088.00
T-Post Installation	EA	2	\$100.00	\$200.00	\$165.00	\$330.00
Trails West Subdivision	Total			\$23,000.00		\$19,527.60

Pin Oak Blvd.		Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00
Dig Out Repair	SY	12	\$70.00	\$840.00	\$88.00	\$1,056.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Asphalt Wedge	TON	2	\$100.00	\$200.00	\$266.00	\$532.00
Pin Oak Blvd. Bid Total	<u></u>			\$3,240.00		\$4,208.00

Golf Blvd.		Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
 Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$600.00	\$600.00
Dig Out Repair	SY	29	\$70.00	\$2,030.00	\$88.00	\$2,552.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Golf Blvd. Bid Total				\$4,230.00		\$3,372.00

St. Charles Road			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
 Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$6,900.00	\$6,900.00
Dig Out Repair	SY	470	\$60.00	\$28,200.00	\$77.00	\$36,190.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Asphalt Wedge	TON	15	\$100.00	\$1,500.00	\$266.00	\$3,990.00
St. Charles Road Bid Total				\$31,900.00		\$47,300.00

Lakeland Drive		Christens	en Construction	APAC-Missouri, Inc.		
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic			Accidentation			
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00
Dig Out Repair	SY	89	\$75.00	\$6,675.00	\$88.00	\$7,832.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Lakeland Drive Bid Total				\$8,875.00		\$9,452.00

Wellington Drive			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$3,200.00	\$3,200.00
Dig Out Repair	SY	133	\$80.00	\$10,640.00	\$77.00	\$10,241.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Asphalt Wedge	TON	4	\$100.00	\$400.00	\$265.00	\$1,060.00
Wellington Drive Bid Total				\$13,240.00		\$14,721.00

Mary Ann Circle			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic			***************************************			
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
Dig Out Repair	SY	10	\$150.00	\$1,500.00	\$137.50	\$1,375.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Mary Ann Circle Bid Total				\$3,700.00		\$2,795.00

Moberly Drive			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
Dig Out Repair	SY	180	\$80.00	\$14,400.00	\$77.00	\$13,860.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Asphalt Wedge	TON	1.5	\$100.00	\$150.00	\$625.00	\$937.50
Moberly Drive Bid Total		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$16,750.00		\$19,217.50

Timothy Court			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic					***************************************	
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
Dig Out Repair	SY	39	\$80.00	\$3,120.00	\$110.00	\$4,290.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Timothy Court Bid Total				\$5,320.00		\$5,510.00

Brock Rogers			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic			Table to the state of the state			
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$1,200.00	\$1,200.00
Dig Out Repair	SY	85	\$82.00	\$6,970.00	\$93.50	\$7,947.50
Additional Depth-Dig Out		······································				
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
Brock Rogers Bid Total				\$9,170.00		\$9,367.50

South Cowan Drive			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic	***************************************		1			
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00
Dig Out Repair	SY	204	\$82.00	\$16,728.00	\$77.00	\$15,708.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
South Cowan Drive Bid Total				\$18,928.00		\$18,228.00

River Oaks Road			Christens	en Construction	APAC-Missouri, Inc.	
Description	Unit	Qty	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization/Traffic						
Control-Local Road Area	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
Dig Out Repair	SY	56	\$107.00	\$5,992.00	\$93.50	\$5,236.00
Additional Depth-Dig Out						
Repair	CY	2	\$100.00	\$200.00	\$110.00	\$220.00
River Oaks Road Bid Total				\$8,192.00		\$6,456.00

	Christensen Construction	APAC-Missouri, Inc.
BID TOTALS		
Bethel Church Road Bid Total	\$192,720.00	\$164,594.46
Old Plank Road Bid Total	\$128,930.00	\$96,451.40
Cedar Grove Blvd. Bid Total	\$129,555.00	\$108,060.10
Scott Blvd. Bid Total	\$102,300.00	\$88,461.00
Brushwood Creek Road Bid Total	\$49,635.00	\$46,738.30
Brandywine Creek Road Bid Total	\$66,325.00	\$61,679.50
Hunters Ridge Subdivision Roads Bid		
Total	\$78,211.80	\$81,799.73
Trails West Subdivision-Bid Total	\$23,000.00	\$19,527.60
Total of All Overlay Bids	\$770,676.80	\$667,312.09
CHIP & SEAL PREP WORK	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	at Paris III ya ga baba da
Pin Oak Blvd. Prep Total	\$3,240.00	\$4,208.00
Golf Blvd. Prep Total	\$4,230.00	\$3,372.00
St. Charles Road Prep Total	\$31,900.00	\$47,300.00
Lakeland Drive Prep Total	\$8,875.00	\$9,452.00
Wellington Drive Prep Total	\$13,240.00	\$14,721.00
Mary Ann Circle Prep Total	\$3,700.00	\$2,795.00
Moberly Drive Prep Total	\$16,750.00	\$19,217.50
Timothy Court Prep Total	\$5,320.00	\$5,510.00
Brock Rogers Road Prep Total	\$9,170.00	\$9,367.50
South Cowan Dr. Prep Total	\$18,928.00	\$18,228.00
River Oaks Road Prep Total	\$8,192.00	\$6,456.00
TOTAL OF ALL PREP BIDS	\$123,545.00	\$140,627.00

\$894,221.80

GRAND TOTAL

\$807,939.09

SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE | SS

On this 28TH day of JUNE, 2007, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

NOTARY PUBLIC
KHRIE EDWARDS
1183 North 300 West
Lehl, Umh 84043
My Commission Expires
March 3, 2011
STATE OF UTAH

83070 LN , nemeW baoR weiV nistrnoM 31 Attn: Surety Department

Pacific Indemnity Company Vigilant Insurance Company Federal Insurance Company

YENROTTA OF POWER

Surety Chubb



Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, Vigillant Insurance appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah and propertions appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah

any instrumenta are in or benefier the muriant yna, to nobanke in ordification of a she set ordification of a set of ordifications. aurely thereon or otherwise, bonds and undertailings and other writings obligatory in the nature thereof (other than believes, and privan or executed in the course of business, and each as their true and lawful Attorney- in- Fact to exacute under such designation in their names and is affix their corporate seets to and deliver for and on their behalf as

IN WITHERS WINSTOOM, SOID FEDERAL HISURAYCE COMPANY, VICHLANT INSURANCE COMPANY, and PACKTIC INDEMNITY COMPANY have seen executed and stireted their compones social compones seen selficed their compones seen section this 2 day of AUGUST, 2006

Inebiesry solv, ritika 3 '4 nidol

STATE OF NEW JERSEY

County of Somorad

eignature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by suthority of said By- Laws and estimated Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and brows him to be Vice President of said Companies; and that the Sorreging Power of Attorney are such corporate seeks and were thereto affined by authority of the By- Laws of said Companies; and that he eigned said Power of Attorney as INSURANCE COMPANY, VICHLANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and Intoin the corporate seek thereof, that the seek affixed to the section the longgoing Power of Atlomey, and the said Kenneth C. Wendel, being by me duly swom, did depose and say that he is Assistant Secretary of FEDERAL. IDIONINA TO DIS AGRISTIONA SOCIETANY INSURANCE COMPRAY, VIGELANT INSURANCE COMPANY, EIN PACIFIC INDEMINITY COMPANY, THE COMPANIA WHICH Dri Sadi no before me, a Motary Public of New Jersey, personally came Kenneth C. Wendel, to me day of August, 2006

MONONDIAN

Notary Public, State of New Jersey
Lio, 223 1647
Commission Expires Od., 26, 2009 KYKEN Y EDEK

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNTY COMPANY:

Company with respect to any bond or underteiding to which it is attached." pruqued about the Company and and arch power so executed and certified by such facalmile and facalmile and shall be valid and binding upon the writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facelinitie stendings seed shall be valid and contificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and electing bonds and undertainings and other enty Americateria Vice President, any Secretary, any Assistant Secretary and the seel of the Company may be affixed by fecelimite to any power of adomney or to any signature of such officers may be engraved, printed or littrographed. The signature of each of the following officers: Chekman, President, any Vice President, President or a Vice President or an Assistant Vice President, Jointly with the Secretary or an Assistant Secretary, under their respective designations. The "All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, sither by the Chairman or the

I, Kenneth C., Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, WOLLANT RISURANCE COMPANY, and PACIFIC INDEMNTY COMPANY

- the foregoing extract of the By- Laws of the Compenies is true and correct,
- in American Sames, Guain, and sects of the Provinces of Canada except Prince Edward letend; and eathorized by the U.S. Virgin lalends, further, Federal and Vigitarit are incereed in Puent Rich L.S. Virgin lalends, and Federal is licensed in Puent Rich L.S. Virgin lalends, and Federal is licensed in Puent Rich L.S. Virgin lalends, and Federal is licensed in Puent Rich Line and Pue the Compenies are duly licensed and euthorized to transact surely business in all 50 of the United States of America and the District of Columbia and are
- (H) the foregoing Power of Altomey is true, correct and in full force and effect.

100E 78, 2007 Given under my hand and esels of said Companies of Warren, W this

nneth C/Wendel, Assistant Secretary







MATTER, PLEASE CONTRCT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3483 FEX (908) 903-3656 IN THE EYENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER

B-mail: surety@chubb.com

Certificate of Insurance

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

This is to Certify that
Oldcastle Materials, Inc.
APAC-Missouri, Inc.
P O Box 1117
Columbia, MO 65205

NAME AND ADDRESS OF INSURED



is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE CONTINUOUS EXTENDED POLICY TERM	POLICY NUMBER	LIMIT OF E	LIABILITY
WORKERS COMPENSATION	9/1/2007	WA7-C8D-004095-026 WC7-C85-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY OR, WI	Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
GENERAL LIABILITY OCCURRENCE CLAIMS MADE	9/1/2007	TB2-681-004095-116	Products / Completed Operations Aggregat \$2, Bodily Injury and Property Damage Liabili \$2, Personal Injury	Completed Operations 000,000 e 000,000
AUTOMOBILE LIABILITY OWNED NON-OWNED HIRED	9/1/2007	AS2-C85-004095-126	\$2,000,0	Each Accident—Single Limit DOD B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER EVIDENCE OF COVERAGE			Auto: Comp Ded \$10,000/Coll Ded	\$10,000
Boone County is named as	s additional insured	<u></u>	or reduced before the certificate expiration date	2

[•] If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date. SPECIAL NOTICE-OHIO: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILITY OF INSURANCE FRAUD.

IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS: IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual Insurance Group

Cortificate Holder CO

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

Judith Balazentis

AUTHORIZED REPRESENTATIVE

12 Federal Street, Ste. 310

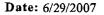
Pittsburgh PA 15212-5706 412-231
OFFICE PHONE

412-231-1331 06/28/07 PHONE DATE ISSUED

OFFICE

NM 772

Insurance Binder



Binder No. 0000399-001

Insured: Boone County Commission

601 E. Walnut, Room 209 Columbia, MO 65201



Line

Policy Number

Effective Date 6/28/2007

Owners & Contractors Protective TF1-681-025218-957

Pending the issuance of the policy of the type or types described below, LIBERTY MUTUAL GROUP agrees to insure the Insured, but only for the coverages indicated, under policy forms in use by the Company as of the effective date of this binder. The limit of the Company's Liability or Amount of Insurance against each such coverage shall be stated herein, subject to all the terms of the policy having reference thereto, and no insurance is provided for coverages for which no such limit or amount is stated. Issuance of the executed policy or policies voids this binder as of the effective date of such policy.

This binder may be cancelled (1) by the company by written notice to the insured at the address shown above stating when thereafter such cancellation shall be effective, or (2) by the insured by mailing written notice to the company stating when thereafter such cancellation shall be effective.

This binder shall be effective on 6/28/2007 at 12:01 AM., and unless previously cancelled, shall expire on 8/28/2007 at 12:01 AM., Standard Time, at the address of the insured.

This binder when duly countersigned is issued on behalf of a member company of the Liberty Mutual Group, herein referred to as the Company as respects the indicated coverages under policy forms in use by the Company as of the effective date of the binder.

LIBERTY MUTUAL GROUP

Dexter R. Legg SECRETARY Edmund F. Kelly
PRESIDENT

Judith Balazentis

AUTHORIZED REPRESENTATIVE

Account Executive: Underwriter:

Sales Office: Pittsburgh

Phone: 412-231-1331

Insurance Binder

Date: 6/29/2007

Binder No. 0000399-001

Insured: Boone County Commission 601 E. Walnut, Room 209 Columbia, MO 65201



Line of Business: Owners and Contractors Protective Liability

Section I - Line of thunness Policy Number

Owners & Contractors Protective TF1-681-025218-957

6/28/2007

Liberty Mutual Insurance Company

Section IL - Coverage Lands Owners and Contractors Protective Liability

Bodily Injury & Property Damage Limit

\$2,000,000 Each Occurrence

Aggregate Limit

Aggirgan da Long Other Service

\$2,000,000 Aggregate

State of the Control Designated Contractor

988 (446) 3 Jan 1997 (1997)

Stylmory: Samaget a. .

APAC Missouri, Inc. P.O. Box 1117 Columbia, MO 65205

Section 111 - States /Locations Covered

Re: Asphalt Overlay & Roadway, Drainage Improvements, Boone County, MO

Section IV - Special Provisions

Requested by: Kim Riley

This binder does not list endorsements that will be included on the policies.

Page 2 of 2

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

DATE	ADDENDUM NUMBER
6/6/07	1
6/11/07	2
<u> </u>	·
COMPANY NAME:	APA Missouri, Irc. Po Box 1/17 Colubia, MO 65205
ADDRESS:	PO Box 1117 Colubia, MO 65205
PHONE NUMBER:	573 - 449 -0886
AUTHORIZED REPRESENTATIVE:	JANA!

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI
COUNTY OF BOONS
says that he is, being first duly sworn, deposes and
(Title of Person Signing)
of APAC Missouri, 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 By
By
Sworn to before me this
My Commission Expires Notary Public 3/25/10 WARREN L HARMS

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2010
Commission # 06527793

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 () corporation, incorporated under laws	
Dekware	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 APAC Missouri, Tre.) (If a corporation - show its name above)	e above in addition to legal names) 1591 E Prarhersuille Rd. Columbia. 202
ATTEST: Asst (Secretary)	Au tuly VCE POESIDENT

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 till out all parts applicable, and strike out all parts not applicable.)
State of MISSOURI
County of EOON 5
On this 14 day of JUNIS, 2007 before me appeared Show Riley JOHN PSIto personally known,
who, being by me first duly sworn, did say that he / she 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
President or other agent
of; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he she acknowledged said proposal to be the free act and deed of said corporation.
Witness my hand and seal at
first above written.
(SEAL) Notary Public
My Commission expires
WARREN I HARMS

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2010
Commission # 06527793

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.

Signature: Firm APAC Missowi, Tx.

By The Wee Person Title Vice Person Title Vice Person To Columbia, Mo 65205

Phone 573-449-0886



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA as Surety, hereinafter called the Surety, are held and firmly bound unto BOONE COUNTY
601 E WALNUT, 2ND FLOOR, ROOM 209
COLUMBIA, MO 65201

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 presents.

WHEREAS, the Principal has submitted a bid for PROJECT 07-531 ASPHALT OVERLAY & ROADWAY 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 14 day of JUNE, 2007.

(Witness)

(Witness)

APAC-MISSOURI, INC.

 α α

ad A Girard *(Titl*

FEDERAL INSURANCE COMPANY

Strety) (Seal)

Shawn A Riley (Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF BOONE

3 SS

On this 14 day of JUNE, 2007, before me personally came SHAWN A RILEY to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Notary Public

WARREN L. HARMS
Note of Ander - Notery Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2010
Commission # 06527793



Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company **Vigilant Insurance Company** Pacific Indemnity Company.

Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Arien W. Halvorson, Shawn A. Riley, John A. Pasley, Michael J. Eshleman, David B. Anderson, Rodney K. Johnson and Conrad E. Hake of Columbia, Missouri-

each as their true and lawful Attomey- in- Fact to execute under such designation in their names and to affix their comparate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of bysiness (but not to include any instruments amending or altering the same, nor consents to the modification or afferation of any instrument referred to in said bonds or obligations) on behalf of APAC - Missouri, Inc. (DBA - Missouri Division) as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 13th day of April, 2007

STATE OF NEW JERSEY

County of Somerset

On this, 13th day of April, 2007 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the toregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Nords, Jr., and knows him to be Vice President of said Companies, and that the signature of David B. Nords, Jr., subspiced to said Power of Attorney is in the genuine handwriting of David B. Nords, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



KATHERINE KALBACHED NOTARY PUBLIC OF NEW JERSEY No. 2316685 Commission Expires July 8, 2009 CERTIFICATION

Aldhin Tallach.

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY.

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President of a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Secretary, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimila to any power of attorney or to any certificate relating thereto appointing Assistant Secretaines or Allomays. In: Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facelroile seal shall be valid and binding upon the Company and any such power so executed and certified by such fassimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

Kermeth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certily that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,

(ii) the Companies are duly Icensed and authorized to transact surely business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Fuerto Rico and the

U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Cahada except Prince Edward island: and

(iii) the foregoing Power of Attorney is true, correct and in full lorce and effect. Blyen under my hand and seels of seld Companies at Warren, NJ trie ____/ / 1







N THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@ chubb.com

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: APAC Missouri, Inc.
2.	BUSINESS ADDRESS: 1591 & Prathersville Rd
	Columbia, mo 65202
3.	WHEN ORGANIZED: 1/28/98
4.	WHEN INCORPORATED: 1/28/98
5.	IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR
	FEDERAL TAX IDENTIFICATION NUMBER: 61-1320131
6.	Number of years engaged in contracting business under present firm name:
	9t
7.	If you have done business under a different name, please give name and location:
8.	Percent of work done by own staff: 80% - 85%
9.	Have you ever failed to complete any work awarded to your company? If so, where and why?: N_o
10.	Have you ever defaulted on a contract?
11.	List of contracts completed within the last four years, including value of each:
12.	List of projects currently in progress: Attached Sheets

* Attach additional sheets as necessary *

Asphalt Overlay & Roadway Drainage Improvements Addendum No. 1 June 6, 2007 Bid No. 40 – 14- JUN 07 Project No. 07 – 531

- 1. Prevailing Wage Wage Order # 14 is now in affect and attached. Please replace Wage Order # 13 in the Bid Document
- 2. Prime Oil will not be required for this project.
- 3. Exhibit J Add Scott Blvd. to this list.
- 4. Millings from the Hunters Ridge Subdivision shall be delivered to the Boone County North Facility located at 5501 N. Oakland Gravel Road.
- 5. Trails West has been added to the project. See Drawing attached with a new Bid Form for the Trails West project only.
- 6. A new Bid Form Page 9 has been revised. Please replace existing page 17, with the revised form.

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>
6/6/07	
COMPANY NAME:	APAC Missouri, Inc.
ADDRESS: PHONE NUMBER:	APAC Missouri, Inc. PO Box 1117 Columbia, MO 65205
AUTHORIZED REPRESENTATIVE:	573 449-0886 SSS

TO: Andy Baker

Asphalt Overlay & Roadway Drainage Improvements Addendum No. 2 June 11, 2007 Bid No. 40 – 14- JUN 07 Project No. 07 – 531

- 1. Brushwood Creek Road Bid Form The Unit for the line item Milling has been revised to read: Lump Sum Bid with Quantity being one (1).
- 2. A new Bid Form Page 4 has been revised. Please replace existing page 12, with the revised form.

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

DATE	ADDENDUM NUMBER
6/11/07	2
	·
COMPANY NAME:	APAC Missouri, Inc. Po Box 1117 Columbia, MO 65205
ADDRESS:	Po Box 1117 Columbia, MO 65205
PHONE NUMBER:	573-449-0886
AUTHORIZED REPRESENTATIVE:	alabe



Reject McDowell Cook Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

SIETEILS, AFAC-HISSOURI, (HC.

USING IN MISSOURI THE MAKE 484C-71[330URI, [3C-

AYS COMPLIED ALLY LIKE GERETY YND BREINEZE COMBONYLLION FYR THICH GOVERNE FOREIGN CORFORMIGNE) BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOUR! AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND SOOD STANDING UNDER THE LAYS OF THE

MON, THESEFORE, I. RESERVE HOUSELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURY, OD HEREY CERTLEY THAT SAID CERPORATION IS FACH THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRICE OF THE SENSITY OF FOREIGN CORPORNO THE SENSITY OF FOREIGN CORPORNO TO FOREIGN OF THE SENSITY OF FOREIGN CORPORNO TO ALL RIGHTS AND THE SENSITY OF FOREIGN CORPORNO TO ALL RIGHTS AND THE SENSITY OF FOREIGN CORPORNO TO ALL RIGHTS AND THE SENSITY OF THE SENSITY AND BUSINESS CORPORATION LAY OF MISSOURL.

IN TESTINONT WHEREDE, THY ISS SYLKY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, OH THIS, THE LEDY OF JAHUARY, EGGS.

Monday, February 12, 2007

To Whom it May Concern

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent(%) of work done by own staff:

80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: <u>Under both the previous business name</u> and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant - Asphalt Work \$380,000

Higginsville Airport - Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction - Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville - Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirksville High School Track - Reconstruction of Running Track \$450,000

Rte I-70 Boone - Asphalt Paving \$6,000,000

Rte 249 Jasper - Bridge Work \$29,000,000

Rte 65 Taney - Asphalt Paving and Bridge Work \$10,000,000

City of Boonville - Asphalt Work \$350,000

City of Brookfield - Asphalt and Milling \$250,000

City of Cameron - Asphalt and Milling \$100,000

City of Centerview - Asphalt Work \$190,000

City of Chillicothe - Asphalt and Milling \$250,000

City of Columbia - Asphalt and Milling \$300,000

City of Fulton - Asphalt Work \$250,000

City of Macon - Asphalt Work \$200,000

City of Marshall - Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail - \$250,000

City of Moberly - Asphalt Work \$250,000

City of Richmond - Asphalt and Milling \$100,000

Southern Boone Co R-I Schools - Base Rock and Asphalt \$100,000

Truman State University - Base Rock and Asphalt \$140,000

University of Missouri - Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen's Moberly - Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia -Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia - Asphalt and Street Print \$850,000

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

June

20 07

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 Revision for Paris Road Warehouse Shelving.

Department Name and Account	Amount of Decrease	Amount of Increase
Number		
1123-86800 Emergency Funds	\$3,211.00	
1251-71505 Building Lease Charges	_	3,211.00

Done this 26th day of June, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson

Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elki

District II Commissioner

REQUEST FOR BUDGET REVISION

BOONE COUNTY, MISSOURI

06-07-07 EFFECTIVE DATE

PRESIDING COMMISSIONER

RECEIVÉD

2007 32

FOR AUDITORS USE

COMMISSIONER

Revised 04/02

JUN 0 7 2007

_										BOONE COUNTY	(Use whole	\$ amounts)	
				ļ	{					DOONE COOM!	MID DIT QI	Transfer From	Transfer To
De	Department				Account			ınt		Department Name	Account Name	Decrease	Increase
1	1	2	3		8	6	8	0	0	EMERGENCY FUNDS		3211 <u>.</u> 00	
1	2	5	1		7	1	5	0	5	SHERIFF'S	BUILDING CHARGES		3211.00
											,		
	_				L,								
												L	

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year? ⊠YES ☐NO If not, please explain (use an attachment if necessary):
Requesting Official
TO BE COMPLETED BY AUDITOR'S OFFICE A schedule of previously processed Budget Revisions/Amendments is attached. A schedule of previously processed Budget Revisions/Amendments is attached.
Unencumbered funds are available for this budget revision. Comments:
Auditor's Office

BUDGET AMENDMENT BACK UP PARIS ROAD WAREHOUSE

\$ 1,967.94 \ \$ 535.68 \ \$ 246.34 \ \$ 100.00 \ \$ 360.24 \	\$3,210.20		9570	invoice) iy fund
SHELVING SHELVING SHELVING MOVE CAMERAS ROLLING LADDER		-	S Items related to Paris Rd Warehouse TotAL	Less 10% discount (based on entire invoice) Total Amount needed from Emergency fund
MISSOURI SURPLUS PROPERTY MID CITY LUMBER WESTLAKES ALARM COMMUNICATIONS CENTER FACTORY SUPPLY ??			1.7.7.0 1.2.7.2.0 2.0.0.0.0 2.0.0.0.0	3 * 3 * 5 * 5 * 5 * 5 * 5 * 5 * 5 * 5 *
5 6 6 6	TOTAL			



OURI STATE AGENCY FOR SURPLUS PROPERTY DISTRIBUTION DOCUMENT AND INVOICE

()(CP/

INVOICE NO.

0031

DONEE	 		

3300 09-58

Boone County

Kenneth M. Pearson, Presiding Commissioner

901 East Walnut

Columbia MO

65201

Heith Hoskins

Therite

04/200/200

Missouri State Agency For Surplus Property 117 N. Riverside Drive P.O. Drawer 1310

Jefferson City, Missouri 65102
Tel: 573-751-3415 FAX: 573-751-1264
http://www.oa.mo.gov/purch/surplus.html
State Vendor # I3003500000

Please refer to the invoice number in the upper right corner and make check payable to:

RECEIVED BY, IF DIFFERENT

DATE

INTERNAL USE

						`	()
STATE	PROPERTY DESCRIPTION	CHECK	=n	USE ONLY	QUANTITY	UNIT of	TOTAL
STOCK NUMBER		BY	ACQUISI	TION COST	AND UNIT	SERVICE CHARGE	SERVICE CHARGE
	 		UNIT	TOTAL	ONT	CHARGE	CHARGE
F7/1B	Pollet Tolone aprichts	1/2362 P3	. 74	1423.76	1924	.30/	15m2
F2168	Pollet Theting Support Pros	Jr	, 74	3152.40	4260	,30	12180
F7112	Pattel Theling Cross Prais	7/	1 , 14	827.32	1118	.30	335,40
F7105	HoteH & Ra	4/3/02 05	٠	145.70		20-2	50 C
156515	Henrostatic / Foresis/Twes	eere Why	V. 13.58	154.56	12	100	12.00
1 F86 #0	Brushes	shu s	<u> </u>	11,84		1.00	L OC
(E7510.	EKPIENS	a sin	1. 6.52	751.84	12	, 25	3,000
	PAY FROM THIS INVO	ICE	7				
NOTATIONS:	100/0 discount -	James San Maria	Total Acquisition Cost	5771.42		THIS >	# 2103.9

The donee's representative acknowledges by his/her signature that the certification and agreement on the reverse side of this form have been read, understood, and agreed to as a condition of the donation and further understands that receipt and usage of donated property is subject to federal and state laws and regulations. NOTE: Personal use of donated property is a violation of federal law. The period of restriction begins after the property is placed into use.

I am authorized to obtain the property above for the donee.

SIGNATURE

MO 300-1163 (12-06)

DISTRIBUTION: WHITE - OFFICE; GREEN - OFFICE NUMERIC FILE; PINK - INVOICE; GOLDENROD - SHIPPING DOCUMENT



INVOICE

PRICE / UNIT

EXTENSION

Page#: 1

709 Paris Road (573) 474-9531

17145 Klinton Dr. imbla, MO 65202 Boonville, MO 65233 Sedalla, MO 65301 (660) 882-8315

2400 Clinton Road (660) 826-3033

SOLD TO:

BOONE COUNTY SHERIFF DEP ATTN: CAPT BRAUN 2121 COUNTY DRIVE COLUMBIA MO 65202

QUANTITY QUANTITY

SHIP TO:

BOONE COUNTY SHERIFF DEP Old MBS warehouse by Marathon office products COLUMBIA MO 65202

UNIT

TRANS NO.	TRANSACTION TYPE	STORE LOCATION
2254841	CHARGE SALE	COLUMBIA

CUSTOMER CODE	DATE	WRITTEN BY ORDERED BY CUSTOMER PO		0/\$	
BOOS	04/30/07	MIKE DODSON	Dwayne Care		KEVIN PICKETT

DESCRIPTION

ITEM COD	ÖRDERED	SHIPPED	DESCRIPTION	UNIT	PRICE / UNIT	EXTENSION
. ∋WB	45	45	Go to the North end of the building by the dock doors at the old MBS Bldng on Paris rd by Marathon Office Products 4X8 3/4 TG WAFERBOARD Take 9 pcs & cun into 2x4 pcs	1440.000	37.200/CSFT	535.68
			ship @ 1:30 sharp Thursday			

IMPORTANT: READ TERMS AND CONDITIONS GOVERNING THIS SALE ON REVERSE SIDE

SUB-TOTAL 535.68 **TAX** 0,00 **TOTAL AMOUNT** 535.68

1343010

Westlake

CUSTOMER NAME

DATE

05/17/07

BOONE CO JAIL

CUSTOMER NO.

236179

PEMITTANCES TO:

TLAKE HARDWARE

P.O. BOX 219370 KANSAS CITY, MO 64121-9370

CUSTOMER NAME BOONE CO JAIL

CUSTOMER NO. DATE 05/17/07 236179

STATEMENT INQUIRIES: CALL $\binom{913}{800}$ 599-2111 Ext 2591 Kathy Mora

(9-

BILL TO:

BOONE CO JAIL SHERIFF DEPT 2121 COUNTY JAIL

COLUMBIA

MO 65202-9051

-(00)		TO INSURE PROPER CREDI
001	:	 MAKE CHECK PAYABLE

AND REMIT TO: WESTLAKE HARDWARE

> P.O. BOX 219370 KANSAS CITY, MO 64121-9370

MO-002

Stmt#: 1343010

 PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

						Р
INVOICE NO.	DATE	LOCATION	CARD NO.	ORIGINAL AMOUNT	BALANCE DUE	IN
560861	5/14/07 55/03/07 04/27/07 04/27/07 04/27/07 04/25/07 04/25/07 04/25/07 04/23/07	Columbia	999999999999999999999999999999999999999	7.96 39.058 18.159 15.98 7.98 78.998 17.98 17.96	7.96 39.05 18.18 17.96 36.78 7.98 78.93 17.98 17.96	ភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភភ
T al of t	pen curi	ent invoice	s		246.34	sub
		REDIT TERMS	ARE NE	T 20	*****	
Please cal	l to vei	ify the val	****** id cred	*********** lit cards on	************ your	LINE A
account.	Any care mmediate	s not in yo ly. Our ta	ur poss x numbe	it cards on ession shou r is (913) *****	lđ be 888-8665.	OTTED
BILLING	DISPUTES	********** MUST BE MA	****** DE UPON	**************************************	*************** STATEMENT	ONG D
	450			Thank You	277	TEAR ALONG DOTTED LINE
						→
					DUE DATE	

	INVOICE NO.	BALANCE DU
	571721 560861 560304 5603346 560354 560188 560096 560117 570059 579979 569859	7.96 39.05 18.18 7.58 36.78 7.98 7.98 7.98 17.98 246.34
	Subtotal	246.34
▲ TEARALONG DOTTED LINE ▲		

DUE DATE 06/10/07

CURRENT	30 DAYS	60 DAYS	OVER 90 DAYS	TOTAL DUE
246.34	.00	.00	.00	246.34

PLEASE PAY	TOTAL DUE
THIS	246.34
AMOUNT -	

WESTLAKE HARDWARE

: 236179

ent No. : 1343010

Statement Date: 05/17/07

: 1 Page No.

INVOICE # 561721

0005 - Westlake Hardware #05

Tax exempt #12464848*NO EXP

BOONE CO JAIL

SHERIFF DEPT

2121 COUNTY JAIL

COLUMBIA

MO 65202-9051

Remit To: Westlake Ace Hardware

P.O. Box 219370

Kansas City MO 64121-9370

Statement Inquiries Call:

(913) 599-2111

(800) 892-7017

SUBTOTAL

TOTAL

Westlake Charge Total

Westlake Charge Account

2361799999

39.05

39.05

39.05

0005

001

60 4583 05/03/2007

11:23:54

4.000 @ 1.99

00501882 BRASS KEY BLANK SGL CUT

SUBTOTAL

7.96

TOTAL

1 Sale

7.96

7.96 nt

Westlake Charge Total

7.96

Westlake Charge Account

2361799999

0005 004 6972 05/14/2007

12:58:45

PICE # 560861

Westlake Hardware #05 Tax exempt #12464848*NO EXP

1 Sale

0 00529 5 6	PADLOCK 2-1/2	CHROME	26.49 nt
00560000	BULK FASTENERS		
	20.000 @	0.31	6.20 nt
00 560000	BULK FASTENERS		
	6.000 @	0.15	0. 90 n t
00560000	BULK FASTENERS		
	6.000 @	0.11	0.66 n t
0 0560000	BULK FASTENERS		
	32.000 @	0.09	2.88 nt
00560000	BULK FASTENERS		
	32.000 @	0.06	1.92 nt

INVOICE # 560304

0005 - Westlake Hardware #05 Tax exempt #12464848*NO EXP 1 Sale

10.000 @

05034269 SCREW DRIL HX10WASH1-1/2 00560000 BULK FASTENERS

2.70 nt

12.49 nt

02108017 BIT DRILL COBALT 7/64 SUBTOTAL

2.99 nt 18.18

TOTAL

18.18

10:04:53

Westlake Charge Total

18.18

Westlake Charge Account

2361799999

0005 003 4180 04/27/2007

INVOICE # 560346

0005 - Westlake Hardware #05 Tax exempt #12464848*NO EXP 1 Sale

02002368 BITDRILL SPLT PT1/8 PK2

3.79 nt

02002368 BITDRILL SPLT PT1/8 PK2

3.79 nt

Continued at right column above...

WESTLAKE HARDWARE

: 236179 BOONE CO JAIL ent No. : 1343010 SHERIFF DEPT SI Statement Date: 05/17/07 2121 COUNTY JAIL Page No. COLUMBIA : 3 MO 65202-9051 SUBTOTAL 78.93 SUBTOTAL TOTAL 78.93 TOTAL Westlake Charge Total 78.93 Westlake Charge Total Westlake Charge Account 2361799999 Westlake Charge Account

04/25/2007

13:49:31

INVOICE # 560059

0005 - Westlake Hardware #05 Tax exempt #12464848*NO EXP 1 Sale

00003369 DIDIGH CENTED 6 1 /2V1 /2

1				
Wes.	.ke	Charge Account	2361799999	,
We:	'ce	Charge Total	7.98	
TO"			7.98	
SUBTO	DTAL		7.98	
		DISPOSABLE EARPLUGS PK	2.49	nt
0002.	1362	PUNCH CENTER 5-1/2X1/2	5.49	nt

3845

0005 002 500 2561 04/25/2007 09:20:18

INVOICE # 559979

00013079 WD-40 AEROSOL 11 OZ 02007862 BLADE SAWZALL SUPER 14T 2.99 nt

14.99 nt

INVOICE # 559859

0005

0005 - Westlake Hardware #05 Tax exempt #12464848*NO EXP 1 Sale

 00501882
 BRASS KEY BLANK SGL CUT

 4.000
 @ 1.99
 7.96 nt

 SUBTOTAL
 7.96

 TOTAL
 7.96

 Westlake
 Charge Total
 7.96

 Westlake
 Charge Account
 2361799999

3521

Remit To: Westlake Ace Hardware

04/24/2007

P.O. Box 219370

Kansas City MO 64121-9370 Statement Inquiries Call:

> (913) 599-2111 (800) 892-7017

> > 17.98

17.98

17.98

2361799999

11:21:24



Continued at right column above...

Alarm Communication Center 806 N. Providence Rd. COLUMBIA, MISSOURI 65203-4360 (573) 875-8720 (800) 944-7508 Fax (573) 874-0400

SOLD TO:

Boone County Facilities Maintenance 601 E. Walnut Rm. 205 Columbia. MO 65201

Imvoles

	Elvio Elvio	05/16/07	
NET 15			
88282		02/01/02	

sній то неманка: 15

Boone County Sheriff's Office 1711 París Road Suite 105 Columbia, MO 65201

100.00 2740.00 50,00 C4 PREV. BALANCE Linked Acct AA-3890;Boone County Sh Moved Camera locations Service Call LAB 1000

2840.00

0.00 CR

100,00

0.00

100.00



Factory Supply, Inc. 1-888-242-3045 Fax: 727-347-4830

5546 1st Ave North St. Petersburg, FL 33710

www.FactorySupply.net

Name / Address					
Boone County Sheri Leasa Quick 2121 County Drive Columbia, MO 6520	·				
Phone 573-875-1111					
Customer Fax 573-874-8953					

Estimate #

11002

5/17/2007

Sales Rep: Robin

ltem #	Qty	Cost	Description	Total
BS6SH18	1	220.00	ROLLING SAFETY LADDER 6 Step; 60" Top platform height; 30" Handrails; 18" wide perforated (BS) tread. Lock Safe Device; 30" handrails. 300 lb. Capacity; Painted Gray Enamel.	220.00
		140.24	Estimated shipping. Delivery does not include a lift gate unless noted otherwise; (Drivers do not unload trucks). Ship Time: 4 weeks after receipt of order.	140.24
				,

If you would like to transform this quotation into an order:
Please sign and return back. We will contact you.

Sign Here:

Subtotal \$360.24

Sales Tax (0.0%) \$0.00

Total \$360.24

Sign Here:______
Date:

Orders over \$5,000 require a 30% deposit

Quote Good for 30 Days

Certified Government Supplier GSA #: GS-07F-5343P

2007 Emergency Fund 1123-86800

DATE	DEPARTMENT	DEPT. NO.	ACCOUNT	ORIGINAL BUDGET	AMOUNT USED	REMAINING BUDGET	DESCRIPTION
1/1/2007 1/29/2007 1/31/2007 2/1/2007 3/15/2007 5/25/2007 6/13/2007	Original budget Insurance Claim Activity Circuit Clerk Sheriff Non-Departmental Non-Departmental Sheriff	1195 1221 1251 1190 1190 1251	92400 Replacement Vehicle 91100 Furniture and Fixtures 71505 Building Lease Charges 71101 Professional Services 71211 Architect/Engineering Fees 71505 Building Lease Charges	725,000	(12,028) (2,344) (1,450) (3,500) (17,685) (3,211)	725,000 (12,028) (2,344) (1,450) (3,500) (17,685) (3,211) 0 0	Original budget Replace Sheriff's Dept patrol vehicle damaged in accident Purchase workstation furniture for new state-funded FTE Fencing around Sheriff's area at Paris Rd warehouse Revised scope - salary plan update Architect services for renovations to 609 E Walnut and 101 N 7th St Paris Rd warehouse shelving & related expenses
			Total	725,000	(40,218)	684,782	

FY 2007 Budget Amendments/Revisions Sheriff (1251)

_lndex #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	1/9/2007	1251	3411	Sheriff	Federal Grant Reimbursement	64,206		Homeland Security Grant Program (to purchase radios)
		1251	91300	Sheriff	Machinery & Equipment	64,206		
2	1/25/2007	1251	91300	Sheriff	Machinery & Equipment		3,566	Revise budget for Homeland Security Grant Program
_	•	1251	23850	Sheriff	Minor Equipment & Tools	262	0,000	
		1251	60200	Sheriff	Equipment Repair/Maintenance	935		
		1251	60250	Sheriff	Equipment Installation Charges	2,369		
3	2/1/2007	1123	86800	Emergency	Emergency		1,450	Fencing around Sheriff's area at Paris Rd warehouse
		1251	71505	Sheriff	Building Lease Charges	1,450	•	
4	6/8/2007	1251	71600	Sheriff	Equip Lease & Meter Charge		1,323	Move MULES communication line from Sheriff to IT
		1170	48002	IT	Data Communications	1,323	ŕ	
5	6/7/2007	1123	86800	Emergency	Emergency		3,211	Paris Rd warehouse shelving & related expenses
		1251	71505	Sheriff	Building Lease Charges	3,211	,	

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

26th

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby award bid 20-05JUN07 Public Works Generator to Meyer Electric. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson **Presiding Commissioner**

Kareh M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- Maintenance Operations Division
- Design and Construction Division
- Facilities Maintenance Division



5551 Highway 63 South Columbia, Missouri 65201-9711 (573) 449-8515 ext (223) FAX (573) 875-1602 EMAIL: dmink@boonecountymo.org

Date:

June 18, 2007

To:

County Commission via Purchasing

David Mink

David Mink

From:

Subject:

Public Works Generator – Bid # 20-05JUN07 – Award Recommendation

Public Works recommends award to Meyer Electric for submitting the low bid of \$123,654. The budget for this project is \$100,000. However, an overrun on the women's bathroom project has reduced available funding to \$94,381. An original estimate for this project of \$76,100 was included in a report submitted by Malicoat-Winslow in November 2004. Malicoat-Winslow submitted a letter in June 2006 indicating a revised budget ge for this project from \$100,000 to \$110,000 and the possibility of even higher cost due to new EPA Legulations. The budget was based on the low side of the range and did not take into account the new EPA regulations. It is estimated that the new EPA standards for emissions could account for an increase of \$13,750. Copper prices have also increased which could push costs to the top of the estimated range. Had we used the top of the range and added the amount for the EPA regulation change, our budget would have been at \$123,750 which is very close to the low bid.

There is a possibility that this installation could precede actual implementation of the new EPA regulations and there could be an opportunity to negotiate with the low bidder after award to install the lower cost system, however, we do not recommend acting on this opportunity. We feel that it is preferred to be in compliance with the new regulations rather than later facing possible retro-fitting.

The shortfall in the budget can be met by utilizing savings realized from the purchase of the motor graders. A budget revision to move \$33,000 within class 9 from account 92300 to 91200 is proposed. This amount will accommodate a three percent contingency.

Cc: Purchasing

Auditor

Chip Estabrooks

Bob Davidson

Greg Edington

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the <u>Boone County Commission</u> (hereinafter referred to as the Owner), and **Meyer Electric** (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 fumish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 20-05JUN07 Boone County Public Works S. Facility Generator 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 Generac SD#350 Generator in the amount of \$67,883.00 and installation of the Generac SD#350 Generator in the amount of \$55,771.00 for a total contract amount of \$123,654.00.

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 Bidder's Qualifications
- 4. Instructions to Bidders
- 5. Bid Form
- 6. Anti-Collusion Statement
- Signature & Identity of Bidder
- 8. Bidder's Acknowledgment
- 9. Insurance Requirements
- 10. Contract Conditions
- 11. Sales/Use Tax Exemption
- 12. Warranty and Guarantee
- 13. Subcontractors, Suppliers, and Others
- 14. Contract Agreement
- 15. Performance Bond
- 16. Labor and Material Payment Bond
- 17. Technical Specifications
- 18. Affidavit-Prevailing Wage
- 19. State Prevailing Wage Rates
- 20. Boone County Standard Terms & Conditions
- 21. Plan Sheet
- 22. Prevailing Wage Order #13

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 Missouni.

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:

One Hundred Twenty Three Thousand Six Hundred Fifty Four Dollars and No Cents (\$123,654.00)

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 sign Columbia, Missouri.	ned and entered this agreement on _	Jun 26,200 at (Date)
	OWNER, BOONE COUNTY, MISS	Q URI
	By: Kunnelle	
	Kenneth M. Pearson, Presiding C	Zommissioner
ATTEST:	CONTRACTOR: Meyer Electric	
Wendy Noren, County Clerk	By: Lead Representative Signature	re .
	By: Leon J. Keller Authorized Representative Printed	Name
	Title: Vice President	
Approved as to Legal Form:		
John Patton V \ Boone County Counselor		
Bootie County Counselor		
AUDITOR CERTIFICATION		
In accordance with RSMo 55.660, I hereby certif	y that a sufficient unencumbered	appropriation balance
exists and is available to satisfy the obligation(s) contract is not required if the terms of the contract	arising from this contract. (Note ct do not create a measurable co	: Certification of this ounty obligation at this
time.)		
		2040/91200 - \$123,654.00
Jame E. Titchferd	6/18/07	
Signature by cg	Date	Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Meyer Electric Co., Inc., 3513 N. Ten Mile Drive, Jefferson City, MO 65109

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company.

175 Berkley St., Boston, MA 02117

a Corporation, organized under the laws of the State of Massachusetts

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 One Hundred Twenty Three Thousand Six Hundred 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 June 26, 2007 entered into a Contract with Owner for:

BID NUMBER 20-05JUN07

BID NUMBER 20-05JUN07 Public Works South Facility Generator 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.

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

(Missouri Representative)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Meyer Electric Co., Inc.,
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company.
175 Berkley St., Boston, MA 02117
a corporation organized under the laws of the State of Massachusetts, 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
One Hundred Twenty Three Thousand Six Hundred DOLLARS
(\$_123,654.00), 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 <u>June 26, 2007</u> entered into a contract with Owner for
BID NUMBER 20-05JUN07
Dublic Wowler Courth Togility Compartor

BID NUMBER 20-05JUN07 Public Works South Facility Generator 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 here	zunto set their hand and	the Surety caused
these present to be executed in its name and its corpo	rate seal to be affixed	by its Attorney-In-
Fact atJefferson City, MO	on this <u>26th</u> da	ay of June Z
<u> 20 07 . </u>		12 10 11 1

CONTRACTOR Meyer Electric Co. Inc. (SEAL)

BY Paul H. Meyer, President

SURETY COMPANY Liberty Mutual Insurance Company

BY: (Attorney-In-Fact)

BY: Thomas S. Naught

(Missouri Representative)

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

to confirm the validity of this Power of Attorney call -610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

THOMAS S. NAUGHT, RICHARD L. NAUGHT, HARRY D. NAUGHT, TERESA M. STEPHENSON, TIMOTHY P. EASTIN, WILMA J. KEISER, BETHANY NATIONS, JOE R. BRADSHAW, ALL OF THE CITY OF COLUMBIA, STATE OF MISSOURI

, each individually if there be more than one named, its true and lawful attorney in-fact to make, execute, seal, acknowledge and deliver, for and on its DOLLARS (\$ 25,000,000.00***** execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of iberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of September 2006

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this 25th day of September , <u>2006</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott</u>, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IFFIECE Linave have unto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year IN TESTIMONY WHE

first above written.

CERTIFICATE

Notarial Seal Teresa Pestella, Notary Public Phymosth Two., Montgomery County My Commission Expires Mar. 28, 2009 Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

TESTIMONY WHEREOF, I have hereunto subscribed my na	me and affixed the corporate seal of the said company, this _	26th	day of
<u>June</u> , <u>2007</u> .	\bigcap		•



David M. Carey, Assistant Secretary

DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE OPID W1 ACORD_ MEYER-1 06/28/07 PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION Naught-Naught / Jefferson City ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR 1441 Christy Drive ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. P O Box 1768 ferson City MO 65102 le: 573-634-2727 Fax: 866-779-8102 INSURERS AFFORDING COVERAGE NAIC# INSURED INSURER A: Cincinnati Insurance Company INSURER B: INSURER C Meyer Electric Co., Inc. 3513 N. Ten Mile Drive Jefferson City MO 65102 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 POLICY EFFECTIVE POLICY EXPIRATION DATE (MM/DD/YY) POLICY NUMBER LIMITS TYPE OF INSURANCE **GENERAL LIABILITY** EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurence) X COMMERCIAL GENERAL LIABILITY CPP0740506 11/01/06 11/01/07 \$ 100,000 A CLAIMS MADE X OCCUR \$5,000 MED EXP (Any one person) X X,C,U Included PERSONAL & ADV INJURY \$1,000,000 \$2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 11/01/06 11/01/07 A X ANY AUTO CPA0740506 ALL OWNED AUTOS BODILY INJURY (Per person) \$ SCHEDULED AUTOS X HIRED AUTOS BODILY INJURY (Per accident) x NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) **GARAGE LIABILITY** AUTO ONLY - EA ACCIDENT \$ ANY AUTO EA ACC \$ OTHER THAN AGG **EXCESS/UMBRELLA LIABILITY** EACH OCCURRENCE \$\$8,000,000 11/01/06 11/01/07 A **OCCUR** CLAIMS MADE CPP0740506 **AGGREGATE** \$\$8,000,000

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

CPP0740506

Project - 20-05JUN07 - Boone County Public Works South Facility Generator

CERTIFICATE HOLDER		CANCELLATION
	BOONECT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRAT

11/01/06

11/01/07

Boone County Commission of Columbia, Missouri 601 East Walnut - Room 209 Columbia MO 65201 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.

WC STATU-TORY LIMITS

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$

E.L. DISEASE - POLICY LIMIT

Per Job

Limit

AUTHORIZED REPRESENTATIVE

DEDUCTIBLE

RETENTION

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

If yes, describe under SPECIAL PROVISIONS below

Inst Floater

Builders Risk

OTHER

A

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

\$ 0

\$

\$

\$1,000,000

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF INSURANCE

PRODUCER

Builders' Association Self-Insurers' Fund

1100 Walnut

Suite 3010

Kansas City, MO 64106

INSURED

Meyer Electric Co.

3513 North Ten Mile Drive

Jefferson City, MO 65109

COVERAGES

This is to certify that the policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY#	DATE EFFECTIVE	POLICY EXPIRATION
WORKERS' COMPENSATION & EMPLOYER LIABILITY	07WC0793	1/1/2007	12/31/2007

THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: Included X Excluded

EMPLOYERS LIABILITY LIMITS

Each Accident	1,000,000
Disease - Policy Limit	1,000,000
Disease - Each Employee	1,000,000

DESCRIPTION OF OPERATION/LOCATIONS/SPECIAL ITEMS

All Work In Missouri

Boone County Public Works, South Facility Generator

CANCELLATION

Should the above described policy be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

CERTIFICATE HOLDER

Boone County Commission 601 East Walnut, Room 209 Columbia, MO 65201

AUTHORIZED REPRESENTATIVE

Accompanying this bid response 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 bid response is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the bid guaranty shall be forfeited to the Owner.

Firm Name: Flectric Company, Inc/ By: Leon J. Keller (Print or Type Name) Title: Vice President Address: 3513 North Ten Mile Drive Jefferson City, MO 65109 City, State, Zip: Phone: (573) 893-2335 Fax: (573) 893-3686 June 5, 2007 Date:

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 bid response.

1.	Name of Bidder: Meyer Electric Company, Inc.
2.	Business Address: _3513 North Ten Mile Drive
-	Jefferson City, MO 65109
3.	When Organized: October 1968
4.	When Incorporated: October 1968
5	If not incorporated, state-type of-business and provide your federal tax identification number:
6. 3	Number of years engaged in contracting business under present firm name:
7.	If you have done business under a different name, please give name and location:
8.	Percent of work done by own staff:
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?
11.	List of contracts completed within the last four years, including value of each: See attached.
12.	List of projects currently in progress: <u>See Attached</u> .

* Attach additional sheets as necessary *

BID FORM Boone County Public Works Generator

Bidder agrees to perform all the work described in the specifications and shown on the following price for the Boone County Public Works Standby Generator project:	plans, for the
Description	Price
Base Bid	
Generac Model #SD350 Liquid Cooled Diesel Engine Generator	\$ 67,883.00
Installation of standby generator indicated above	\$ 55,771.00
BASE BID TOTAL	\$ _{123,654.00}
Alternate #1:	\$ N/A
Alternate Generator Manufacturer and Model:	\$ N/A
Manufacturer: Model:	. '
Installation of alternate generator indicated above:	\$ N/A
ALTERNATE BID TOTAL	\$ N/A
After Notice to Proceed is issued, contractor will begin work on this project within 15 days.	days
Project will be completed within <u>6</u> business days after first day of work commencement.	days

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

DATE	ADDENDUM NUMBER
-N/A	
06/01/2007	1
COMPANY NAME:	Meyer Electric Company, Inc.
ADDRESS:	3513 North Ten Mile Drive
CITY, STATE, ZIP	Jefferson City, MO 65109
PHONE NUMBER:	(573) 893-2335
AUTHORIZED REPRESENTATIVE:	Leon J. Keller
TITLE:	Vice President
SIGNATURE:	In J Kelle

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI	
COUNTY OFCole	
Leon J. Keller	, being first duly sworn, deposes and
says that he is Vice President	
(Title of Person	Signing)
of Meyer Electric Company, Inc.	
(Name of Bi	dder)
correct; and the bidder (person, firm, associatidirectly or indirectly, entered into any agreeme	the bid responsefor the above project are true and on, or corporation making said bid) has not, either nt, participated in any collusion, or otherwise taken ng in connection with said bid or any contract which
Affiant further certifies that bidder is not finance other bidder for the above project By Leon J. Keller, Vice President By	cially interested in, or financially affiliated with, any
Ву	
Sworn to before me this4th day of	June , 20 07 Suhme ic Lillian L. Boehmer
, a.z.	· ·
My Commission ExpiresApril	12, 2008
	LILLIAN L. BOEHMER Notary Public-Notary Seat

LILLIAN L. BOEHMER
Notary Public-Notary Secil
State of Missouri
Cole County
My Commission Expires Apr 12, 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 bid response of a:

() sole individual() partn(x) corporation, incorporated under laws o	ership () joint venture f the state of <u>Missouri</u>
Dated June 5 , 20 07 Name of individual, all partners, or joint ventures:	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 a	3513 N. Ten Mile Dr., Jefferson City, MO 65 bove in addition to legal names.)
Meyer Electric Co., Inc. (If a corporation - show its name above)	Leon J. Keller
ATTEST:	
Joseph E. Hayden	Vice President (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the bid response shall be executed in the legal name of the individual, partners, joint ventures, 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 Cole
On this day of
before me appeared Leon J. Keller to me personally known, who, being by me first duly sworn, did say that he executed the foregoing bid response 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
President or other agent
of <u>Meyer Electric Company</u> , <u>Inc.</u> ; 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 Meyer Electric Co. , Inc. The day and year first above written.
(SEAL) Sillion L. Boehmer Notary Public
My Commission expires April 12 , 20 08 . LILLIAN L. BOEHMER Notary Public-Notary Seal State of Missouri Cole County My Commission Expires Apr 12, 2008

Job List Client and Contract Value

Meyer	Electric	Co.,	Inc.
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Job# >= 1000, Contract >= 500000

3-1-1-19

05/15/07 02:46 PM supervisor

	Job	Client	Contract Value	% Complete
1007	Jeff City Correctional Center Fenceline Rd, Jeff Ctiy	J.E. Dunn Construction 929 Holmes	12,480,236.00	100%
	Kansas City, MO 64108	Kansas City, MO 64108		
1033	Life Science Center	River City Construction L.L.C P.O.Box 1389	4,974,017.00	100%
	901A Richardson Ashland, MO 65010	101 Hoffer Lane Ashland, MO 65010	,	
1039	City of Columbia #2 Guitar St. P.O. Box 6015 Columbia, MO 65205-6015	City of Columbia 701 E. Broadway P.O. Box 6015 Columbia, MO 65205-6015	724,000.00	100%
1043	Jeff City Prison-Temp.Control Jeff City Correctional Center	TayCon Building Technologies P.O. Box 1073 521 Madison St.	680,000.00	100%
	St. Charles, MO 63301-1073	St. Charles, MO 63301-1073		
1078	Columbia Regional Birthing Ctr Univ.of MO	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233	746,680.00	100%
	Columbia, MO 65026	Columbia, MO 65026		
1163	Coulter Science Center Westminster College/Fulton MO Relocate pwr to A/C chiller	Guarantee Electrical Constr. 3415 Bent Ave.	749,854.00	100%
	St.Louis, MO 63116	St.Louis, MO 63116		
1199	Virginia AveHousing & Dining MU-Virginia Ave. Columbia Housing & Dining Peoria, IL 61654	River City Construction L.L.C P.O.Box 1389 101 Hoffer Lane Peoria, IL 61654	2,804,668.00	100%
1241	Famous Barr-Biscayne Commons 201 N. Stadium Blvd. Columbia, MO 65201 St. Louis,, MO 63139	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis,, MO 63139	1,230,000.00	100%

1293	Brewer Fieldhouse - UMC UMC - Brewer Fieldhouse Addt'n&Renov. Columbia, MO Peoria, IL 61654	River City Construction L.L.C P.O.Box 1389 101 Hoffer Lane Peoria, IL 61654	4,051,454.00	100%
1328	Carroll Co.Hospital-Proj.#165 Carroll Co Hosp-Renov.&Addt'ns 1502 N Jefferson,Carrollton MO	Murray Company 7300 College Blvd., Suite 210	571,474.00	100%
	Overland Park,, KS 66210	Overland Park,, KS 66210	•	
1380	Pulaski Co. Rt.44 Tfc Sign&Ltg Route 44 Spur-Traffic Signals&	Jefferson Asphalt 2207 Idlewood Dr	860,636.30	100%
	Highway Lighting Job#J9S0492 Jefferson City, MO 65101	P.O.Box 104868 Jefferson City, MO 65101		
1388	Central Methodist College 411 CMC Square,Fayette,MO Student Activities Building	Coil Construction 209 E. Broadway	578,961.00	100%
	Columbia, MO 65203	Columbia, MO 65203		
1415	Frick's Meats, Washington Fricks Quality Meats 360 M.E. Frick Dr. Washington	Frick's Meats 360 M E Frick Dr	820,376.00	100%
	Washington, MO 65301	Washington, MO 65301		
1439	Res Hall-UMC Critical Measures UMC-Residence Hall Critical Measures	KCI Construction 119 W. Fremont	1,291,000.00	100%
	Lebanon, MO 65536	Lebanon, MO 65536		
445	Boone Hospital - South Additio Boone Hosp. So. Addition Columbia, MO St. Louis,, MO 63139	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis,, MO 63139	1,615,955.00	99.90%
447	MO Rehab Center-UMC -Phs 1 UMC-MO Rehab Center-Elect.Upgr 600 N Main Mt.Vernon, MO 65712 Columbia, MO 65211	University of MO -Columbia Carol Johnson E130 General Services Bldg Columbia, MO 65211	574,000.00	100%
496	Courtyard by Marriott Courtyard by Marriott Columbia MO	Little Dixie Construction 3316 LeMone Industrial Blvd.	1,035,023.00	100%
	Columbia, MO 65201	Columbia, MO 65201		
497	MO Rehab-Replace Fire Alarm Sy UMC#400421 MO Rehab-F/A System Mt.Vernon, MO Columbia, MO 65211	University of MO -Columbia Carol Johnson E130 General Services Bldg Columbia, MO 65211	570,000.00	100%

1504	MO School For Deaf-F/A System ADA Emergency Warning & F A Syst, Sch for Deaf, Fulton Jefferson City, MO 65101	State of MO Div. of Design & Construction P.O. Box 809 Jefferson City, MO 65101	622,260.00	100%
1507	Southwest Campus Housing UMC UMC-Proj#201801 Southwest Campus Housing Kansas City, MO	Walton Construction 3252 Roanoke Kansas City, MO	2,800,000.00	100%
1510	Performing Arts - Jeff City Sc Etta&JosephMiller Perform Arts 325 E.Miller Jeff City MO Eldon, MO 65026	Curtiss-Manes-Schulte, Inc. 1211 S HWY 54 P.O. BOX 233 Eldon, MO 65026	560,407.96	100%
1524	Sams Club, Columbia - Addition Sams Club -Addition Store# 8163-03, Columbia MO Savannah, MO 64485-1284	Crane Construction Co. P.O. Box 298 404 N. Hwy 71 Savannah, MO 64485-1284	603,336.00	100%
1527	Highway Patrol-HVAC&Elec Renov MO Hwy Patrol General HQ Annex HVAC & Elect. Renovation Jefferson City, MO 65102-0568	State of MO Div. of Design & Construction P.O. Box 809 Jefferson City, MO 65102-0568	564,500.00	100%
1529	Lake Ozark HospPatient Tower Lake Reg. Hosp.E.Patient Tower Parking Addtn, Osage Beach MO Overland Park, KS 66210	Murray Company 7300 College Blvd., Suite 210 Overland Park, KS 66210	1,907,445.00	100%
1559	News Tribune Production Facil Jefferson City News Tribune New Production Facility Jefferson City, MO	Sircal Contracting, Inc 1331 Monroe Jefferson City, MO	668,852.50	`100%
1573	Boonville Correctional Center Boonville Correctional Center Renovate Electrical Syst Jefferson City, MO 65101	State of MO Div. of Design & Construction P.O. Box 809 Jefferson City, MO 65101	714,853.00	100%
1574	MO Employers Mutual Ins. MO Employers Mutual Insurance 101 Keene St. 65201 O Fallon, MO 63366-4150	Paric Corporation 1001 Boardwalk Springs Place O Fallon, MO 63366-4150	846,187.00	100%
1575	MO Rehab Chiller Addition UMC#400481 MO Rehab-Chiller Addit'n AHU upgrade, Sprinklers Columbia, MO 65211	University of MO -Columbia Carol Johnson E130 General Services Bldg Columbia, MO 65211	2,258,912.00	100%

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1588	Isle of Capri-Hotel Convention Isle of Capri-Hotel Convention Center. Boonville	Sircal-Boonville 106 Isle of Capri Blvd	2,141,926.00	100%
	Jefferson City, MO 65101	Jefferson City, MO 65101		
1593	College Ave Housing UMC#300561 College Ave Housing, Columbia St. Louis,, MO 63139	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis,, MO 63139	1,310,000.00	100%
1607	City of Jefferson Street Light City of JC- Proj#32050 Downtown Area St.Ltng Improvmt Jefferson City, MO 65101	City of Jefferson Dept. of Community Development 320 East McCarty Jefferson City, MO 65101	540,007.05	100%
1617	MO Rehab Sleep Study Lab UMC Proj CP050851 - MO Rehab Sleep Study Lab Mt. Vernon	University of MO -Columbia Carol Johnson E130 General Services Bldg	511,000.00	100%
1619	Truman State-NewResidence Hall Truman State University Residence Hall, Kirksville Ashland, MO	River City Construction LLC Ashland Office P.O. Box 1389 Ashland, MO	2,002,339.00	100%
1626	MO Rehab Electr Upgrade-Phs 3 UMC Proj#202074 MO Rehab Electr.Upgrade Phs 3,Mt.Vernon Columbia, MO 65211	University of MO -Columbia Carol Johnson E130 General Services Bldg Columbia, MO 65211	524,000.00	100%
1695	Blind Pony Hatchery Elect.Upgr Blind Pony Hatchery Elect.Upgr Sweet Springs, MO Jefferson City, MO 65102-0180	MO Dept. of Conservation 2901 W Truman Blvd P.O.Box 180 Jefferson City, MO 65102-0180	611,114.00	100%
1697	Boone Hospital-Parking Garage Boone Hosp BMP 3/4-Pkng Garage Pedestrian Bridge & Site Work Peoria, IL 61654	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	660,000.00	88%
1712	Phelps Co. Medical Bidg-Rolla Phelps County Medical Bidg Rolla Fond du Lac, WI	CD Smith Construction 889 East Johnson Street P.O. Box 1006 Fond du Lac, WI	1,108,801.00	100%
1726	Target Store T-0752 Jeff City Target Store-Expansion&Remodel T-0752, Jefferson City St. Louis,, MO 63139	SM Wilson P. O. Box 5210 2185 Hampton Ave St. Louis,, MO 63139	686,815.00	100% .
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	Ft Wood CEHC Complex Fort L.Wood- Counter Explosive Hazard Complex Phase 1	M.A. Mortenson Company 700 Meadow Lane N.	1,300,358.00	99%
	Minneapolis, MN 55422	Minneapolis, MN 55422		
1744	Univ.Hospital Clinic Support & UMC School of Medicine & UM Health Care Clinic Support &Ed Peoria, IL 61654	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	1,871,000.00	35%
1750	City of Jefferson-St.Ltng Phs2 City of Jefferson Street Ltng Downtown Phase II- Proj#32050 Jefferson City, MO 65101	City of Jefferson Dept. of Community Development 320 East McCarty Jefferson City, MO 65101	786,874.75	100%
1753	Majestic Pointe Comdominiums Majestic Pointe Condos 166 Majestic Point Sunrise Bch Kingdom City, MO 65262	Kidwell Construction P.O. Box 100 1512 Old US Hwy 40 E Kingdom City, MO 65262	1,213,000.00	40/%
1755	Columbia Schools - Fire Alarm Columbia Schools Renovation Various Schools - Fire Alarms Columbia, MO 65205	Huebert Builders P.O. Box 7704 3407 Berrywood Dr Ste 201 Columbia, MO 65205	798,183.00	100%
1766	Owensville Sch-New Elementary Gasconade County R-2 School District, Owensville	K&S Associates, Inc. 516 Hanley Industrial Court	999,061.00	98%
1785	Broadway Medical Plaza-Phase 4 Broadway Medical Plaza Phase 4, Columbia Peoria, IL 61654	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	543,722.00	88%
1820	Truman State Univ MO Hall Truman State U Missouri Hall Peoria, IL 61654	River City Construction LLC Ashland Office P.O. Box 1389 Peoria, IL 61654	1,933,000.00	80%
1845	Truman State Unv-Student Union Truman State University Renovate Student Union	Irvinbilt Construction Mgmt. P.O. Box 80 10 Hickory St.	686,271.00	65%
1877	Fulton Hosp-Upgr Surv.Security Fulton State Hospital Upgrade Surveillance/Security	State of MO Div. of Design & Construction P.O. Box 809	1,100,008.00	99%

1882	Regional Biocontainment Lab UMC room 194A	K&S Associates, Inc. 516 Hanley Industrial Court	1,610,900.00	15%
	St. Louis, MO 63144-1902	St. Louis, MO 63144-1902		
1883	ABC Laboratory Bldg - Columbia ABC Labs-design/build electric Discovery Ridge Research Park St.Louis, MO 63144	Arco Construction Co 1750 South Brentwood Blvd. Suite 701 St.Louis, MO 63144	1,649,834.00	10%
1892	Ft. L. Wood-Hospital Elec.Syst Ft. Leonard Wood Hospital Install Electrical Systems	J & J Maintenance Inc. 3755 Capital of Texas Hwy. S. Suite 355	1,176,000.00	55%
1916	Hermann Area Hospital Hermann Area Hospital electrical,F/A,Low Voltag Syst Hermann, MO 63139	Hermann Area Hospital C/O S.M. Wilson P.O. Box 5210 Hermann, MO 63139	1,988,443.00	15%
1920	Stephens College-Columbia Stephens College Columbia & Woods Halls Fenton, MO 63026	Kadean Construction Co 1558 Fenpark Fenton, MO 63026	886,863.00	60%
1922	Lafferre Hall - UMC Lafferre Hall - UMC Site Prep & Early Utility Pkg Jefferson City, MO 65110	J.C. Industries 3208 Route C P.O.Box 104567 Jefferson City, MO 65110	558,000.00	35%
1947	Owensville High School- HVAC Owensville High School HVAC Renovations Jefferson City, MO 65101	Universal Mechanical 5324 Algoa Rd Jefferson City, MO 65101	706,798.00	5%
1984	Cap.Region Med-Goldschmidt Capital Region Medical Center Goldschmidt Cancer Center	Septagon Construction 601 Monroe Suite 302	1,024,116.00	0%
1993	Hercules MCW SynLubes Expansio Hercules MCW SynLube Bldg Expansion, Louisiana MO Louisiana, MO	Hercules Inc 1313 North Market St Louisiana, MO	725,000.00	0%
14550	Boone Hospital-RFP#81 G.I & Short Stay Tenant Finish & GI Short Stay Infrastructure	SM Wilson P. O. Box 5210 2185 Hampton Ave	641,412.00	100%

Phone Number Listing 573-449-0886 APAC-Missouri 573-874-7254 City of Columbia 573-634-6410 City of Jefferson Coil Const.\ Columbia 573-874-1444 660-827-0886 Coil Const.\ Sedalia 816-324-4023 Crane Construction Co. 573-392-6553 Curtis-Manes Construction 314-772-5400 Guarantee Electrical Const. 573-636-7121 Jefferson Asphalt J.E. Dunn Construction 816-474-8600 314-261-2611 I.S. Alberici Construction 314-894-8888 KCI Construction Co. 573-449-7200 Little Dixie Construction 913-451-1884 Murray Co. 636-561-9572 Paric Corp. 618-435-2612 River City Construction 573-893-5977 Sircal Contracting 314-645-9595 SM Wilson 636-940-2370 TayCon Building Tech. 660-882-9095 Walsh Construction 816-753-2121 Walton Construction 573-635-9155 United HRB 573-884-1325

Univ. of Missouri

Meyer Electric Co., Inc.



. LMIC-5000

Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA. 19462-1644 Ph. (610) 832-8240

Rev. 05/14/01

BID BOND

Bond Number: Bid Bond
KNOW ALL MEN BY THESE PRESENTS, that we Meyer Electric Co., Inc., 3513 North Ten Mile Drive, Jefferson City, MO 65109
, as principal (the "Principal"), and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts mutual insurance company, as surety (the "Surety"), are held and firmly bound unto Boone County Purchasing, 601 E. Walnut Street, Room 209, Columbia, MO 65201 , as obligee (the "Obligee"), in
the penal sum of Five Percent (5%) of Price Bid
Doilars (\$ 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:
Boone County Public Works Generator, Project No. 20-05JUN07
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, 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, or in the event—of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to—the—Obligee the difference in money not to exceed the penal sum 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 vold; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof. PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.
DATED as of this 5th day of June, 20 07
Meyer Electric Co., Inc. Principal
LIBERTY MUTUAL INSURANCE COMPANY (Surety) By JOWES J. Jounght (Seal) Thomas S. Naught, Attorney-In-Fact

o confirm the validity of this Power of Attorney call -610-832-8240 between 9:00 am and 4:30 nm EST on any hisiness day

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY **BOSTON, MASSACHUSETTS** POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

THOMAS S. NAUGHT, RICHARD L. NAUGHT, HARRY D. NAUGHT, TERESA M. STEPHENSON, TIMOTHY P. EASTIN, WILMA J. KEISER, BETHANY NATIONS, JOE R. BRADSHAW, ALL OF THE CITY OF COLUMBIA, STATE OF MISSOURI

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its DOLLARS (\$ 25,000,000.00***** execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of September

LIBERTY MUTUAL INSURANCE COMPANY

Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA COUNTY OF MONTGOMERY

On this <u>25th</u> day of <u>September</u>, <u>2006</u>, before me, a Notary Public, personally came <u>Garnet W. Elliott</u>, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation, and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation:

IN TESTIMONY WHERESE, have nevento subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year

first above written.

CERTIFICATE

COMMONWEALTH OF PENNSYLVANIA Notanal Seal Teresa Pastella, Notary Public Plymouth Two., Montgomery County

My Commission Expires Mar. 28, 2009.

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

TESTIMONY WHEREOF,	I have hereunto	subscribed my r	name and affixed	the corporate seal of the sa	aid company, this	5th day o
June 20	007			\wedge		



David M. Carey, Assistant Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 07

County of Boone

ea.

In the County Commission of said county, on the

 26^{th}

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Reality House Contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 26th day of June, 2007.

ATTEST:

Wendy S. Noren

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

Skip Elkin

District II Commissioner

REALITY HOUSE COOPERATIVE AGREEMENT

THIS AGREEMENT, dated the \(\) day of \(\) day of \(\), 2007, is made by and between the Boone County Sheriff and the Boone County Commission, referred to in this agreement collectively as "County," and Reality House, Inc., a Missouri not-for-profit corporation, referred to in this agreement as "Contractor." This cooperative agreement supersedes the terms and conditions of the restated cooperative agreement dated December 7, 1999, and all prior agreements, to reflect the current agreement between the parties.

IN CONSIDERATION of each parties performance of the obligations described within this agreement, the parties agree as follows:

- 1. **Background and Purpose of Agreement** Contractor currently conducts the Reality House program under restated lease with County dated December 7, 1999. County has carried out plans to renovate the former Boone County Juvenile Justice Center and Contractor has assumed occupancy of that facility. County and Contractor now intend to house the Reality House community corrections program, and the county work release program, and to house inmates referred to Reality House for detention as deemed mutually appropriate by Sheriff and Contractor. Based on these facts the parties are entering into this new cooperative agreement to state the terms and conditions of the contractual relationship between County and Contractor.
- 2. **Termination of Existing Agreements and Commencement of this Agreement** The parties agree that all prior agreements between the parties are terminated effective on the commencement date of this agreement except the Restated Lease between the parties dated December 7, 1999. This agreement shall commence on July 1, 2007.
- 3. **Work Release Program** The Sheriff of Boone County, with the approval of the Boone County Commission, under authority of Sections 70.210 70.320 RSMo., hereby authorizes the Contractor to operate the Boone County Sheriff's Department Work Release Program subject to the following terms and conditions:
- 3.1 **Services** Contractor agrees to operate the Boone County work release program in accordance with the provisions of Section 221.170 RSMo and in accordance with the rules and regulations established for the program by the Sheriff of Boone County, Missouri, and the 13th Judicial Circuit Court, as now in existence and as may be further amended by agreement of the parties; a copy of the current rules and regulations is attached and made a part of this Cooperative Agreement by reference. Operation of the program shall be subject to such other further terms and conditions as may be imposed upon program participants by the Circuit Court of Boone County, Missouri.
- 3.2 Charges, Receipts and Expenditures County agrees to pay Contractor a per diem amount of \$35 per day for each person housed in Reality House while such participating in Boone County Work Release Program. All payments due and payable by County to Contractor, less deductions as specified below, shall be payable monthly within 30 days of invoice for the preceding

month. Contractor shall charge and collect from work release program participants a per diem cost of board for each program participant housed in work release facilities as calculated under the rules and regulations for the work release program. Contractor shall be entitled to retain all receipts from work release program participants, but such amounts so collected shall be deducted from all monthly amounts payable by County to Contractor for per diem amounts due for work release program participants or as otherwise provided in this agreement for general inmate housing.

- 3.3 **Financial Reports** Contractor agrees to provide County with quarterly financial reports on all charges, receipts and expenditures made in connection with the work release program and shall keep all such records in accordance with generally accepted accounting practices. Contractor further agrees that it shall submit to any audit required by the county auditor or its designated auditor upon request for purposes of determining whether funds received or disbursed by Contractor pursuant to this agreement for work release services are in compliance with the terms and conditions of this agreement and applicable law. It is further agreed that Contractor shall reimburse and/or indemnify and hold County harmless for any funds which are received, expended or disbursed in violation of this agreement or state law.
- 4. **Inmate Housing** Contractor agrees to provide temporary housing for Boone County Corrections Center non-work release inmates as the Sheriff determines appropriate for housing in the Reality House facility on a space available basis. Contractor shall not be required to provide security services for such inmates outside of those security services provided for its own residents. County shall be responsible for transportation of and security for all such inmates to and from Contractor housing facilities, for general and special medical care, and for all other services necessary for the care and keeping of such inmates, it being understood and agreed that Contractor's sole responsibility is to provide room and board for such inmates under the same security it provides with respect to its residents. County agrees to pay Contractor board at a rate of \$35.00 per day for each inmate housed at Contractor facilities, which includes meals; charges shall be invoiced to county no more than once per month and shall be paid by County within 30 days of invoice.
- 5. **Per Diem Adjustment** The per diem amount payable by County to Contractor under this agreement may be adjusted annually if such changes are documented to the reasonable satisfaction of the parties based upon Contractor's prior fiscal year costs and expenses and shall be effective no earlier than on first day of January of each year; provided, however, no increase in the per diem amount chargeable shall be permitted unless such increase has been budgeted by County for the county fiscal year in which it is to become effective and County has appropriated funds to pay for such increase for the county year in which such increase is to become effective; otherwise any increase or decrease in the per diem amounts payable by County shall be subject to written amendment of this agreement executed by County and Contractor.
- 6. **Commencement and Termination of Agreement** From and after the commencement date of this agreement, services and the obligation to pay for services shall continue from year to year until mutually terminated by the parties or either party gives the other party advance notice of intent to terminate not less than sixty (60) days prior to the date of termination. In the event of termination, the Contractor agrees to provide County a final invoice for services through the date of termination

as well as a final financial report required under section 3.3 above through the date of termination within thirty (30) days after the date of termination. Any outstanding amounts owed by County to Contractor through the date of termination shall be paid within 30 days after receipt of final invoices and the final financial report.

- 7. **Appropriations -** The financial obligations of the County under this agreement are subject to annual appropriations being made available to fund its obligations. In the event County does not make annual appropriations available to fund its obligations under this agreement, then in such event this agreement shall automatically terminate.
- 8. **Assignment, Subcontracting, and Delegation** Contractor agrees it shall not assign any interest in this agreement, nor subcontract or delegate to any third person or entity performance of any Contractor's obligations for provision of program services, without the written consent of the County.
- 9. **Miscellaneous** This agreement is not intended to be for the benefit of, nor create any rights in any third person, which not a party to this agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, whether written or verbal, and may only be amended by written agreement executed with the same formality of this agreement. This agreement shall be binding upon and enure to the benefit of the parties hereto and their successors in interest. The signatories to this agreement on behalf of the respective entities for which they are acting in a representative capacity affirmatively represent that they have obtained all necessary resolutions, orders or other authority necessary to enter into this agreement and are duly authorized to enter into this agreement and bind the parties which they represent to all terms and conditions contained herein.

IN WITNESS WHEREOF the parties, through their duly authorized officers, have executed this restated cooperative agreement effective the day and year first above written.

REALITY HOUSE, INC. By its Board of Directors By	BOONE COUNTY, MISSOURI By its Commissioners
President, Board of Director	Presiding Commissioner
ATTEST James & Ritter	Desaye Carry
Secretary/Board of Directors	Sheriff of Boone County, Missouri
APPROVER AS TO FORM:	ATTEST:
	Winds Jun
County Counselor	County Clerk
	CERTIFICATION:

3

I certify that this contract is within the

Auditor

2906-71550

purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

No encumbrance required + 2/1/08

Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 07

County of Boone

In the County Commission of said county, on the

 26^{th}

day of

June

20 07

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

Now on this day the County Commission of the County of Boone does hereby approve request to hire Mary Rollins above the salary range mid-point.

Done this 26th day of June, 2007.

ATTEST:

Clerk of the County Commission

Kenneth M. Pearson Presiding Commissioner

Karen M. Miller

District I Commissioner

District II Commissioner