

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned

Term. 20 07

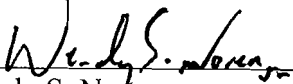
In the County Commission of said county, on the 4th day of October 20 07

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

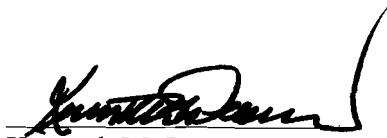
Now on this day the County Commission of the County of Boone does hereby award bid 61-27SEP07 – Boone Industrial Park Road Improvements-Phase 2 to Southern Ditching & Excavating Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of October, 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 **Southern Ditching & Excavating Company** (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 61-27SEP07
Boone Industrial Park Road Improvements Phase 2
 Project No. 07-544
 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 Total in the amount of \$113,083.20 for a total contract amount of \$113,083.20.

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. 14
19. Boone County Standard Terms and Conditions
20. Plan Sheets

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

One Hundred Thirteen Thousand Eighty Three Dollars and Twenty Cents (\$113,083.20)

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 Oct. 4, 2007 at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

CONTRACTOR: **Southern Ditching & Excavating Company**


Wendy Noren, County Clerk

By: 
Authorized Representative Signature

By: DAWN C. MOORE
Authorized Representative Printed Name

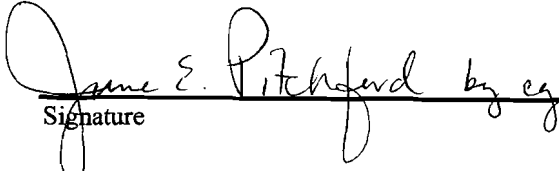
Title: PRESIDENT

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.)

 by eg 10/4/07 2045/71100 - \$113,083.20
Signature Date Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
K&D Moor, Inc. dba Southern Ditching & Excavating Company

320 Jungerman Rd., St. Peters, MO 63376

as Principal, hereinafter called Contractor, and The Cincinnati Insurance Company
P O Box 145496, Cincinnati OH 45250-5496

a Corporation, organized under the laws of the State of Ohio
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 Thirteen Thousand, Eighty Three Dollars and 20/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated 10-4-07 entered into a
Contract with Owner for:

BID NUMBER 61-27SEP07
Boone Industrial Park Road Improvements-Phase 2
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 St. Peters, MO, on this 9th day of October, 2007.

K&D Moor, Inc. dba Southern Ditching &
Excavating Company

(Contractor)

(SEAL)

BY: *Dawn C Moor*

Dawn C. Moor, President
The Cincinnati Insurance Company

(Surety Company)

(SEAL)

BY: *Jeannette Davis*
(Attorney-In-Fact) Jeannette Davis

BY: *Janice Jakubielski*
(Missouri Representative) Janice Jakubielski

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, K&D Moor, Inc. dba Southern Ditching & Excavating Company

as Principal, hereinafter called Contractor, and _____,

The Cincinnati Insurance Company
a corporation organized under the laws of the State of Ohio, 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 Thirteen Thousand, Eighty Three Dollars and
20/100 - - - - - DOLLARS

(\$ 113,083.20 - - - -), 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 10-4-07 entered into a contract with Owner for

**BID NUMBER 61-27SEP07
Boone Industrial Park Road Improvements-Phase 2
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 St. Peters, MO on this 9th day of October 20⁰⁷.

K&D Moor, Inc. dba Southern Ditching &
Excavating Company
CONTRACTOR _____ (SEAL)

BY: Dawn C. Moor
Dawn C. Moor, President

SURETY COMPANY The Cincinnati Insurance Company

BY: Jeannette Davis
(Attorney-In-Fact) Jeannette Davis

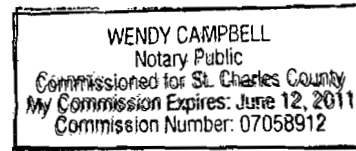
BY: Janice Jakubielski
(Missouri Representative) Janice Jakubielski

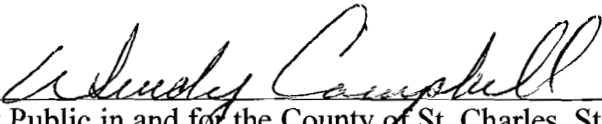
(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

State of Missouri

County of St. Charles

On this 9th day of October, 2007 before me, Wendy Campbell, a Notary Public in and for the said County of St. Charles, State of Missouri, duly commissioned and sworn, personally appeared Jeannette Davis, known to me to be the Attorney-in-Fact of The Cincinnati Insurance Company the corporation that executed the written instrument.




Notary Public in and for the County of St. Charles, State of Missouri. My Commission Expires on June 12, 2011

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Steven Heying; Dale Dunn; Jeannette Davis; Janice Jakubielski and/or Julie Wilhelm

of St. Peters, Missouri its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.



THE CINCINNATI INSURANCE COMPANY

David T. McArdy
Senior Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 9th day of October 2007.



Gregory J. Schlemmer
Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2007

PRODUCER (636)477-0500 FAX (636)477-0600
St. Charles Insurance
 4600 Executive Centre Parkway
 Suite D
 St. Peters, MO 63376

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.

INS **K & D Moor, Inc.**
 DBA: Southern Ditching & Excavating Company
 320 Jungermann Rd
 St. Peters, MO 63376

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	SECURA INSURANCE	22543
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CP3120340	12/12/2006	12/12/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Each occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> \$2500 per claim deductible				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
A		AUTOMOBILE LIABILITY	A3120341	12/12/2006	12/12/2007	COMBINED SINGLE LIMIT (Each 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 checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	CU3120343	12/12/2006	12/12/2007	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC3120342	12/12/2006	12/12/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER Equipment: Leased or rented	CP3120340	12/12/2006	12/12/2007	\$550,000 limit \$2500 deductible	

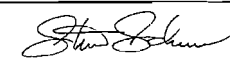
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Boone Industrial Park Road Improvements, Phase 2 Project No. 07-544
 Boone County is named as additional insured on the general liability policy as respects work performed by the named insured.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Steven Scherer, CIC/KAREN 

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 RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Boone Industrial Park Road Improvements – Phase 2**
Project Number: 07-544

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

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

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Effective Date: May 13, 2004, Missouri Standard Specifications for Highway Construction, Dated 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.

Firm Name: SOUTHERN DITCHING + EXCAVATING COMPANY

By: Dawn C Moor
(Signature)

DAWN C. MOOR
(Print or Type Name)

Title: PRESIDENT

Address: 320 JUNGERMANN ROAD

City, State, Zip: ST PETERS, MO. 63376

Phone: (636) 441-1112

Fax: (636) 441-3175

Date: 9/26/07

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: SOUTHERN DITCHING + EXCAVATING COMPANY
2. Business Address: 320 JUNGERMANN ROAD
ST PETERS, MO. 63376
3. When Organized: 4/22/97
4. When Incorporated: 4/22/97
5. If not incorporated, state type of business and provide your federal tax identification number:
K + D MOOR, INC. d/b/a SOUTHERN DITCHING + EXCAVATING COMPANY
FEDERAL ID # 43-1779412
6. Number of years engaged in contracting business under present firm name:
10 YEARS
7. If you have done business under a different name, please give name and location:
N/A
8. Percent of work done by own staff: 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
12. List of projects currently in progress: SEE ATTACHED

* Attach additional sheets as necessary *

BID FORM

BOONE INDUSTRIAL PARK ROAD IMPROVEMENTS PHASE 2 Project No. 07-544

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given.

BOONE INDUSTRIAL PARK ROAD IMPROVEMENTS – PHASE 2 BASE BID

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	Mobilization	LS	1		1,599.00
2	Traffic Control	LS	1	999.00	999.00
3	Restoration	LS	1	100.00	100.00
4	Construction Staking	LS	1	1,200.00	1,200.00
5	Silt Fence	LF	80	3.35	268.00
6	Storm Drain Inlet Protection	EA	2	75.00	150.00
7	Erosion Control Blanket	SY	50	3.15	157.50
8	Remove PCC Pavement	SY	1207	7.80	9,414.60
9	Remove PCC Driveway	SY	378	7.80	2,948.40
10	8" PCC Pavement	SY	1207	44.40	53,590.80
11	8" PCC Driveway	SY	382	48.20	18,412.40
12	PCC Saw Cuts	LF	1700	2.50	4,250.00
13	Subgrade Stabilization	SY	495	18.50	9,157.50
14	Clean and Seal Cracks and Joints	LF	7038	1.00	7,038.00
15	Repair PCC Curb	LF	6	40.00	240.00
16	PCC Flume	EA	2	1,363.00	2,726.00
17	Type 2 Rock Blanket	CY	4	208.00	832.00
BASE BID TOTAL					113,083.20

The 8" concrete pavement repairs include the removal and replacement of failed concrete panels as shown on the drawings or directed by the Boone County Engineer. The final quantity and locations of panel replacements will be determined by the Boone County Engineer based on budgetary constraints. The unit prices submitted shall be applicable to any location along Boone Industrial and Interstate Drive within the project limits.

Note:

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: Southern Ditching & Excavating Company

ADDRESS: 320 Junfermann Road

CITY, STATE, ZIP St Peters, Mo. 63376

PHONE NUMBER: (636) 441-1112

AUTHORIZED REPRESENTATIVE: Dawn C. Moor

TITLE: PRESIDENT

SIGNATURE: Dawn C. Moor

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St CHARLES

DAWN MUOR, being first duly sworn, deposes and

says that he is PRESIDENT
(Title of Person Signing)

of SOUTHERN DITCHING + EXCAVATING 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 Dawn C Moor
By _____
By _____

KRISTINE VEHIGE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 12, 2010
Commission Number 06938389

Sworn to before me this 21st day of September, 20 07
Kristine Vehige
Notary Public

My Commission Expires September 12, 2010

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 _____, 20____
 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:

Southern Ditching + Excavating Company 320 Jungermann Road
 (If using a fictitious name, show this name above in addition to legal names.)

K + D Moore, Inc.
 (If a corporation - show its name above)

St Peters, Mo. 63376

ATTEST:

Kevin Moore
 (Secretary)

V.P.
 (Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of ST CHARLES

On this 26th day of SEPTEMBER, 20 07

before me appeared DAWN C. MOOR to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

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

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

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

of SOUTHERN DITCHING + EXCAVATING COMPANY; 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 320 JUNBERMAN ROAD the day and year first above written.

(SEAL) Kristine Vehige Notary Public

KRISTINE VEHIGE
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 12, 2010
Commission Number 06938389

My Commission expires September 12, 20 10.

SOUTHERN DITCHING & EXCAVATING COMPANY
LIST OF REFERENCES

Current Projects

- City of Richmond Heights, Missouri.
1330 S. Big Bend Blvd
Richmond Heights, Mo. 63117-2202
Mr. Bruce Murray, Director of Public Works
(314) 645-2277

Completed Projects

- City of Wildwood, Missouri.
16962 Manchester Road
Wildwood, Mo. 63040
Mr. Scott Hummell, Street Department
(636) 273-9360
- 353 Redevelopment Corporation
City of Washington
405 Jefferson Street
Washington, Mo. 63090
Mr. Mark Harriman
(636) 239-6550
- City of Bel Ridge, Missouri.
8842 Natural Bridge
St. Louis, Mo. 63121
Mr. Greg Hunn, Director of Public Works
(314) 429-2878
- City of Manchester, Missouri.
14318 Manchester Road
Manchester, Mo. 63011
Mr. Ed Blattner, City Administrator
(636) 227-1385
- Central County Fire & Rescue
#1 Timberbrook Drive
St. Peters, Missouri. 63376
Mr. Bryan Uchs
(636) 970-9700
- City of Crestwood, Missouri.
One Detjen Drive
Crestwood, Missouri. 63126
Mr. John P. Kohler
(314) 729-4720

- City of Eureka, Missouri.
100 City Hall Drive
Eureka, Missouri. 63025-0125
Mr. Mike Schleretch
(636) 938-6655
- Fenton Fire Protection District
845 Gregory Lane
Fenton, Missouri.
Mr. Lou Hecht
(636) 343-4188
- West County EMS & Fire Protection
223 Henry Avenue
Manchester, Missouri. 63011
Mr. Dave Frazier
(636) 227-9350
- City of Richmond Heights, Missouri.
1330 S. Big Bend Blvd
Richmond Heights, Mo. 63117-2202
Mr. Bruce Murray, Director of Public Works
(314) 645-2277
- Lake St. Louis Fire Protection District
2533 Lake St. Louis Boulevard
Lake St. Louis, Mo. 63367
Mr. Jeffrey Smith, Fire Chief
(636) 561-9202

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we (Here insert full name and address or legal title of Contractor)

K & D Moor, Inc. dba Southern Ditching & Excavating Company
320 Jungerman Rd., St. Peters, MO 63376

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

The Cincinnati Insurance Company
P.O. Box 145496, Cincinnati, OH 45250-5496

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

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

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid ----- - Dollars (\$5% of Bid Amount - - -),

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 (Here insert full name, address and description of project)

Boone Industrial Park Road Improvements, Phase 2

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 27th day of September, 2007.

K & D Moor, Inc. dba
Southern Ditching & Excavating Company (Seal)

Dolores Kavanagh
(Witness)

Dawn C. Moor
Dawn C. Moor, President

Bi W. Ch
(Witness)

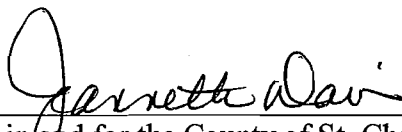
The Cincinnati Insurance Company (Seal)
Janice Jakubielski
Janice Jakubielski, Attorney-in-Fact

State of Missouri

County of St. Charles

On this 27th day of September, 2007 before me, Jeannette Davis, a Notary Public in and for the said County of St. Charles, State of Missouri, residing therein, duly commissioned and sworn, personally appeared Janice Jakubielski, known to me to be the Attorney-in-Fact of The Cincinnati Insurance Company, the corporation that executed the written instrument.

JEANNETTE DAVIS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
Commission #07456951
My Commission Exp. 1/7/11



Notary Public in and for the County of St. Charles, State of Missouri. My Commission Expires on 1/7/2011

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Steven Heying; Dale Dunn; Jeannette Davis; Janice Jakubielski and/or Julie Wilhelm

of St. Peters, Missouri

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.



THE CINCINNATI INSURANCE COMPANY

Daniel J. McCarthy
Senior Vice President

STATE OF OHIO)
COUNTY OF BUTLER) ss:

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 27 day of September 2007.



Heggy J. Schlemmer
Secretary

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

October Session of the October Adjourned

Term. 20 07

In the County Commission of said county, on the

4th

day of

October

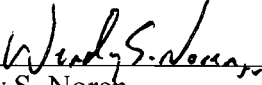
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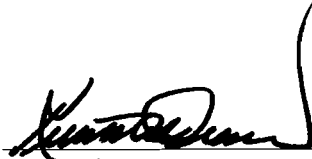
the following, among other proceedings, were had, viz:

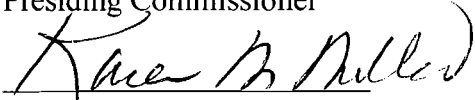
Now on this day the County Commission of the County of Boone does hereby award bid 63-27SEP07 – Moreau Rd Low Water Crossing to Mike Hern Construction. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 4th day of October, 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 Mike Hern Construction (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 63-27SEP07
Moreau Road Low Water Crossing Project
 Project No. 06-340
 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 Bid Total in the amount of \$50,646.00 for a total contract amount of \$50,646.00.

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. 14
19. Boone County Standard Terms and Conditions
20. Plan Sheets

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

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

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

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

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

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

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

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

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


The Owner agrees to pay the Contractor in the amount:

Fifty Thousand Six Hundred Forty Six Dollars and No Cents (\$50,646.00)

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 Oct. 4, 2007 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: 
Kenneth M. Pearson, Presiding Commissioner

ATTEST:


Wendy Noren, County Clerk

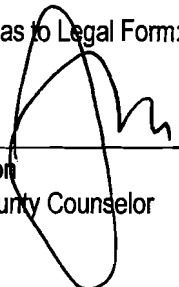
CONTRACTOR: **Mike Hern Construction**

By: 
Authorized Representative Signature

By: Mike Hern
Authorized Representative Printed Name

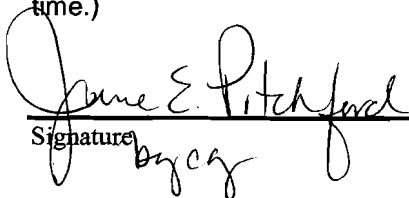
Title: Owner

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.)


Signature *by cag*

10/4/07
Date

2045/71100 - \$50,646.00

Appropriation Account

PERFORMANCE BOND Bond No. 2081775

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Mike Hern Construction

as Principal, hereinafter called Contractor, and
North American Specialty Insurance Company

a Corporation, organized under the laws of the State of New Hampshire
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 Fifty Thousand Six Hundred Forty Six and Dollars,
00/100-----
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 10/4/07 entered into a
Contract with Owner for:

BID NUMBER 63-27SEP07
Moreau Road Low Water Crossing Project
BOONE COUNTY, MISSOURI

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Racine, WI, on this 17th day of October, 2007

Mick Kern Construction
(Contractor)

(SEAL)

BY: _____
North American Specialty
Insurance Company

(Surety Company)

(SEAL)

BY: *Thomas O. Chambers*
(Attorney-In-Fact)
Thomas O. Chambers

BY: n/a
(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

Bond No. 2081775

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Mike Hern Construction _____,

as Principal, hereinafter called Contractor, and _____
North American Specialty Insurance Company _____

a corporation organized under the laws of the State of New Hampshire _____, 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

Fifty Thousand Six Hundred Forty Six and
00/100----- DOLLARS

(\$ 50,646.00 _____), 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 10/4/07 _____ entered
into a contract with Owner for

**BID NUMBER 63-27SEP07
Moreau Road Low Water Crossing Project
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Racine, WI on this 17th day of October 20 07.

CONTRACTOR Mike Hern Construction (SEAL)

BY: Mike Hern

SURETY COMPANY North American Specialty Insurance Company

BY: Thomas O. Chambers
(Attorney-In-Fact)

Thomas O. Chambers

BY: n/a
(Missouri Representative)

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



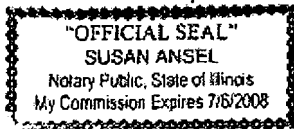
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2006.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 25th day of January, 2006, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

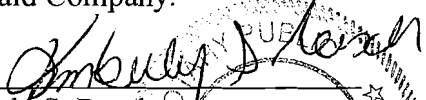
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17 day of October, 2007

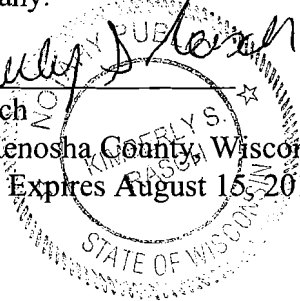
[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

ON THIS 17th day of October, 2007, before me, a notary public,
within and for said County and State, personally appeared **Thomas O. Chambers** to me
personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of
and for the **NORTH AMERICAN SPECIALTY INSURANCE COMPANY**, a corporation of
NEW HAMPSHIRE, created, organized and existing under and by virtue of the laws of the
State of NEW HAMPSHIRE; that the corporate seal affixed to the foregoing within instrument
is the seal of the said Company; that the seal was affixed and the said instrument was executed
by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that
he executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires August 15, 2010


ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KE
HERNC-1

DATE (MM/DD/YYYY)
10/16/07

PRODUCER
Prins Insurance, Inc.
P.O. Box 220
Spartanburg IA 51248
Phone: 800-831-8545 Fax: 712-729-5024

INSURED
Mike Hern
DBA Mike Hern Construction
9230 Lamine Rd.
Blackwater MO 65322

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Continental Western Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2657391-21	10/25/06	10/25/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2657391-21	10/25/06	10/25/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2721967-21	10/15/07	10/25/07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	2657392-21	10/25/06	10/25/07	<table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 500000	E.L. DISEASE - EA EMPLOYEE	\$ 500000	E.L. DISEASE - POLICY LIMIT	\$ 500000
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$ 500000												
E.L. DISEASE - EA EMPLOYEE	\$ 500000												
E.L. DISEASE - POLICY LIMIT	\$ 500000												
A	OTHER Equipment Floater	2657391-21	10/25/06	10/25/07									

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

RE: Project#06-340.
Boone County Commission is listed as Additional Insured.

CERTIFICATE HOLDER

BOONMO1

Boone County Commission
601 E Walnut Room #209
Columbia MO 65201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Bruce Mosier, CIC

Bruce Mosier

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.

SECTION IV

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

SECTION V

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

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

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

Firm Name: Mike Hern Construction

By: Mike Hern
(Signature)

MIKE HERN
(Print or Type Name)

Title: OWNER

Address: 9270 Laminas Rd.

City, State, Zip: Blackwater, Mo 68922

Phone: 660-846-4144

Fax: 660-846-4100

Date: 9-27-2007

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Moreau Road Low Water Crossing Project**

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Mike Heru Construction
2. Business Address: 9220 Lamine Rd Blackwater, MO 65912
3. When Organized: 1974
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:
owner operator 43-152-1121
6. Number of years engaged in contracting business under present firm name:
33
7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: 80%
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 Attachment
12. List of projects currently in progress: Sewage Sand Filter Recirculation
Treatment system for Senate-Ridge Subdivision

* Attach additional sheets as necessary *

BID FORM
Moreau Road Low Water Crossing Project
 Project No. 06-340

All items shown on the project plan sheets and not included in the bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern. Item 1-16 is optional and will only be in effect if rock is encountered during excavation.

Moreau Road Low Water Crossing Project

	Description	Quantity	Unit	Unit Price	Extended Total
1-1.	Mobilization	1	LS	2000 ⁻	2000 ⁻
1-2.	Traffic Control	1	LS	1250 ⁻	1250 ⁻
1-3.	Removals	1	LS	3250 ⁻	3250 ⁻
1-4.	Excavation	77	CY	15 ⁻	1155 ⁻
1-5.	Embankment	30	CY	15 ⁻	450 ⁻
1-6.	1.5" Minus Base Rock	100	TON	18 ⁵⁰	1850 ⁻
1-7.	Class A Portland Cement Concrete	75	CY	287 ⁻	21,525 ⁻
1-8.	Type 1 Rolled Stone Base Rock	45	TON	20 ⁻	900 ⁻
1-9.	Tensar BX 1100 Geogrid	277	SY	4 ⁻	1108 ⁻
1-10.	Reinforcing Steel (Including Tie Bars)	1500	LBS	1 ⁵⁰	2250 ⁻
1-11.	Type 2 Rock Blanket (24" deep)	71	CY	31 ⁻	2201 ⁻
1-12.	Field Seeding/Fertilizing/Mulching	1	LS	1500 ⁻	1500 ⁻
1-13.	24" Polycoated CMP's 16 gauge	90	LF	42 ⁴⁰	3726 ⁻
1-14.	Temporary Bypass	1	LS	5000 ⁻	5000 ⁻
1-15.	Construction Staking	1	LS	1450 ⁻	1450 ⁻
1-16.	Rock Excavation	1	CY	200 ⁻	200 ⁻
1-17.	Geotex 315ST	277	SY	3 ⁻	831
				TOTAL:	50,646⁻

Note:

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

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

DATE

ADDENDUM NUMBER

None

COMPANY NAME:

Mike Hern Construction

ADDRESS:

9230 Lamine Rd.

CITY, STATE, ZIP

Blackwater, Ms 39022

PHONE NUMBER:

660-846-4144

AUTHORIZED REPRESENTATIVE:

Mike Hern

TITLE:

Owner

SIGNATURE:

Mike Hern

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cooper

_____ , being first duly sworn, deposes and

says that he is Mike Hern
(Title of Person Signing)

of Mike Hern Construction
(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 Mike Hern

By _____

By _____

Sworn to before me this 27th day of September, 2007

Linda K. Bruce
Notary Public

My Commission Expires 3/1/2008

Linda K. Bruce
Notary Public-Notary Seal
State of Missouri
Cooper County
My Commission Expires March 1, 2008.

SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Mike Hen

Address of each:

9230 Lamine Rd. Blackburg, Mo

doing business under the name of:

Mike Hen, Contractor

Address of principal place of business in Missouri:

9230 Lamine Rd Blackburg, Mo

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Cooper

On this 27th day of September, 20 07

before me appeared Mark Hen to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

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

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

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

of Mark Hen Construction; 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 Boonville, Missouri the day and year first above written.

(SEAL) Linda K. Bruce Notary Public

Linda K. Bruce
Notary Public-Notary Seal
State of Missouri
Cooper County
My Commission Expires March 1, 2008.

My Commission expires 3/1, 20 08.

Contractors Qualification Statement

Major construction projects completed by Mike Hern Construction in the past 5 years.

4-18-07 Elementary School "Kiss & Go" Private Drive & Ball Field Grading. Contract Amount;
\$74,957.50

10-16-06 Lathrop R-II School District, Lathrop, MO; Contract Amount; \$129,862.50

7-31-06: Cooper County Commission, Cooper County, MO; Contract Amount; \$78,977
Architect; Harrington & Cortel You, Inc. Consulting Engineers, 911 Main St. Suite 1900 K.C. MO 64105

11-21-05: Cooper County Commission, Cooper County, MO; Contract Amount; \$127,071
Architect; Harrington & Cortel You, Inc. Consulting Engineers, 911 Main St. Suite 1900 K. C. Mo 64105

7-8-05: Cooper County Memorial Hospital, Cooper County, MO; Contract Amount; \$116,974.36
Architect; ACI/Boland, Inc. 11477 Olde Cabin Rd. Suite 100 St. Louis, MO 63141

12-29-04; Cooper County Commission, Cooper County, MO; Contract Amount; \$108,116
Architect; Harrington & Cortel You, Inc. Consulting Engineers, 911 Main St. K.C. MO 64105

1-31-03: Division of Design and Const. Missouri Veterans Cemetery; Contract Amount; \$ 97,486
Architect; Gossen Livingston Arch. 9229 Ward Parkway suite 210 K.C. MO 64105

9-20-02: Division of Design and Const. Armory at Missouri State Fair; Contact Amount; \$133,477
Architect; Shaughnessy, Fickel & Scott Arch. 1150 Grand Ave. K.C. MO 64106

7-30-02: Division of Design & Const. Mo State Fairgrounds, Site Work; Contract Amount \$214,764
Architect; Gastinger Walker Hardin Arch. 817 Wyandotte K.C. MO 64105

1-14-02; Fayette R-III School District; Contract Amount; \$144,444
Architect; ACI Frangkiser Hutchens, Inc. 11477 Olde Cabin Rd. Suite 100 St. Louis, MO 63141

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # MH092707

KNOW ALL MEN BY THESE PRESENTS, that we

MIKE HERN CONSTRUCTION

9230 LAMINE ROAD BLACKWATER, MO 65322

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

650 ELM STREET MANCHESTER, NH 03101-2524

a corporation duly organized under the laws of the State of NEW HAMPSHIRE as Surety, hereinafter called the Surety, are held and firmly bound unto **BOONE COUNTY COMMISSION**

601 E WALNUT ROOM 209 COLUMBIA, MO 65201

(Here insert full name, and address or legal title of Owner)

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

**Low Water Crossing
06-340**

(Here insert full name, address and description of project)

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

Signed and sealed this 27th day of September, 2007.

MIKE HERN CONSTRUCTION

(Principal) _____ (Seal)

Mike Hern

(Title) *Owner*

(Witness)

**NORTH AMERICAN SPECIALTY INSURANCE
COMPANY**

(Surety) _____ (Seal)

Thomas O. Chambers

(Title) Thomas O. Chambers, Attorney-in-Fact

Nancy Osland

(Witness)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP and KIMBERLY S. RASCH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



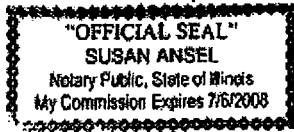
By [Signature] David M. Layman, Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 2006.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 25th day of January, 2006, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Susan Ansel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

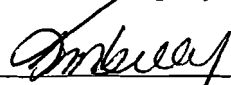
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27 day of September 2007.

[Signature] James A. Carpenter

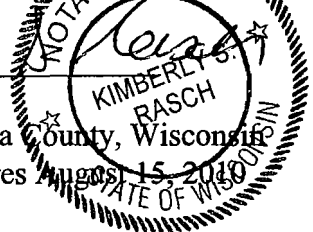
James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

STATE OF WISCONSIN)
)
COUNTY OF KENOSHA)

ON THIS 27th day of September, 2007, before me, a notary public,
within and for said County and State, personally appeared **Thomas O. Chambers** to me
personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of
and for the **NORTH AMERICAN SPECIALTY INSURANCE COMPANY**, a corporation of
NEW HAMPSHIRE, created, organized and existing under and by virtue of the laws of the
State of NEW HAMPSHIRE; that the corporate seal affixed to the foregoing within instrument
is the seal of the said Company; that the seal was affixed and the said instrument was executed
by authority of its Board of Directors; and the said **Thomas O. Chambers** did acknowledge that
he executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch
Notary Public, Kenosha County, Wisconsin
My Commission Expires August 15, 2010



Boone County Purchasing

Heather Turner, CPPB
Senior Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390
hturner@boonecountymo.org

October 5, 2007

Mike Hern Construction
Attn: Mike Hern
9230 Lamine Road
Blackwater, MO 65322

RE: 63-27SEP07 Moreau Road Low Water Crossing Project

Dear Mr. Hern:

The County Commission has approved award of the above referenced bid to your firm.

Enclosed are two original contracts and bonding forms for your signature. Please sign one copy and return it with your Certificate of Insurance and bonds, using the enclosed self-addressed envelope. The other contract is for your file. Upon receipt of the signed contract, bonds and insurance, we will issue the *Notice to Proceed* and *Purchase Order*.

Please contact me should you have any questions or need additional information. We look forward to doing business with your firm.

Sincerely,

A handwritten signature in black ink that reads "Heather Turner". The signature is written in a cursive style with a large initial "H" and a long, sweeping underline.

Heather Turner, CPPB
Senior Buyer, Purchasing

cc: Bid File

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

October Session of the October Adjourned Term. 20 07

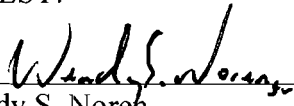
In the County Commission of said county, on the 4th day of October 20 07

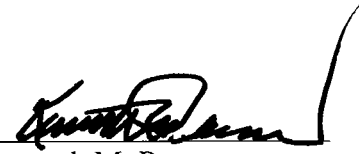
the following, among other proceedings, were had, viz:

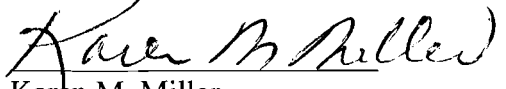
Now on this day the County Commission of the County of Boone does hereby approve the request by Jackie Glenn on behalf of "Two Mile Prairie Neighbors" to adopt a portion of Judy School Road from Z Hwy to the Calloway County Line for litter control.

Done this 4th day of October, 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

SEP 28 2007

Boone County Public Works Adopt-A-Road Application and Information Sheet

Date: 9-21-07
 Road Name: W. 2nd St. School Road Starting Point: West End Ending Point: North End
 (Minimum of 1 mile for adoption)

Subject to approval by the Boone County Commission, do you wish to have a sign with your group's name posted on the adopted roadway? YES NO

Will your group commit to controlling litter on this section of roadway for up to 3 years? YES NO

Organization Name: Young Life of Columbia
 (As it should appear on the Adopt-A-Road Sign, if requested)

Contact Person: Jackie Glenn Title: _____

Address: 12213 Hwy 63 South City: Columbia Zip: 65202

Phone # 1: 573-267-2929 Phone # 2: _____ FAX: _____ Email Address: _____

(573)

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: Maxine Glenn Title: _____

Address: 5151 RTZN City: Columbia Zip: 65202

Phone # 1: 573-14-1089 Phone # 2: _____ FAX: _____ Email Address: _____

573

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Please follow these guidelines at all times:

DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

Jackie Glenn Signature (Contact Person) Maxine Glenn Signature (Alternate Contact)

Mail Completed Form to: Boone County Public Works, 5551 Hwy. 63 South, Columbia, MO 65201

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

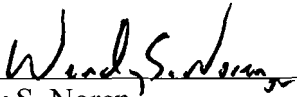
October Session of the October Adjourned Term. 20 07

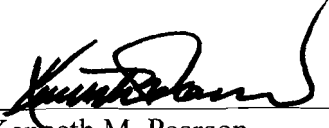
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 the following, among other proceedings, were had, viz:

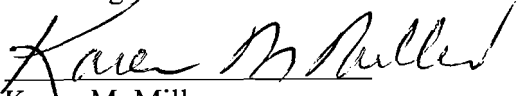
Now on this day the County Commission of the County of Boone does hereby approve the request by Jackie Glenn on behalf of "Two Mile Prairie Neighbors" to adopt a portion of Glendale Drive from Judy School Road to St. Charles Road for litter control.

Done this 4th day of October, 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

SEP 28 2007

Boone County Public Works Adopt-A-Road Application and Information Sheet

Date: 7-24-07
 Road Name: Dr. [unclear] Starting Point: [unclear] Ending Point: [unclear]
 (Minimum of 1 mile for adoption) Rd

Subject to approval by the Boone County Commission, do you wish to have a sign with your group's name posted on the adopted roadway? YES NO

Will your group commit to controlling litter on this section of roadway for up to 3 years? YES NO

Organization Name: Two Mile House Organics
 (As it should appear on the Adopt-A-Road Sign, if requested)

Contact Person: Jackie Glenn Title: _____

Address: 12250 E. [unclear] City: Columbia Zip: 65202

Phone #1: 874-8449 Phone #2: _____ FAX: _____ Email Address: _____
 (573)

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

Alternate Contact Person: Maxine Glenn Title: _____

Address: 5151 Rt 2 N City: Columbia Zip: 65202

Phone #1: 814-1089 Phone #2: _____ FAX: _____ Email Address: _____
 (573)

Please Indicate Preferred Method of Contact: Email Telephone FAX U.S. Postal

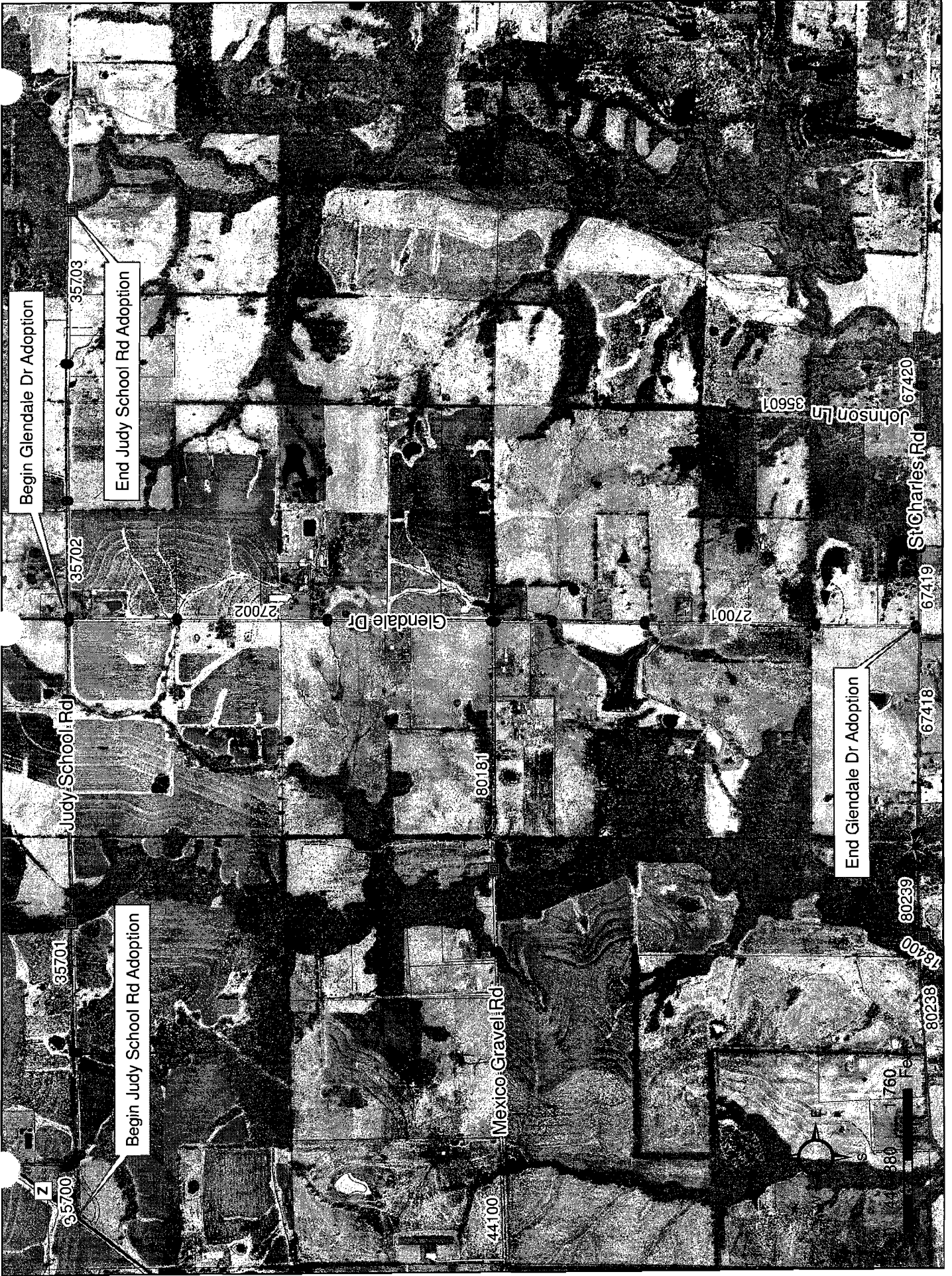
Please follow these guidelines at all times:
DO

- Wear a safety vest
- Be aware of oncoming traffic
- Be cautious when crossing roadways
- Stay clear of construction projects, mowing operations and maintenance activities
- Work only during daylight hours
- Have at least one adult supervisor for every 5 participants age 13 to 17 and one adult supervisor for every 4 participants age 6 to 12. Children under age 6 may not participate.

DO NOT

- Work during bad weather, extreme temperatures and peak travel times
- Participate in horseplay or activity that might distract drivers
- Pick up, remove the lid from, shake or even touch any hazardous substances, like syringes or drug-making equipment, or any other suspicious litter. Instead, mark the area in some way and call the Department of Public Works or Boone County Sheriff.
- Trespass on private property.

Jackie Glenn Signature (Contact Person) Maxine Glenn Signature (Alternate Contact)



Begin Glendale Dr Adoption

End Judy School Rd Adoption

Begin Judy School Rd Adoption

End Glendale Dr Adoption

Z

35701

35700

Judy School Rd

35702

35703

27002

Glendale Dr

44100

Mexico Gravel Rd

80181

27001

95601

Johnson Ln

1760

380

80238

80239

67418

67419

67420

St Charles Rd



N

S

E

W

0

100

200

300

Feet