

204-2007

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 17<sup>th</sup> day of May 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 request for class 9 equipment as described in the attached memo from the Sheriff's Department.

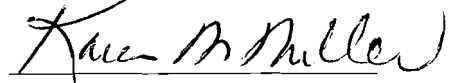
Done this 17<sup>th</sup> day of May, 2007.

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

204.2007

**BOONE COUNTY SHERIFF'S DEPARTMENT  
INTER-OFFICE COMMUNICATION**

**TO: Leasa Quick**  
**FROM: Sgt. Chad Martin**  
**DATE: 05/04/07 1:51 PM**  
**SUBJECT: Budget amendment request**

I am requesting to use some remaining funds in 2901/92300.

While switching out radios in the patrol cars as part of the Interoperability Radio Grant program I was able to add an accessory using existing equipment I didn't initially realize would work. There are some push button control boxes from the old sirens that will work with the new radios and allow the officers direct push button channel access; however there are not enough old boxes for the entire fleet of new radios.

This feature allows the officers the simple push of a button to go to a pre-determined channel. The old method would have been to "dial" or push a button a certain number of times to find the channel they were looking for, in hopes the conversation would still be going on when they got there. Quick access to channels is even more important now that we have added all the State Interoperability Frequencies and almost tripled the number of frequencies in our radios.

The following will be required to outfit the rest of the new grant radios:

18 - Motorola Switch box H1615A = \$127.50 each =	\$2,295.00
10 - Motorola mounting bracket kit = \$12.75 each =	\$127.50
20 - Motorola cable = \$ 17.64 each =	<u>\$352.80</u>
Total =	\$2,775.30

In addition to the above, another unforeseen equipment need has occurred during all these radio switch outs.

There were a lot more of the old radio/siren combinations in service than I originally anticipated. I am in need of two additional sirens to complete some more installations. These sirens are in addition to the four already purchased in this year's budget. These sirens are the Code 3 Remote Lighted Siren purchased from Ed Roehr Safety products under the MoDOT contract. They are \$410 each plus shipping.

If possible, I am requesting to use the \$1,000 remaining in replacement mobile radios, \$1,288.36 remaining in portable radios, and the remaining needed \$1,306.94 out of unforeseen officer equipment. While considering this request please be aware of the following: due to the savings I was able to obtain in purchasing the sirens and light bars on existing bids/contracts there will be approximately \$3,200 not used in that category.

204-2007



**BOONE COUNTY SHERIFF'S DEPARTMENT**

2121 County Drive  
DWAYNE CAREY, Sheriff

Columbia, Missouri 65202-9051  
Phone (573)875-1111 Fax (573)874-8953

---

TO: Boone County Commission

FROM: Leasa Quick

RE: Budget request from Sergeant Martin

Please see the attached e-mail request from Sgt. Martin and the corresponding e-mail from June Pitchford.

We would like to use the available funds from our previous mobile and portable radio purchases (\$2288.36) and the remainder from the saving in light bars (\$3220.00) all budgeted in 2901-92300.

Please add us to the next available commission meeting.

Thank you.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 17<sup>th</sup> day of May 20 07

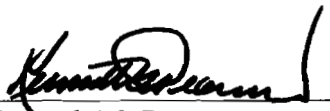
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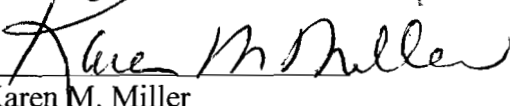
Now on this day the County Commission of the County of Boone does hereby approve the Proposal for Consultant Services with Scroggs Architecture P.C. for the Truck Garage Fire Restoration at Public Works. It is further ordered the Presiding Commissioner is authorized to sign said agreement.

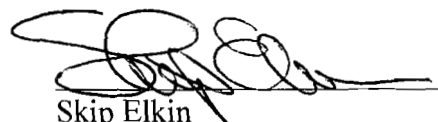
Done this 17<sup>th</sup> day of May, 2007.

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

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 17 day of May, 2007, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: SCROGGS ARCHITECTURE P.C.

Project/Work Description: TRUCK GARAGE FIRE RESTORATION

Proposal Description: See attached Request for Proposal dated May 16, 2007 for Scope of Work and Fee Schedule issued by Scroggs Architecture P.C. based on Young and Associates Scope of Work dated April 27, 2007 and May 15, 2007 on-site visit.

Modifications to Proposal: Fees and expenses shall not exceed \$28,500.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Public Works Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the general Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

**SCROGGS ARCHITECTURE P.C.**

By [Signature]  
Title President

Dated: 5/30/07

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**APPROVED:**

[Signature]  
Director, Boone County Public Works

**BOONE COUNTY, MISSOURI**

By [Signature]  
Presiding Commissioner

Dated: May 17 2007

**ATTEST:**

[Signature]  
County Clerk

**CERTIFICATION:**

I certify that this contract is within the 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.

[Signature] 5/17/07 6200-60100  
Auditor Date



Scroggs Architecture P.C.  
1008 Maplewood Dr. Columbia, MO 65201

1008 Maplewood Dr. Columbia, MO 65201  
Phone: 573-442-5600 Fax: 573-442-5600  
E-mail: [scroggs@scroggsarchitecture.com](mailto:scroggs@scroggsarchitecture.com)

May 16, 2007

Mr. David Mink P.E., Director  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Truck Garage Fire Restoration  
Boone Co. South Maintenance Building  
5551 Highway 63 South  
Columbia, MO 65201

Dear Mr. Mink:

On behalf of our team, I would like to express my interest and to work with you on the project. I very much appreciate the opportunity and submit for your consideration our proposal.

I. Scope of Work

- A. The project will consist of three phases;
1. Phase I – Prepare a report complete with documentation of all components of the building necessary to restore the building to its previous pre-fire condition. Report shall be submitted to the Owner's insurance company for negotiation and final monetary settlement. Prepare cost estimate.
  2. Phase II – Prepare bidding documents necessary to restore the building to its previous pre-fire condition including any additional building components or features the Owner may choose to include and approve.
  3. Phase III - Bidding/Construction Phase Services.
- B. Fire Restoration shall include but not be limited to:
1. Replace existing standing seam roof and roof insulation over Truck Garage and West Storage Addition.
  2. Replace existing Truck Garage roof purlins (and West Storage Addition-to be verified).
  3. Replace and upgrade/increase existing roof and wall insulation.
  4. Install bird netting for insulation.
  5. Pressure wash, prep and repaint existing structural steel columns and main frames.
  6. Replace existing exterior Truck Garage wall girts (and West Storage Addition-to be verified).
  7. Replace existing Truck Garage overhead doors, controls and openers (and West Storage Addition-to be verified).
  8. Replace existing fire-rated hollow metal doors.
  9. Replace existing waste oil heater and gas-fired heater.
  10. Replace existing exhaust fan.
  11. Replace compressor and relocate to northeast corner.
  12. Replace existing metal halide light fixtures with energy efficient fluorescent light fixtures.
  13. Replace emergency and exit lights.
  14. Replace receptacles.

15. Replace all conduit and wiring for electrical systems.
16. Study code requirements concerning fire sprinkler systems, evaluate feasibility and make recommendations.

C. Construction is scheduled to be completed by November 1, 2007.

II. Basic Services

- A. Phase I (Fire Restoration Report)
  1. Preliminary Code Research and Summary
  2. Report containing documentation of all components of the building necessary to restore the building to its previous pre-fire condition.
  3. Cost estimate.
  4. Reviews and Coordination with the Owner.
  
- B. Phase II (Preparation of Bidding Documents)
  1. Floor Plan.
  2. Framing Plan.
  3. Exterior Elevations.
  4. Architectural Details, i.e., including but not limited to standing seam roofing/insulation details, wall detail.
  5. Mechanical/HVAC Floor Plan.
  6. Mechanical/HVAC Details & Schedules.
  7. Electrical Power Plan.
  8. Electrical Lighting Plan.
  9. Electrical Details & Schedules.
  10. Preparation of Project Manual & Technical Specifications.
  11. Reviews and Coordination with the Owner.
  12. Updated Cost Estimate
  13. Submission of final plans to Boone County Planning & Building and response to County plan review comments in order to obtain Building Permit approval.
  
- C. Phase III (Bidding/Construction Phase Services)
  1. Conduct a Pre-Bid Meeting and issue Pre-Bid Meeting Minutes.
  2. Conduct a Pre-Construction Meeting and issue Pre-Construction Meeting Minutes.
  3. Conduct regularly scheduled Progress Meetings.
  4. Shop Drawing review.
  5. Change Order review.
  6. Periodic site visits during construction.
  7. Substantial Completion Punchlist Inspection.
  8. Final Completion punchlist.

III. Team

- A. Architecture - Scroggs Architecture P.C., Stuart Scroggs, Principal
- B. Structural – Trabue, Hansen & Hinshaw Inc., David Schaller, Project Manager
- C. MEP – Malicoat-Winslow Engineers P.C., Fred Malicoat, Principal

IV. Fee Schedule (Lump Sum Amount)

A.	Phase I Fee	
1.	Scroggs Architecture P.C.	\$ 5,000.00
2.	Trabue, Hansen & Hinshaw Inc.	\$ 500.00
3.	Malicoat-Winslow Engineers P.C.	<u>\$ 5,000.00</u>
	TOTAL	<u>\$ 10,500.00</u>
B.	Phase II Fee	
1.	Scroggs Architecture P.C.	\$ 6,000.00
2.	Trabue, Hansen & Hinshaw Inc.	\$ 250.00

- |    |                                                                                                                                                                                                                                                 |                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 3. | Malicoat-Winslow Engineers P.C.                                                                                                                                                                                                                 | \$ 9,000.00         |
|    | TOTAL                                                                                                                                                                                                                                           | \$ 15,250.00        |
|    |                                                                                                                                                                                                                                                 |                     |
| C. | Phase III Fee                                                                                                                                                                                                                                   |                     |
| 1. | Scroggs Architecture P.C.                                                                                                                                                                                                                       | \$ 1,500.00         |
| 2. | Trabue, Hansen & Hinshaw Inc.                                                                                                                                                                                                                   | \$ 250.00           |
| 3. | Malicoat-Winslow Engineers P.C.                                                                                                                                                                                                                 | \$ 1,000.00         |
|    | TOTAL                                                                                                                                                                                                                                           | \$ 2,750.00         |
|    |                                                                                                                                                                                                                                                 |                     |
| D. | TOTAL FEE                                                                                                                                                                                                                                       | <b>\$ 28,500.00</b> |
|    |                                                                                                                                                                                                                                                 |                     |
| E. | Printing of reports, mailing/postage, printing of construction document review plans, printing of construction document final plans, printing of project manual/specifications for bidding and construction shall be reimbursable charges.      |                     |
|    |                                                                                                                                                                                                                                                 |                     |
| F. | Cost of building permit plan review fee and building permit fee are not included in Basic Services. (Fee expected to be waived by Boone Co. Planning & Development).                                                                            |                     |
|    |                                                                                                                                                                                                                                                 |                     |
| G. | Any Extra or Additional Services for the Bidding Phase, Construction Phase, or services for changes beyond the scope of Basic Services will be performed upon written approval from the Owner prior to commencing work for additional services. |                     |
|    |                                                                                                                                                                                                                                                 |                     |
| H. | Office hourly rates shall be \$100.00/hour for additional services.                                                                                                                                                                             |                     |

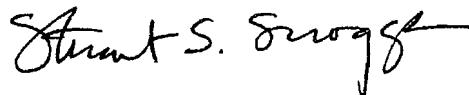
V. Schedule

- A. Phase I shall take approximately two to three weeks.
- B. Phase II shall take approximately three to four weeks.

On behalf of our team, we look forward to the opportunity of fulfilling the needs for Professional Services.

Approved by:

Submitted by:



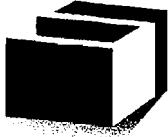
\_\_\_\_\_

Date

Stuart S. Scroggs, A.I.A.  
 Scroggs Architecture P.C.  
 1008 Maplewood Dr.  
 Columbia, MO 65203

May 16, 2007  
 \_\_\_\_\_  
 Date





Scroggs Architecture P.C.  
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203  
Phone: 573-442-5600 Fax: 573-442-5611  
E-mail: sss@scroggsarchitecture.com

May 16, 2007  
Revised May 21, 2007

MAY 23 2007

Mr. David Mink P.E., Director  
Boone County Public Works  
5551 Highway 63 South  
Columbia, MO 65201

RE: Truck Garage Fire Restoration  
Boone Co. South Maintenance Building  
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Dear Mr. Mink:

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1. Phase I – Prepare a report complete with documentation of all components of the building necessary to restore the building to its previous pre-fire condition. Report shall be submitted to the Owner's insurance company for negotiation and final monetary settlement. Prepare cost estimate.
  2. Phase II – Prepare bidding documents necessary to restore the building to its previous pre-fire condition, **but at minimum, commensurate with the final insurance settlement. Additional building components, features or upgrades may be specified in the Bidding Documents at the approval of the Owner.**
  3. Phase III - Bidding/Construction Phase Services.
- B. Fire Restoration shall include but not be limited to:
1. Replace existing standing seam roof and roof insulation over Truck Garage and West Storage Addition.
  2. Replace existing Truck Garage roof purlins (and West Storage Addition-to be verified).
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15. Replace all conduit and wiring for electrical systems.
16. Study code requirements concerning fire sprinkler systems, evaluate feasibility and make recommendations.

C. Construction is scheduled to be completed by November 1, 2007.

II. Basic Services

- A. Phase I (Fire Restoration Report)
  1. Preliminary Code Research and Summary
  2. Report containing documentation of all components of the building necessary to restore the building to its previous pre-fire condition.
  3. Cost estimate.
  4. Reviews and Coordination with the Owner.
  
- B. Phase II (Preparation of Bidding Documents)
  1. Floor Plan.
  2. Framing Plan.
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- B. Structural – Trabue, Hansen & Hinshaw Inc., David Schaller, Project Manager
- C. MEP – Malicoat-Winslow Engineers P.C., Fred Malicoat, Principal

IV. Fee Schedule (Hourly with Guaranteed Not to Exceed Maximum)

A.	Phase I Fee	
1.	Scroggs Architecture P.C.	\$ 5,000.00
2.	Trabue, Hansen & Hinshaw Inc.	\$ 500.00
3.	Malicoat-Winslow Engineers P.C.	\$ 5,000.00
	TOTAL	\$ 10,500.00
B.	Phase II Fee	
1.	Scroggs Architecture P.C.	\$ 6,000.00
2.	Trabue, Hansen & Hinshaw Inc.	\$ 250.00

3.	Malicoat-Winslow Engineers P.C.	\$ 9,000.00
	TOTAL	<del>\$</del> 15,250.00
C.	Phase III Fee	
1.	Scroggs Architecture P.C.	\$ 1,500.00
2.	Trabue, Hansen & Hinshaw Inc.	\$ 250.00
3.	Malicoat-Winslow Engineers P.C.	<del>\$</del> 1,000.00
	TOTAL	<del>\$</del> 2,750.00
D.	TOTAL FEE	<b>\$ 28,500.00</b>

E. **Hourly Rates: See attached Hourly Rate Listing.**

F. Printing of reports, mailing/postage, printing of construction document review plans, printing of construction document final plans, printing of project manual/specifications for bidding and construction shall be reimbursable charges.

G. Cost of building permit plan review fee and building permit fee are not included in Basic Services. (Fee expected to be waived by Boone Co. Planning & Development).

H. Any Extra or Additional Services for the Bidding Phase, Construction Phase, or services for changes beyond the scope of Basic Services will be performed upon written approval from the Owner prior to commencing work for additional services.

V. Schedule

A. Phase I shall take approximately two to three weeks.

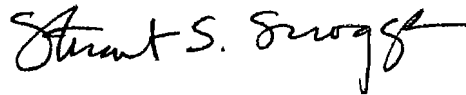
B. Phase II shall take approximately three to four weeks.

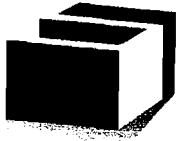
On behalf of our team, we look forward to the opportunity of fulfilling the needs for Professional Services.

Approved by:

 5/22/07  
Date

Submitted by:

  
May 16, 2007  
Date  
Stuart S. Scroggs, A.I.A.  
Scroggs Architecture P.C.  
1008 Maplewood Dr.  
Columbia, MO 65203



Scroggs Architecture P.C.  
Stuart S. Scroggs, Principal

1008 Maplewood Dr. Columbia, MO 65203  
Phone: 573-442-5600 Fax: 573-442-5611  
E-mail: sss@scroggsarchitecture.com

Truck Garage Fire Restoration  
Boone Co. South Maintenance Building  
5551 Highway 63 South  
Columbia, MO 65201

## HOURLY RATE LISTING & REIMBURSABLES

### Scroggs Architecture P.C.

Principal Architect	\$100.00/hr.
Drafting Technician	\$ 60.00/hr.
Administrative/Clerical	\$ 40.00/hr.

### Trabue, Hansen & Hinshaw Inc.

Principal Engineer	\$140.00/hr.
Engineer 5	\$125.00/hr.
Engineer 4	\$110.00/hr.
Engineer 3	\$ 95.00/hr.
Engineer 2	\$ 85.00/hr.
Engineer 1	\$ 70.00/hr.
Technician 5	\$ 70.00/hr.
Technician 4	\$ 60.00/hr.
Technician 3	\$ 50.00/hr.
Technician 2	\$ 45.00/hr.
Technician 1	\$ 36.00/hr.
Administrative/Clerical	\$ 42.00/hr.

### Malicoat Winslow Engineering P.C.

Principal Engineer	\$105.00/hr.
Professional Engineer	\$105.00/hr.
Engineer-In-Training	\$ 70.00/hr.
CADD Supervisor	\$ 60.00/hr.
CADD Technician	\$ 50.00/hr.
Administrative/Clerical	\$ 40.00/hr.

### Reimbursable Expenses Not Included In Basic Services or Fee Schedule as per IV.A – IV.D.

#### In-house Printing of Review Sets

- Large Format Copies @ \$1.75 each
- Xerox Copies (8-1/2x11) @ \$0.08 each
- Xerox Copies (11x17) @ \$0.15 each

#### Printing of Final Construction Documents for Bidding

- Postage, Shipping & Handling for distribution of Final Construction Documents for Bidding
- Mileage Expense @ \$0.445 (IRS Rate) only if Out of Town Travel Required

# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 17<sup>th</sup> day of May 20 07

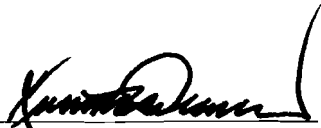
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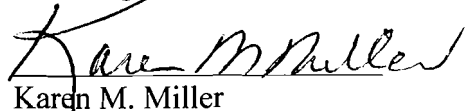
Now on this day the County Commission of the County of Boone does hereby award bid 28-03MAY07 Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements to Christian Construction Company. It is further ordered the Presiding Commissioner is authorized to sign said contract.

Done this 17<sup>th</sup> day of May, 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

**CONTRACT AGREEMENT**

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

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

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

**BID NUMBER 28-03MAY07**  
**Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements**  
 Project No. 07-546  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$192,464.00 for a total contract amount of \$192,464.00.

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

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

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

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

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

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

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

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

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

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

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

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


The Owner agrees to pay the Contractor in the amount:

**One Hundred Ninety Two Thousand Four Hundred Sixty Four Dollars and No Cents (\$192,464.00)**

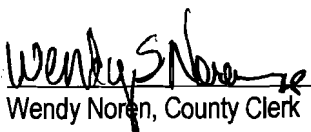
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 17 May 2007 at Columbia, Missouri. (Date)

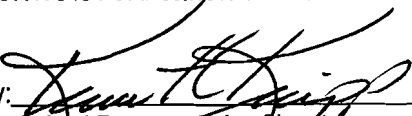
OWNER, BOONE COUNTY, MISSOURI

By:   
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

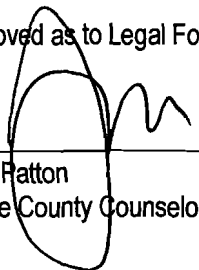
CONTRACTOR: Christensen Construction Co.

By:   
Authorized Representative Signature

By: Kenny Krupp  
Authorized Representative Printed Name

Title: BUSINESS MANAGER

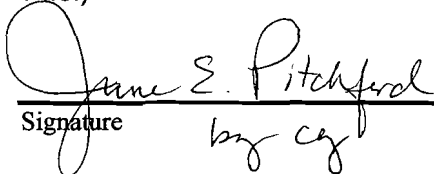
Approved as to Legal Form:

  
John Patton  
Boone County Counselor

AUDITOR CERTIFICATION

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

2045/71100 - \$192,464.00

  
Signature by cej

5/14/07  
Date

Appropriation Account



**PERFORMANCE BOND**

S358236

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Christensen Construction Co., P O Box 159, Kingdom City, MO 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Co.,  
P O Box 8550, Kansas City, MO 64114

a Corporation, organized under the laws of the State of Iowa  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of \$192,464.00 Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated MAY 17, 2007 entered into a  
Contract with Owner for:

**BID NUMBER 28-03MAY07**  
**Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO, on this 23rd day of May, 2007

Christensen Construction Co.

(Contractor)

(SEAL)

BY: 

Employers Mutual Casualty Co.

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact)

BY: 

(Missouri Representative)

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

**LABOR AND MATERIAL PAYMENT BOND**

S358236

KNOW ALL PERSONS BY THESE PRESENTS, that we, Christensen Construction Co.,  
P O Box 159, Kingdom City, MO 65262,  
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Co.,  
P O Box 8550, Kansas City, MO 64114

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

\$192,464.00 DOLLARS

(\$ \$192,464.00), 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 MAY 17, 2007 entered  
into a contract with Owner for

**BID NUMBER 28-03MAY07**  
**Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO on this 23rd day of May 2007.

CONTRACTOR Christensen Construction (SEAL)

BY: [Signature]

SURETY COMPANY Employers Mutual Casualty Co.

BY: [Signature]  
(Attorney-In-Fact)

BY: [Signature]  
(Missouri Representative)

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

# EMC Insurance Companies

No. 693356

P.O. Box 712 • Des Moines, IA 50303-0712

## CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

**KNOW ALL MEN BY THESE PRESENTS, that:**

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI.....

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS ..... (\$10,000,000.00)

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2008 unless sooner revoked.

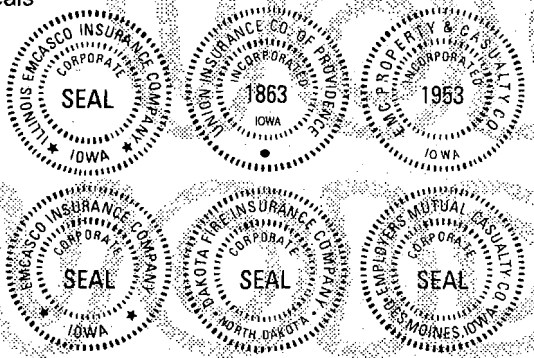
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and affect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March 2005.

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Jeffrey S. Birdsley*  
 Jeffrey S. Birdsley  
 Assistant Secretary

On this 21st day of March AD 2005 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires November 1, 2008.

*Patricia A. Wright*  
 Patricia A. Wright  
 Notary Public in and for the State of Iowa

**PATRICIA A. WRIGHT**  
 Commission Number 176255  
 My Comm. Exp. Nov. 1, 2008

### CERTIFICATE

I, David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on March 21, 2005

on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser,

are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of May, 2007

*David L. Hixenbaugh*  
 David L. Hixenbaugh  
 Vice-President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

---

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID W3  
CHRIS-4

DATE (MM/DD/YYYY)  
05/23/07

<b>PRODUCER</b>  Naught-Naught/Columbia 28 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City MO 65262	INSURER A:	Hawkeye-Security Insurance 36919
	INSURER B:	Midwestern Indemnity Co
	INSURER C:	
	INSURER D:	
	INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CBP9739303	05/15/07	05/15/08	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 15,000
	<input checked="" type="checkbox"/> Blnkt Addl Insrds				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY	BA9729696	05/15/07	05/15/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
A	EXCESS/UMBRELLA LIABILITY	CU9734909	05/15/07	05/15/08	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10,000					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC9732601	05/15/07	05/15/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Project: Meadowlake Subdivision Asphalt Overlay and Roadway Drainage Improvements, Project # 07-546; Certificate Holder is named as additional insured as respects the general liability coverage for this project.

<b>CERTIFICATE HOLDER</b>  BOONECN  Boone County Commission 801 E Walnut Columbia MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Carolyn Ruth Stone
--------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## **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.



**BID FORM - REVISED****Meadowlake Subdivision****Asphalt Overlay & Roadway Drainage Improvements****Project No: 07- 546**

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

Description	Unit	Qty.	Unit Price	Extended Total
Mobilization	LS	1	\$ 2000.00	\$ 2,000.00
Traffic Control	LS	1	\$ 1000.00	\$ 1,000.00
Removals - (Includes Mill Joints)	LS	1	\$ 5,000.00	\$ 5,000.00
12" CMP (Zinc)	LF	502	\$ 20.00	\$ 10,040.00
15" CMP (Zinc)	LF	750	\$ 20.00	\$ 15,000.00
18" CMP (Zinc)	LF	254	\$ 25.00	\$ 6,350.00
18" CMP (Poly) w/ mitred ends	LF	104	\$ 30.00	\$ 3,120.00
24" CMP (Poly) w/ mitred ends	LF	36	\$ 50.00	\$ 1,800.00
20" x 28" CMP (Arched) (Poly) w/ mitred ends	LF	80	\$ 55.00	\$ 4,400.00
48" CMP (Poly) w/ mitred ends	LF	54	\$ 130.00	\$ 7,020.00
Roadway Pipe Replacement Patch	SY	103	\$ 75.00	\$ 7,725.00
Dig Out Repair - (Includes all materials - See Detail)	SY	125	\$ 75.00	\$ 9,375.00
Additional Depth - Dig Out Repair	CY	2	\$ 75.00	\$ 150.00
Surface Rock (Transitions)	TON	20	\$ 25.00	\$ 500.00
Type 1 Roll Stone - (Transitions)	TON	16	\$ 25.00	\$ 400.00
Type 2 Base Rock (1 1/2" Minus)	TON	145	\$ 25.00	\$ 3,625.00
Asphalt Driveway Replacement	SY	121	\$ 30.00	\$ 3,630.00
Aggregate Driveway Replacement	SY	732	\$ 8.25	\$ 6,039.00
Concrete Driveway Replacement	SY	123	\$ 72.00	\$ 8,856.00
Asphalt Approach	SY	120	\$ 30.00	\$ 3,600.00
Paving Fabric	SY	9,400	\$ 2.50	\$ 23,500.00
Asphalt - Surface Mix (1 1/2") (Includes tack coat)	TON	800	\$ 51.25	\$ 41,000.00
Asphalt - Bit. Base / Wedge Course (Includes Prime & Tack)	TON	100	\$ 51.25	\$ 5,125.00
Ditching	LF	2,960	\$ 2.00	\$ 5,920.00
Erosion Control Blanket - Light Weight - SC150	SY	2,170	\$ 5.00	\$ 10,850.00
Erosion Control Blanket - Heavy Weight - C350	SY	97	\$ 7.00	\$ 679.00
Restoration (Lime, Fertilizer, Seed & Type 3 Mulch)	AC	.90	\$ 5,000.00	\$ 4,500.00
Graded Rip Rap - (6" x 9")	CY	21	\$ 60.00	\$ 1,260.00
<b>Bid Total =</b>				<b>\$ 192,464.00</b>

5.1 (Revised)

**BID BOND**

(NOT VALID IF BID AMOUNT EXCEEDS \$ 5% of Price Bid )

KNOW ALL MEN BY THESE PRESENTS: That we, Christensen Construction Company

P O Box 159, Kingdom City, Missouri 65262

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

, as Surety, are held and firmly bound unto the

Boone County Commission, Purchasing Office, 601 E Walnut, Columbia, Missouri 65201

as obligee, in the sum of Five Percent (5%) of Price Bid

DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:  
Asphalt Overlay and Roadway Drainage Improvements  
Project # 07-546

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 3rd day of May, 2007

Angela S. Hines  
Witness

Christensen Construction Company  
Principal

By: [Signature]

Employers Mutual Casualty Company  
Surety

By: [Signature]  
Attorney-in-Fact

[Signature]  
Witness



No. 693314

P. O. Box 712 • Des Moines, IA 50308-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation
7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies"; each does, by these presents, make, constitute and appoint:

THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT, BARGFREDE, WILMA KEISER, TIMOTHY P. EASTIN, RICHARD NAUGHT, STEVE NAUGHT, BETH NATIONS, INDIVIDUALLY, JEFFERSON CITY, MISSOURI

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

IN AN AMOUNT NOT EXCEEDING TEN MILLION DOLLARS (\$10,000,000.00)

and to bind each Company hereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire April 1, 2008 unless sooner revoked

AUTHORITY FOR POWER OF ATTORNEY

This Power of Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her.

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 21st day of March, 2007

Bruce G. Kelley (Signature)

Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6 and CEO of Company 7

Jeffrey S. Birdsley (Signature)

Jeffrey S. Birdsley, Assistant Secretary

On this 21st day of March, AD 2007, before me a

Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said Corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Jeffrey S. Birdsley as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.

Patricia A. Wright (Signature)
Notary Public in and for the State of Iowa

CERTIFICATE

David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the

Companies, and this Power of Attorney issued pursuant thereto on March 21, 2007

are true and correct and are still in full force and effect. Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations

in testimony whereof have subscribed my name and affixed the facsimile seal of each Company this 21st day of March, 2007

David L. Hixenbaugh (Signature) Vice President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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PROPERTY & CASUALTY INSURANCE  
LIFE INSURANCE  
BONDS

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HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL  
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

EMC Insurance Companies  
P.O. Box 8550  
Kansas City, MO 64114-0550  
Telephone (816) 942-0004  
Fax: (816) 943-1352



**CONTRACT DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID #28-03MAY07 Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements**

**ADDENDUM #1**  
**(Issued May 2, 2007)**

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

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

**BID DOCUMENTS:**

1. **Revision:** Bid item for Type 2 Base Rock is for cul-de-sac area (if built) and roadway widening at intersection of Nelson Drive. **Please see the attached revised bid form.**
  
2. The County received the following questions, and we have provided a response:
  - Question:** How is rock at turn-around paid for?
  - Answer:** Excavation to be paid for in Removals, Base Rock to be paid as per Ton in Bid, Asphalt (Bit. Base and Surface) to be paid for as by Ton in Bid.
  - Question:** Are specifications same for asphalt approach and driveway?
  - Answer:** Same specifications except for widths and lengths.
  - Question:** What depth is aggregate driveway?
  - Answer:** 2" surface rock with minimum of 4" Type I Rollstone.
  
3. **Clarification:** Ditching shall be paid for by the Linear Foot as stated in Special Provisions. Quantity for bid purpose should be correct.
  
4. **Clarification:** Driveway Replacements – All items incidental and paid for by the Square Yard.
  
5. **Clarification:** Erosion Control blankets are to be placed in all new ditches.
  
6. **Clarification:** Manholes to be raised shall be incidental on this project, however there are not believed to be any present for this project.
  
7. **Clarification:** Pipe depths shall be determined in the field by contractor and inspector. Positive drainage is required and issues with utilities will have to be addressed in coordination with this activity.

- 8. **Clarification:** Prime and Tack – Prime to be used for all prepared base rock applications. Tack to be used on all lifts (including wedge) unless otherwise directed by inspector or management. Areas for Paving Fabric shall be prepared as per manufactures recommendation.

By: Heather Turner  
 Heather Turner, CPPB  
 Senior Buyer

BIDDER has examined copy of Addendum #1 to Request for Bid #28-03MAY07 Meadowlake Subdivision Asphalt Overlay & Roadway Drainage Improvements, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION

Address: P.O. Box 159  
KINGDOM CITY, MO 65262

Phone Number: 573-814-3308

Fax Number: 573-814-0403

Authorized Representative Signature: Heather Turner

Date: 5/2/07

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Meadowlake Subdivision - Asphalt Overlay & Roadway Drainage Improvements**

**Project No: 07- 546**

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

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

### **SECTION I**

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

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

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

### **SECTION II**

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

### **SECTION III**

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

**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 CHRISTENSEN CONSTRUCTION COMPANY  
By [Signature]  
Title BUSINESS MANAGER  
Address P.O. Box 159 KINGDOM CITY, MO 65262  
Phone 573-814-3308  
Date MAY 2, 2007



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: CHRISTENSEN CONSTRUCTION COMPANY
- 2. BUSINESS ADDRESS: P.O. Box 159  
KINGDOM CITY, MO 65262
- 3. WHEN ORGANIZED: 1986
- 4. WHEN INCORPORATED: 1992
- 5. IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER: CORPORATION 43-1610378
- 6. Number of years engaged in contracting business under present firm name:  
21
- 7. If you have done business under a different name, please give name and location:  
NA
- 8. Percent of work done by own staff: 90%
- 9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
- 10. Have you ever defaulted on a contract? NO
- 11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
- 12. List of projects currently in progress: SEE ATTACHED SHEET B

**\* Attach additional sheets as necessary \***

May 1, 2007

Sheet A

**MAJOR PROJECTS COMPLETED IN PAST 5 YEARS**

Boone County 2006 Overlay Project  
Boone County Public Works – Darin Sapp 573-864-6316  
\$1,250,000 Contract Amount  
100% Complete  
October 2006 - Completion Date

City of Mexico Street Overlay  
Mexico Public Works – Jim Sternberg 573-581-2100  
\$307,250 Contract Amount  
100% Complete  
September 2006 - Completion Date

Woodcrest Chapel  
Curtis-Manes-Schulte – Shawn Schulte 573-392-6553  
\$93,159 Contract Amount  
100% Complete  
June 2006 – Completion Date

Kenworth  
McCown Gordon Construction – Mark Brooks 816-960-1111  
\$230,275 Contract Amount  
100% Complete  
May 2006 – Completion Date

Elks Lodge  
Strawn Construction – John Strawn 573-445-2890  
\$48,987 Contract Amount  
100% Complete  
May 2006 – Completion Date

UMC Summer Paving Project - 2005  
University of Missouri – Bob Berg 882-9336  
\$372,643 Contract Amount  
100% Complete  
September 2005 – Completion Date

Sam's Club  
Crane Construction Company – David Crane 816-324-4023  
\$354,583 – Contract Amount  
100% Complete  
August 2005 – Completion Date

Mexico Track Renovation  
Mexico Public Schools – Glenn Wheeler 581-7126  
\$216,736 - Contract Amount  
100% Complete  
August 2005 – Completion Date

Mexico Wal-Mart  
Crossland Construction – Darin Barta 620-429-1414  
\$741,000 – Contract Amount  
100% Complete  
May 2005 – Completion Date

May 1, 2007

Sheet B

**Major Projects In Progress**

Boone Hospital Parking Garage  
River City Construction – John Sutherland 573-657-7380  
\$256,000 Contract Amount  
30% Complete  
Summer 2007 – Completion Date

Verizon Office Building  
Coil Construction – Jim Holman 874-1444  
\$42,759 Contract Amount  
10% Complete  
Summer 2007 – Completion Date

Broadway Bluffs Lot #4 Building  
Coil Construction – Jim Holman 874-1444  
\$78,195 Contract Amount  
15% Complete  
Summer 2007 – Completion Date

**SIGNATURE AND IDENTITY OF BIDDER**

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

( ) sole individual    ( ) partnership    ( ) joint venture

corporation, incorporated under laws of the state of

MISSOURI

Dated MAY 2, 2007

Name of individual, all partners, or joint venturers:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri:

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

CHRISTENSEN CONSTRUCTION

P.O. Box 159 KINGDOM CITY, MO 65202

(If a corporation - show its name above)

ATTEST:

Angela S. Hines  
(Secretary)

[Signature]  
(Title) BUSINESS MANAGER

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

**BIDDER'S ACKNOWLEDGMENT**

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

State of MISSOURI

County of CALLAWAY

On this 2 day of MAY, 20 07

before me appeared KENNY KNIPP, to me 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.~~

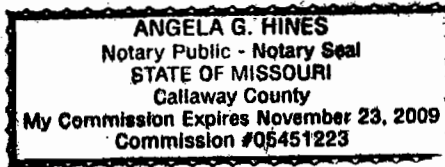
(if a corporation) that he is the BUSINESS MANAGER  
President or other agent

of CHRISTENSEN CONSTRUCTION; 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 KINGDOM CITY, MISSOURI the day and year first above written.

(SEAL) Angela S Hines Notary Public

My Commission expires 11-23, 2009.



ANTI-COLLUSION STATEMENT

STATE OF MISSOURI  
COUNTY OF CALLAWAY

KENNY KNIPP, being first duly sworn, deposes and

says that he is BUSINESS MANAGER  
(Title of Person Signing)

of CHRISTENSEN CONSTRUCTION COMPANY  
(Name of Bidder)

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

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

By [Signature]

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 2nd day of May, 2007.

[Signature]  
Notary Public

My Commission Expires 11-23-09

