

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

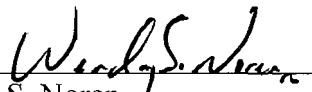
In the County Commission of said county, on the 29th day of November 20 07


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

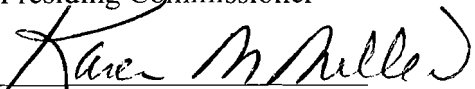
Now on this day the County Commission of the County of Boone does hereby approve the trade of a 2002 pickup truck, asset tag #13500, to Facilities Maintenance, and approves the disposal by auction of a 1994 pickup truck, asset tag #8684.

Done this 29th day of November, 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

OFFICE LEASE

THIS LEASE, dated the 22nd day of December, 2005, by and between Heartland Investments, L.L.C., herein "Lessor," and Boone County, Missouri through its County Commission, herein called "Lessee".

WITNESSETH:

WHEREAS, the Lessor is the owner of real estate and building located at 22 and 24 North Eighth Street, Columbia, Missouri with legal description as follows, to-wit:

All of Lot 5 and part of Lot 4 of Conley's Subdivision of Lots 232, 233 and 234 of the original town, now the city of Columbia, Missouri, and more particularly described as follows:

TRACT 1: Starting at the Southwest corner of the Guitar Building on the west line of said Lot 4 at a point which is 17.2 ft. north of the Southwest corner of said Lot 4; thence South along the West line of Lots 4 and 5, 39.7 ft., more or less, to the Southwest corner of said Lot 5; thence east along the south line of Lot 5 112.5 ft. to the Southeast corner of said Lot 5; thence North along the east line of Lots 5 and 4 a distance of 39.45 ft., to an iron; thence Westerly a distance of 70.4 ft. to the most southeast corner of the Guitar Building as shown in Survey filed in Book 383 Page 873, Boone County Records; thence continuing same course westerly along the South side of said Guitar Building to the west line of said Lot 4 and the point of beginning, ALSO

TRACT 2: A part of Lot 4 of the said Conley's Subdivision being a strip of land measuring 70.4 feet east and west and being 2.4 feet north and south on the east end and 2.25 feet north and south on the west end adjacent to and abutting upon the east 70.4 feet of the hereinabove described Tract 1.

Tracts 1 and 2 being all of that property shown and described in Survey filed in Book 383 Page 873 of the Boone County Records.

Being the same property as described by Warranty Deed recorded in Book 629, Page 244, Deed Records of Boone County, Missouri.

Subject to easements and restrictions of record.

and

WHEREAS, Lessee is a first class county organized and existing under the laws of the state of Missouri,

and

WHEREAS, Lessor intends to lease offices to Lessee for governmental use, and

WHEREAS, both parties hereto desire to reduce and commit the terms and conditions of their lease agreement to writing.

NOW, THEREFORE, in consideration of the performance of the mutual obligations hereunder, the parties agree to the following:

1. **Leasehold Conveyance** - The Lessor hereby leases to the Lessee the above described premises consisting of approximately 3,600 square feet of building office space, commencing on the 1st day of January, 2006, for a period of three years, subject to annual appropriations being made by the Lessee therefor, and subject to the provisions for amendment and termination as set forth in this Lease.

2. ***Leasehold Consideration*** - In consideration of Lessor granting the above-described leasehold interest to Lessee, Lessee agrees to pay the Lessor in rent for the initial year of this lease an amount equal to the greater of \$3,991.43 and the amount equal to the product of \$3,991.43 per month multiplied by a fraction with the numerator equal to the Consumer Price Index as hereinafter defined for December, 2005, and the denominator equal to such Consumer Price Index for December, 2004, with monthly payments of \$3,991.43 until such initial rent is calculated with retroactive payment of the difference upon notification. Monthly rent shall be payable on or before the first day of each month during the first year term, to Lessor at the Lessor's offices registered with the Missouri Secretary of State, or at such other address as may hereafter be designated in writing by Lessor. Thereafter each year this lease remains in effect, the monthly rent payable by Lessee to Lessor on and after the first day of January of each such year shall be adjusted in accordance with the following formula: Total annual rent payable in monthly installments shall be increased, but not decreased, annually each year effective on the first day of January by a percentage equal to the average annual percentage increase in the Consumer Price Index for all Urban Wage Earners, all items, U.S. City Average, published by the United States Department of Labor, Bureau of Labor Statistics, experienced during the preceding calendar year, if any, and paid on a prorated monthly installment basis as a part of the monthly rent. If the foregoing statistic is not available on the first day of January of each year this lease remains in effect, then the monthly rent then being paid shall continue and when such statistic is available the Lessee shall make up any additional amount due as a result of such statistic on the next monthly rental payment date. If the foregoing index is discontinued, then the annual percentage increase shall be based upon a comparable index determined by the Lessor.

3. ***Condition of Premises*** - These premises are conveyed to the Lessee in the current condition without representation or warranty as to physical condition. In executing this Lease the Lessee represents that Lessee is knowledgeable of the physical conditions of the building and offices and assumes full responsibility and liability for same subject to the other terms and conditions of this Lease.

4. ***Use of Leased Premises*** - Lessee agrees that it shall use the leased premises only for general office space for governmental operations, and agrees to operate and maintain same in accordance with the standards, rules and regulations prescribed by the state and local governmental entities having jurisdiction and any other laws, rules or regulations or ordinances as may be applicable concerning the use, operation or maintenance of the premises.

5. ***General Operations Expense*** - Lessee hereby agrees to pay all cost and expense of the business operations conducted on the premises and for all utility services separately metered to the premises. In addition, Lessee shall pay for all cleaning and janitorial services for the building but in no event shall Lessee be required to pay any cost or expense required of the Lessor specified in paragraph 6 below. Further, Lessor shall be responsible for any assessment to pay for general real estate taxes on the building, casualty and liability insurance maintained by the Lessor, and any mortgage indebtedness on the building. Except as provided for above, it is understood and agreed that Lessor shall have no responsibility or liability for the general operating expense for the rented premises.

6. ***Maintenance and Repair*** - Lessee agrees to maintain the leased offices in good repair and condition at its own expense, including but not limited to interior walls, window glass, office heating, cooling, and ventilation equipment and controls, interior hot and cold water supplies, plumbing and fixtures, interior office electrical and electrical appliances. Lessee's maintenance obligations shall include routine servicing and repair of the heating, ventilating, and air conditioning equipment and controls serving the premises, but should of any such heating, ventilating, or air conditioning equipment or controls require replacement in order to keep the same in good operating condition, the same shall be replaced at Lessor's separate cost and expense. It is understood and agreed that Lessor shall have no individual or separate responsibility or liability for the maintenance, upkeep or repair of the interior offices. Lessor shall be obligated for maintenance, repairs, or replacement of the roof and exterior walls and finishes of the building, the structural or mechanical components of the building (excluding those mentioned in paragraph 5 above), the plumbing or electrical service entrances serving the building, and building sewers and underground drains.

7. ***Alterations and Improvements*** - Lessee shall have the right at Lessee's sole cost and expense to

make all additions, alterations and changes and improvements in and to the interior of the leased premises from the time as deemed necessary and appropriate; provided, however, if such changes are structural in character, Lessee shall not make such changes without the Lessor's prior written consent, which consent Lessor agrees shall not be unreasonably withhold so long as such changes do not detrimentally effect the marketability for sale or rental purposes of the leased premises in the judgment of the Lessor. No additions, alterations, changes or improvements to the premises shall be made by the Lessee which will adversely effect the structural integrity of the building and any and all such changes shall be in conformity with the applicable building and life safety codes.

8. **Subletting and Assignment** - Unless otherwise authorized in writing by the Lessor, Lessee shall not assign or sublet part or all of the leased premises. This prohibition on assignment shall include permitting business operations other than those for the governmental operations of the Lessee without the written consent of the Lessor during any lease term.

9. **Insurance** - Lessee agrees to keep and shall be obligated to maintain general public liability insurance and building contents or renter's insurance in such amount at a minimum as is currently carried by the Lessee for its other governmental operations as of the date of this lease. Lessor agrees to keep in full force and effect throughout the term hereof, at Lessor's own expense, a fire and casualty insurance policy in an amount to be determined by the Lessor or as determined by the holder of any deed of trust on the property. Each party hereby waives the right of subrogation against the other party with respect to any insurance coverages maintained by the parties.

10. **Damage by Fire or Casualty** - Should the leased premises be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered wholly untenable in whole or in part, Lessor at Lessor's option may cause such damage to be repaired at Lessor's sole expense, or Lessor may terminate this lease upon 15 days notice to Lessee. If, by reason of such occurrence, the leased premises shall be rendered wholly untenable, Lessor may at Lessor's option promptly cause such damage to be repaired, and the rent meanwhile shall be abated in whole, unless within thirty (30) days after said occurrence, Lessor shall give Lessee written notice that it has elected not to reconstruct the destroyed premises, in which event this Lease and the tenancy hereby created shall cease as of the date of said occurrence and the rent shall be adjusted as of that date. Lessee understands and agrees that Lessor will not and shall not be obligated carry insurance of any kind on Lessee's leasehold interest, furniture, fixtures, equipment, leasehold improvements, or other property of the Lessee, and that Lessor shall not be obligated to repair any damage thereto or replace the same.

11. **Quiet Enjoyment** - Lessor hereby covenants, warrants, and represents that Lessor has the full and complete legal right to lease the premises to Lessee according to the terms set forth herein and hereby further covenants that, so long as Lessee is not in default hereunder, Lessee shall be entitled to peaceably and quietly use and enjoy the premises free from the claims of all other persons or entities whatsoever and Lessor hereby agrees to indemnify Lessee and to hold Lessee harmless from any and all damages, losses, or expenses incurred or sustained by Lessee as the result of a breach of the foregoing covenants and warranties of Lessor.

12. **Amendment and Termination** - This Lease may be terminated or amended by mutual agreement in writing. This lease may also be terminated by the Lessor or Lessee for any reason by the terminating party giving the non-terminating party written notice of intent to terminate at least 6 months in advance of the intended date of termination, which shall occur on the first day of the month unless otherwise agreed upon in writing by mutual consent of the parties.

13. **Waivers** - Waiver of any condition or covenant of this lease or of any breach of any condition or covenant shall not be taken to constitute a waiver of any subsequent breach of such condition or covenant or to justify or authorize the nonobservance on any other occasion of the same or any other condition or covenant hereof. Nor shall any right or remedy of the Lessor herein set forth be exclusive but shall be in addition to any other rights or remedies allowed by law or equity.

14. **Relationship of Parties** - Nothing contained in this Lease shall be deemed intended or construed by the parties hereto or by any third party as creating any relationship of principal or agent or of joint venture, or

business affiliation. It is understood and agreed that the provisions contained in this Lease or any act of the parties hereto, their agents, officers or employers, shall not be deemed to create a relationship between the parties other than a relationship between Lessor and Lessee.

15. **Notices** - Whenever a notice shall be given under the provisions of this lease it shall be given in writing and delivered in person or mailed by ordinary mail with sufficient postage affixed as follows: (1) to the Lessor by delivery at the Lessor's address: 1150 Cedar Grove Blvd., Columbia, MO 65201, or at another address as directed and actually communicated in writing by the Lessor to the Lessee, and (2) to the Lessee at the leased premises or at another address as directed and actually communicated in writing by the Lessee to the Lessor. Notice shall be sufficient regardless of form if acknowledged as sufficient by the recipient; mailed written notices shall be presumed received on the third day after the date stamped on the envelope by postal authorities unless the date of delivery is proven by other reliable means.

16. **Default** - It is mutually agreed that this Lease may be terminated by Lessor for nonpayment of rent at any time after the expiration of thirty (30) days following written notice to Lessee of nonpayment of the whole or any part of the rent past due, and such termination shall not prejudice Lessor's right to prosecute for any of the remedies it may have for breach of this Lease. This Lease is made upon the condition that Lessee shall punctually perform each and all of the covenants and agreements herein set forth to be by Lessee kept and performed, and if at any time there be any default on the part of the Lessee in the payment of any amount of money herein agreed to be paid by Lessee, including rental due hereunder, or in the performance or observance of any of the other covenants and agreements of this Lease not pertaining to the payment of money, and any such default shall continue for a period of thirty (30) days after written notice thereof shall have been served upon Lessee, or if Lessee shall file a petition in voluntary bankruptcy or commence any proceeding for the adjustment of its indebtedness under any applicable provisions of the Bankruptcy Act as then in effect, or if Lessee be adjudicated a bankrupt in voluntary bankruptcy proceedings and such adjudication shall not have been vacated within forty-five (45) days from the date thereof, or if a Receiver or Trustee of Lessee's property be appointed and the order appointing such Receiver or Trustee be not set aside or vacated within forty-five (45) days after the entry thereof, or if Lessee shall assign Lessee's estate or effects for the benefit of creditors, or if during the term of this Lease, Lessee shall abandon, vacate or remove from the premises the major portion of the goods, wares, equipment or furnishings usually kept on the premises, then, and in any such event, Lessor may, at its option, forthwith and without further notice, terminate this Lease and re-enter upon and take possession of the demised premises without prejudice, however, to any other right of action or remedy which Lessor may have with respect to any breach by Lessee of any of the terms or covenants herein contained, including Lessor's right to file and recover the maximum claim in bankruptcy permitted under the Bankruptcy Act as then in effect. In the event of default by Lessee in the performance of any of the covenants of this Lease and by reason thereof Lessor employs the services of an attorney to enforce performance of these covenants to evict the Lessee or to collect monies due from the Lessee or to perform any service based upon such default, then, in any of said events, the Lessee agrees to pay a reasonable attorney's fee and all expenses and costs incurred by Lessor pertaining to enforcement of any remedy provided under this Lease.

17. **Holdover** - In the event Lessee shall continue in possession after the end of the term or extension thereof or after this lease has otherwise expired or terminated, it must be with permission of Lessor and shall then be deemed to be a month to month tenancy, but if such Lessee shall hold over without Lessor's consent, then the rent to be paid during such holdover term shall be double the rent provided for herein on a monthly basis.

18. **Binding Effect** - This agreement shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

19. **Section Headings** - All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

20. **Execution** - This Lease may be executed in any number of counter-parts, each of which shall be deemed to be an original but altogether shall constitute but one in the same lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease individually and by their duly authorized officers effective the day and year first above written.

LESSOR:

Heartland Investments, L.L.C.

by 
Authorized Member

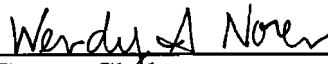
LESSEE:

Boone County, Missouri
By its County Commission

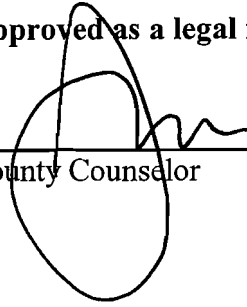
by 
Presiding Commissioner

ATTEST:

by 
Authorized Member

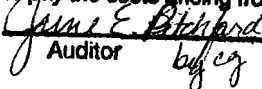

County Clerk by HCS

Approved as a legal form:


County Counselor

CERTIFICATION:

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

 12/14/05
Auditor by eg Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

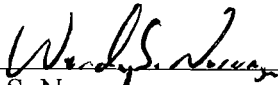
In the County Commission of said county, on the 29th day of November 20 07

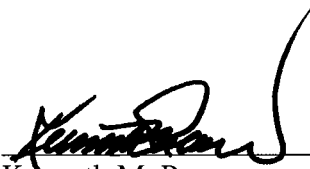
the following, among other proceedings, were had, viz:

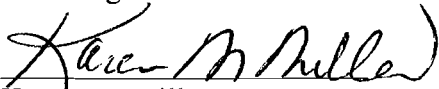
Now on this day the County Commission of the County of Boone does hereby award bid 80-30AUG07 – BC-12 – Plumbing, and bid 81-30AUG07 – BC-13 – HVAC to Officer Mechanical Contractors Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 29th day of November, 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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

Officer Mechanical Contractors, Inc.
2306 North Oakland Road
Columbia, Missouri 65202

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1222374474)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

- All work required for Bid Package BC-12 (Project No.80-30AUG07) – Plumbing and
- All work required for Bid Package BC-13 (Project No.81-30AUG07) – HVAC

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work	Substantial Completion date
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of Nine Hundred Forty Thousand Nine Hundred Ninety Five Dollars and Zero Cents (\$ 940,995.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows: Unit Prices included in Bid Package BC-12

Description	Units	Price (\$ 0.00)
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ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

Init.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)
(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
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§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Title of Specifications exhibit:
(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:

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User Notes: (1814425511)

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment D: Appendix B - Enumeration of Documents
(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- ATTACHMENT A – SAFETY
- ATTACHMENT B – REQUIRED BILLING PROCEDURES
- ATTACHMENT C – INSURANCE REQUIREMENTS
- ATTACHMENT D – ENUMERATION OF DOCUMENTS
- ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER
- ATTACHMENT F – TAX EXEMPT CERTIFICATE
- ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13
- ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

CONTRACTOR

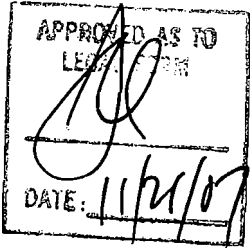
Officer Mechanical Contractors, Inc.
2306 North Oakland Road
Columbia, Missouri 65202



(Signature)

Greg W. Asbury, President

(Printed name and title)



Init.

OWNER CONSTRUCTION REPRESENTATIVE

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
Karen Miller, Commissioner

(Printed name and title)

APPROVED AS TO LEGAL FORM

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

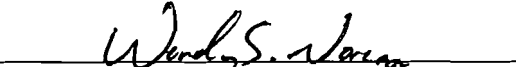


(Signature)
John Patton, Boone County Counselor

(Printed name and title)

ATTEST

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
Wendy Noren, County Clerk

(Printed name and title)

CONSTRUCTION MANAGER

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139

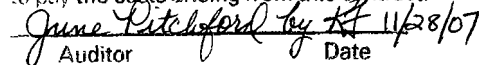


(Signature)
David Pederson, S. M. Wilson & Co.
Representative

(Printed name and title)

CERTIFICATION:

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


Auditor Date 11/28/07

940,995.00 4061-71201



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID W3
OFFIC-1

DATE (MM/DD/YYYY)
11/19/07

PRODUCER Naught-Naught/Columbia 3928 S. Providence Columbia MO 65203 Phone: 573-874-3102 Fax: 866-779-8102	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Officer Mechanical Contractors, Inc. 2306 N Oakland Gravel Rd. Columbia MO 65202	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Missouri Employers Mutual</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company		INSURER B: Missouri Employers Mutual		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Cincinnati Insurance Company													
INSURER B: Missouri Employers Mutual													
INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	CPP0742614	01/05/05	01/05/08	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
		<input checked="" type="checkbox"/> Blnt Addl Insd				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	CPA0742614	01/05/07	01/05/08	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
		<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 EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	CPP0742614	01/05/05	01/05/08	EACH OCCURRENCE \$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input checked="" type="checkbox"/> RETENTION \$ 0				\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1011594	01/05/07	01/05/08	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ 500,000
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

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

Project: 070011, County of Boone, 13th Judicial Courts Expansion
 Boone County, Missouri, and S.M. Wilson & Company are named as additional insureds on the general liability coverage for this specific project.

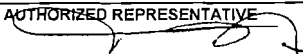
CERTIFICATE HOLDER

BOONECN

Boone County, Missouri
 601 East Walnut, Room 208
 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


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.

PERFORMANCE BOND

S358280

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Officer Mechanical Contractors, Inc.

2306 N Oakland Road, Columbia, MO 65202

as Principal, hereinafter called Contractor, and

Employers Mutual Casualty Company

a Corporation, organized under the laws of the State of Iowa
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called
Owner, in the amount of \$940,995.00 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated October 25, 2007 entered into a
Contract with Owner for:

BID NUMBER 80-30AUG07 / 81-30AUG07

Boone County Courthouse Expansion – BC-12 – Plumbing and BC-13 - HVAC

BOONE COUNTY, MISSOURI

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

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

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

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

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

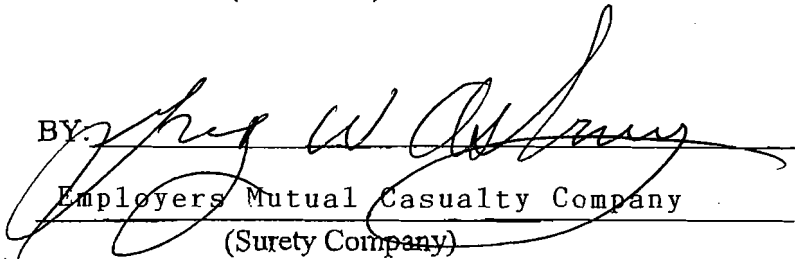
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

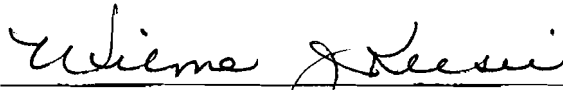
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 25th day of October, 2007.

Officer Mechanical Contractors, Inc.
(Contractor)

(SEAL)

BY: 
Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: 
Wilma J. Kesser
(Attorney-In-Fact)

BY: 
Wilma J. Kesser
(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

S358280

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Officer Mechanical Contractors, Inc. _____,

as Principal, hereinafter called Contractor, and _____
Employers Mutual Casualty Company _____

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

\$940,995.00

DOLLARS

(\$ 940,995.00), 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 October 25, 2007 entered
into a contract with Owner for

BID NUMBER 80-30AUG07 / 81-30AUG07

Boone County Courthouse Expansion – BC-12 – Plumbing and BC-13 - HVAC

BOONE COUNTY, MISSOURI

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 25th day of October, 2007.

CONTRACTOR Officer Mechanical Contractors, Inc (SEAL)

BY: [Signature]

SURETY COMPANY Employers Mutual Casualty Company

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

BY: [Signature]
(Missouri Representative)

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

DUAL OBLIGEE RIDER

BOND NUMBER: S358280

WHEREAS, on or about the 25th day of October, 2007 Officer Mechanical Contractors Inc
_____, as Principal, entered into a written agreement with
County of Boone, Missouri, as Obligee, for
13th Judicial Courts Expansion _____ and

WHEREAS, the Principal and EMC as Surety, made, executed and delivered to said Obligee their
joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to
include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which
is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Obligee.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal
be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the
Obligee and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and
provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further,
that the Surety, may at its option, make payments under said Bond by check issued jointly to the Obligee and
S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 25th day of October, 2007

Officer Mechanical Contractors, Inc.
PRINCIPAL

By: [Signature]
Employers Mutual Casualty Company
SURETY

By: [Signature]

EMC Insurance Companies

P.O. Box 712 • Des Moines, IA 50306-0712

No. 734708

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

I, **JW ALL MEN** BY THESE PRESENTS, that:

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

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

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

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

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

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

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


AUTHORITY FOR POWER OF ATTORNEY

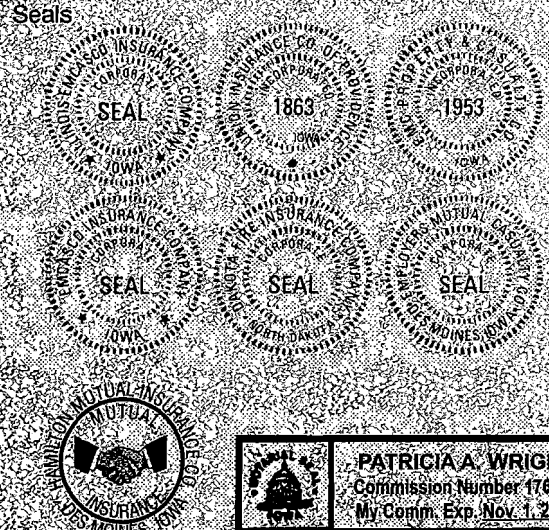
This Power-of-Authority is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

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

IN WITNESS WHEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 2ND day of NOVEMBER, 2006.


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


Jeffrey S. Birdsley
Assistant Secretary



On this 2ND day of NOVEMBER AD 2006 before me a Notary Public in and for the State of Iowa, personally appeared, Bruce G. Kelley and Jeffrey S. Birdsley, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Secretary, respectively, of each of the Companies above, that the seals affixed to this instrument are the seals of said corporations, that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors, and that the said Bruce G. Kelley and Jeffrey S. Birdsley, as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires November 1, 2008.


Notary Public in and for the State of Iowa

CERTIFICATE

I, **David L. Hixenbaugh**, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on NOVEMBER 2, 2006 on behalf of **Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargfrede, Wilma Keiser, Timothy P. Eastin, Richard Naught, Steve Naught, Beth Nations, Natalie Lurvey** are true and correct and are still in full force and effect. **Naught, Beth Nations, Natalie Lurvey** In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 25th day of October, 2007.


Vice President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

PROPERTY & CASUALTY INSURANCE
LIFE INSURANCE
BONDS

HAVE QUESTIONS REGARDING YOUR BOND?

PLEASE DIRECT INQUIRIES TO YOUR PROFESSIONAL
INDEPENDENT INSURANCE AGENT

IF UNABLE TO CONTACT YOUR AGENT, YOU MAY CONTACT

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

November Session of the October Adjourned Term. 20 07

County of Boone

In the County Commission of said county, on the

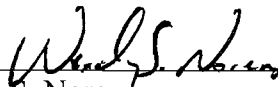
29th day of November 20 07

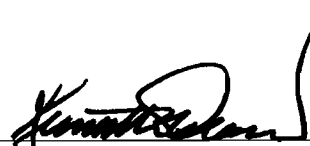
the following, among other proceedings, were had, viz:

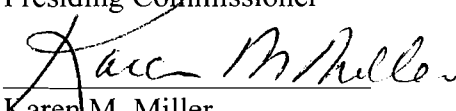
Now on this day the County Commission of the County of Boone does hereby award bid 74-30AUG07 – BC-06 – Roofing with Alternate #8 and Alternate #9 to Missouri Builders Service, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 29th day of November, 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



AIA[®] Document A101/CMa[™] – 1992

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a STIPULATED SUM*

AGREEMENT

made as of the Twenty Fifth day of October in the year of Two Thousand Seven
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name and address)

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

and the Contractor:
(Name and address)

Missouri Builders Service, Inc.
3807 Route CC
Jefferson City, Missouri 65109

For the following Project:
(Include detailed description of Project, location, address and scope.)

Project 070011-
County of Boone 13th Judicial Courts Expansion
705 E. Walnut Street
Columbia, MO 65201

The Construction Manager is:
(Name and address)

S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, MO 63139

The Architect is:
(Name and address)

Butler Rosenbury & Partners
319 North Main
Suite 200
Springfield, MO 65806

The Owner and Contractor agree as set forth below.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The 1992 Edition of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

All work required for Bid Package BC-06 (Project No.74-30AUG07) – Roofing

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement is the date from which the Contract Time of Section 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Paragraphs deleted)

() days after the Date of Commencement.

Substantial Completion date as identified in the project schedule included in the Project Manual dated August 8, 2007– Section 00200. (See Attachment H – Schedule)

Portion of Work	Substantial Completion date
------------------------	------------------------------------

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor in current funds for the Contractor’s performance of the Contract the Contract Sum of Two Hundred Sixty Three Thousand Five Hundred Fifty Nine Dollars and Zero Cents (\$ 263,559.00) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

Contract amount includes acceptance of Alternate #8 and Alternate #9.

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

§ 4.3 Unit prices, if any, are as follows:

Description	Units	Price (\$ 0.00)
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ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

Init.

§ 5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the first day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the same month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Construction Manager receives the Application for Payment.

§ 5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Ten percent (10.00%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.7 of the General Conditions;

§ 5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Ten percent (10.00%);

§ 5.6.3 Subtract the aggregate of previous payments made by the Owner; and

§ 5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.7 The progress payment amount determined in accordance with Section 5.6 shall be further modified under the following circumstances:

§ 5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-five percent (95.00%) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

§ 5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

§ 5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Section 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Project Certificate for Payment

Init.

has been issued by the Construction Manager and Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Project Certificate for Payment, or as follows:

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Paragraphs deleted)
(1.5% simple) per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 Temporary facilities and services:
(Here insert temporary facilities and services which are different from or in addition to those included elsewhere in the Contract Documents.)

§ 7.4 Other Provisions:
(Here list any special provisions affecting the Contract.)

1. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as obligees on the Performance and Payment Bonds.
2. Boone County, S. M. Wilson & Co., Butler Rosenbury & Partners shall be named as Primary Additional Insured on the Certificate of Insurance. (See Attachment C for further details).

ARTICLE 8 TERMINATION OR SUSPENSION

§ 8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

§ 9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMA, 1992 Construction Manager-Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated August 8, 2007, and are as follows:

Document	Title	Pages
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§ 9.1.4 The Specifications are those contained in the Project Manual dated as in Section 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Init.

Title of Specifications exhibit:
(Table deleted)

§ 9.1.5 The Drawings are as follows, and are dated August 2, 2007 unless a different date is shown below:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Attachment D: Appendix B - Enumeration of Documents
(Table deleted)

§ 9.1.6 The Addenda, if any, are as follows:

Number	Date	Pages
Addendum 4	08/24/2007	
Addendum 5	09/04/2007	
Addendum 6	09/04/2007	
Addendum 7	09/12/2007	
Addendum 8	09/20/2007	

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

- ATTACHMENT A – SAFETY
- ATTACHMENT B – REQUIRED BILLING PROCEDURES
- ATTACHMENT C – INSURANCE REQUIREMENTS
- ATTACHMENT D – ENUMERATION OF DOCUMENTS
- ATTACHMENT E – PERFORMANCE AND PAYMENT BONDS W/DUAL OBLIGEE RIDER
- ATTACHMENT F – TAX EXEMPT CERTIFICATE
- ATTACHMENT G – MISSOURI DIVISION OF LABOR STANDARDS ANNUAL WAGE ORDER NO. 13
- ATTACHMENT H – SCHEDULE

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor, one each to the Construction Manager and Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

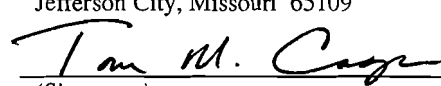

(Signature)

Kenneth M. Pearson, Presiding Commissioner

(Printed name and title)

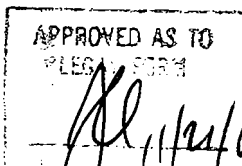
CONTRACTOR

Missouri Builders Service, Inc.
3807 Route CC
Jefferson City, Missouri 65109


(Signature)

Tom M. Caspari, Vice President

(Printed name and title)



Init.

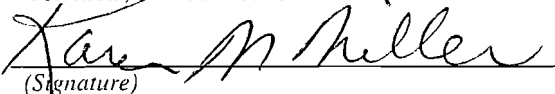
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User Notes:

(1571608931)

OWNER CONSTRUCTION REPRESENTATIVE

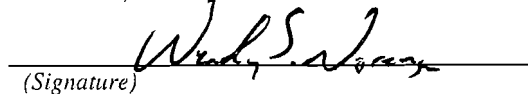
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
Karen Miller, Commissioner
(Printed name and title)

ATTEST

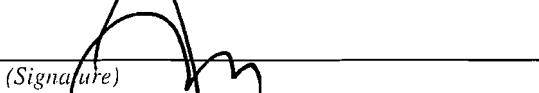
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
Wendy Noren, County Clerk
(Printed name and title)

APPROVED AS TO LEGAL FORM

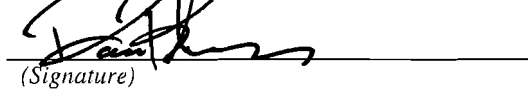
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201



(Signature)
John Patton, Boone County Counselor
(Printed name and title)

CONSTRUCTION MANAGER

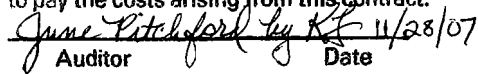
S. M. Wilson & Co.
2185 Hampton Avenue
St. Louis, Missouri 63139



(Signature)
David Pederson, S. M. Wilson & Co.
Representative
(Printed name and title)

CERTIFICATION:

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


Auditor Date

\$263,559.00 4061-71201

Init.





AIA Document A312™ - 1984

Bond #0612394

Performance Bond

CONTRACTOR (Name and Address):

Missouri Builders Service, Inc.
1807 Route CC
Jefferson City, MO 65109
OWNER (Name and Address):
County of Boone, Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
P. O. Box 1976
Des Moines, IA 50306

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

CONSTRUCTION CONTRACT

Date: 10-25-2007

Amount: Two hundred sixty three thousand five hundred
Description (Name and Location): Fifty nine and no/100-- (\$263,559.00)

Project 070011 - County of Boone 13th Judicial Courts
Expansion, 705 E. Walnut St., Columbia, MO 65201

BOND: 0612394

Date (Not earlier than Construction Contract Date): 10-25-2007

Amount: Two hundred sixty three thousand five hundred fifty

Modifications to this Bond: None See Last Page nine and no/100 (\$263,559.00)

Missouri Builders Service, Inc. Old Republic Surety Company

CONTRACTOR AS PRINCIPAL SURETY

Company (Corporate Seal) Company:

Signature: Tom M. Casper

Name and Title: Vice President

(If additional signatures appear on the last page)

Signature:

Name and Title:

Martha A. Fournier
Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER

Daniel and Henry Co.

1001 Highlands Plaza Dr. W

St. Louis, MO 63110

(314) 421-1525

OWNER'S REPRESENTATIVE

(Architect, Engineer or other party):

Butler Rosenbury & Partners

319 No. Main, Suite 200

Springfield, MO 65806

§ 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Section 3.1.

§ 3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

§ 3.1 The Owner has notified the Contractor and the Surety at its address described in Section 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

§ 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Section 3.1; and

§ 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

§ 4 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

§ 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

§ 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

§ 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

§ 5 If the Surety does not proceed as provided in Section 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Section 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

§ 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

§ 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and

§ 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

§ 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

§ 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 12 DEFINITIONS

§ 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

§ 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

Payment Bond

CONTRACTOR (Name and Address):
Missouri Builders Service, Inc.
3807 Route CC
Jefferson City, MO 65109

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
P. O. Box 1976
Des Moines, IA 50306

OWNER (Name and Address):
County of Boone - Missouri
601 East Walnut, Room 208
Columbia, Missouri 65201

CONSTRUCTION CONTRACT

Date: 10-25-2007

Amount: Two hundred sixty three thousand five hundred fifty nine and no/100--

Description (Name and Location): (\$263,559.00)

Project: 070011 - County of Boone 13th Judicial Courts Expansion, 705 E. Walnut St.,
BOND: 0612394 Columbia, MO 65201

Date (Not earlier than Construction Contract Date): 10-25-2007

Amount: Two hundred sixty three thousand five hundred fifty nine and no/100--

Modifications to this Bond: None See Last Page (\$263,559.00)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Missouri Builders Service, Inc.

Signature: *Tom M. Caspari*
Name and Title: *Vice-President*

(Any additional signatures appear on the last page)

SURETY

Company: (Corporate Seal)

Old Republic Surety Company

Signature: *Martha A. Fournier*
Name and Title: Martha A. Fournier
Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Daniel and Henry Co.
1001 Highlands Plaza Dr. W.
St. Louis, MO 63110
(314) 421-1525

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

Butler Rosenbury & Partners
319 No. Main, Suite 200
Springfield, MO 65806

§ 1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 With respect to the Owner, this obligation shall be null and void if the Contractor:

§ 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

§ 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Section 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

§ 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

§ 4 The Surety shall have no obligation to Claimants under this Bond until:

§ 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and with substantial accuracy, the amount of the claim.

§ 4.2 Claimants who do not have a direct contract with the Contractor:

1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Section 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

§ 5 If a notice required by Section 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

§ 6 When the Claimant has satisfied the conditions of Section 4, the Surety shall promptly and at the Surety's expense take the following actions:

§ 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

§ 6.2 Pay or arrange for payment of any undisputed amounts.

§ 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Section 4.1 or Section 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated hereinto. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 15 DEFINITIONS

§ 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

§ 15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

DUAL OBLIGEE RIDER

BOND NUMBER: 0612394

WHEREAS, on or about the 25th day of October, 2007 Missouri Builders Service, Inc.

_____, as Principal, entered into a written agreement with

County of Boone - Missouri

_____, as Oblige, for

Project 070011 - County of Boone 13th Judicial Courts Expansion
705 E. Walnut St., Columbia, MO 65201

and

Old Republic Surety

WHEREAS, the Principal and _____ Company _____ as Surety, made, executed and delivered to said Oblige their joint and several Performance Bond, and

WHEREAS, upon the conditions herein stated, consent is hereby given by both the Principal and the Surety to include the name(s) of

S.M. Wilson & Co.

As Co-Obligee(s), said Co-Obligee having a material interest in the performance of said contract.

NOW THEREFORE, in consideration of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agree as follows:

The aforesaid Bond shall be and it is hereby amended as follows:

1. The name(s) S.M. Wilson & Co. as Co-Obligee(s) shall be added to said Bond as a Named Oblige.
2. The rights of the Co-Obligee(s) shall be subject to the condition precedent that all the obligations to the Principal be performed; provided, however, that the aggregate liability of the Surety under said Performance Bond to the Oblige and S.M. Wilson & Co., as their interests may appear, is limited to the penal sum of the Bond and provided, further, that the Surety may, at its option, make any payments under said Bond, and provided further, that the Surety, may at its option, make payments under said Bond by check issued jointly to the Oblige and S.M. Wilson & Co.
3. Except as herein modified, said Performance Bond shall be and remain in full force and effect.

SIGNED, SEALED AND DATED THIS 25th day of October, 2007.

Missouri Builders Service, Inc.

PRINCIPAL

By: Tom M. Carg

Old Republic Surety Company

SURETY

By: Martha A. Fournier

Martha A. Fournier, Attorney-in-Fact

**IMP TANT BOND/POLICY INFORMATION
STATE OF MISSOURI**

If you have questions or need information regarding your Bond/Policy, please contact your insurance Agent.

If you are unable to contact or obtain information from your Agent, please contact your company at the following address:

Old Republic Surety Company
P.O. Box 1976
Des Moines, IA 50306

Telephone: (800) 247-2312

State of Missouri
County of Jefferson

On **OCT 25 2007**

, before me personally appeared

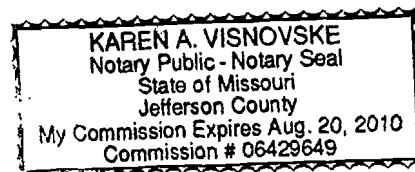
Martha A. Fournier


to me known to be an Attorney-in-Fact of

Old Republic Surety Company

the corporation described in the

within instrument, and he acknowledged that he executed the within instrument as the act of the said Company in accordance with authority duly conferred upon him by said Company.




Notary Public



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, do hereby make, constitute and appoint:

TRUDY D. WHITROCK, JULIA R. LOTSPEICH, MARTHA A. FOURNIER, KAREN A. VISNOVSKE, OF ST. LOUIS, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE MILLION DOLLARS (\$1,000,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

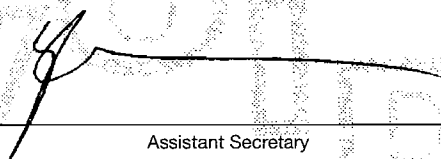
and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

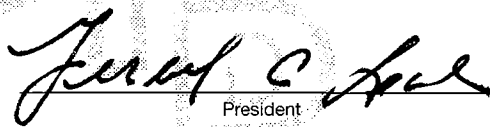
RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of JULY, 2007.



Assistant Secretary



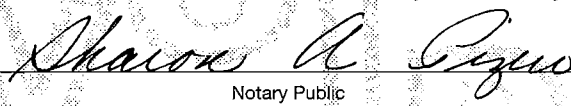
OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 23RD day of JULY, 2007, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.





Notary Public
My commission expires: 01/18/2009

CERTIFICATE

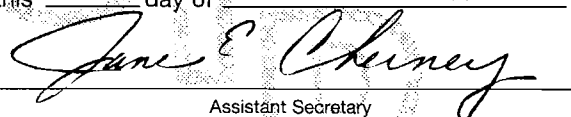
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

)-2554



Signed and sealed at the City of Brookfield, WI this OCT 25 2007 day of _____

THE DANIEL AND HENRY COMPANY



Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CN
MISSO-1

DATE (MM/DD/YYYY)
11/09/07

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

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

INSURED
Missouri Builders Service
of Jefferson City, Inc
P.O. Box 104205
Jefferson City MO 65110-4205

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Company	13021
INSURER B: Builders Assc. Self-Insurers	510001
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	60342629	01/01/07	01/01/08	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 2000000
					PRODUCTS - COM/POP AGG	\$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input type="checkbox"/> LOC					
A X	AUTOMOBILE LIABILITY	60342629	01/01/07	01/01/08	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
					AUTO ONLY - EA ACCIDENT \$	
					OTHER THAN EA ACC \$	
					AUTO ONLY: AGG \$	
A X	EXCESS/UMBRELLA LIABILITY	60342629	01/01/07	01/01/08	EACH OCCURRENCE	\$ 4000000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 4000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$10000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	07WC0866	01/01/07	12/31/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1000000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
					E.L. DISEASE - POLICY LIMIT	\$ 1000000
A	Install Floater	60342629	01/01/07	01/01/08	Limit	450000
A	Hired Equipment	60342629	01/01/07	01/01/08	Limit	200000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
RE: Project 070011, County of Boone 13th Judicial Courts Expansion, 705 E Walnut, Columbia, MO 65201

CERTIFICATE HOLDER	CANCELLATION
SMWIL-5 S.M. Wilson & Co. Teresa Hecker 2185 Hampton Ave St. Louis MO 63139	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Crystal York</i>

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.

NOTEPAD

HOLDER CODE: SMWTF15

MISSO-L

PAGE 3

INSURED'S NAME: Missouri Builders Service

OPID: GN

DATE: 11/09/07

SM Wilson & Company and Boone County Missouri through Boone County Commission are included as additional insured under the general liability (ongoing and completed operations), automobile liability and umbrella liability when required by written contract on a primary/noncontributory basis including waiver of subrogation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS BLANKET ADDITIONAL INSURED –
LIMITED PRODUCTS - COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. **A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury", or "property damage".
- B.** The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of "your work" at the location designated and described in the written contract or written agreement performed for that additional insured and only for that liability included in the "products-completed operations hazard".
- C.** When coverage provided under this endorsement does apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard":
 1. Such coverage will not apply subsequent to the first to occur of the following:
 - a. The expiration of the period of time required by the written contract or written agreement;
 - b. Five years from the completion of "your work" on the project that is the subject of the written contract or written agreement.
 - c. The expiration of any applicable statute of limitations or statute of repose with respect to claims arising out of "your work".
2. Such coverage will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in Section III-LIMITS OF INSURANCE.
2. With respect to the insurance afforded to any additional insured under this endorsement, the following additional exclusionary language shall apply:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architecture, engineering or surveying services, including:

 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
3. With respect to the coverage provided under this endorsement, Paragraph 4.b. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted and replaced with the following language:

PREMIUM 1,000



4. Other Insurance**b. Excess Insurance**

This insurance is excess over:

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement in effect during this policy period and signed and executed by you prior to the loss for which coverage is sought specifically requires that this insurance apply on a primary or primary and non-contributory basis. When this insurance is primary and there is other insurance available to the additional insured from any source, we will share with that other insurance by the method described in the policy.

4. As a condition of coverage under this endorsement, each additional insured must:

- a. Give us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit".

- b. Immediately forward all legal papers to us, cooperate in the investigation or settlement of the claim or defense against the "suit" and otherwise comply with policy conditions.
- c. Tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this endorsement. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- d. Agree to make available any other insurance that the additional insured has for a loss we cover under this endorsement.

The following are added:

5. Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to your liability which may be imputed to that person or organization directly arising out of your ongoing operations performed for that person or organization. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed
- b. With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

11. Primary Additional Insured

A. Commercial General Liability Conditions (Section IV), paragraph 4. (Other Insurance) is deleted and replaced by the following:

4. Other Insurance

If valid and collectible "other insurance" is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the "other insurance" is also primary. Then, we will share with all that "other insurance" by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the "other insurance", whether primary, excess, contingent or on any other basis:

- (1) That is Fire, Extended Coverage, Builder's Risk, Installation Risk, or similar coverage for "your work";
- (2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (3) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
- (4) If the loss arises out of the maintenance or use of aircraft, "autos", or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury and Property Damage Liability; or
- (5) That is available to the insured when the insured is an additional insured under any other policy, including any umbrella or excess policy.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any provider of "other insurance" has a duty to defend the insured against that "suit". If no provider of "other insurance" defends, we will undertake to do so, but we will be entitled to the insured's rights against all those providers of "other insurance".

When this insurance is excess over "other insurance", we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under that "other insurance".

We will share the remaining loss, if any, with any "other insurance" that is not described in this Excess Insurance provision.

c. Method of Sharing

If all of the "other insurance" permits contribution by equal shares, we will follow this method also. Under this approach each provider of insurance contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the "other insurance" does not permit contribution by equal shares, we will contribute by limits. Under this method, the share of each provider of insurance is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all providers of insurance.

B. For the purposes of this insurance coverage provided by this Item 11 only, the following definition is added to DEFINITIONS (Section V):

"Other Insurance":

a. Means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (1) Another insurance company;
- (2) Us or any of our affiliated insurance companies, except when the Non-cumulation of Each Occurrence Limit section of Paragraph 5 LIMITS OF INSURANCE (Section III) or the Non-cumulation of Personal and Advertising Injury limits sections of Paragraph 4 of LIMITS OF INSURANCE (Section III) applies;
- (3) Any risk retention group;
- (4) Any self-insurance method or program, other than any funded by you and over which the Coverage Part applies; or
- (5) Any similar risk transfer or risk management method.

b. Does not include umbrella insurance, or excess insurance, that you bought specifically to apply in excess of the Limits of Insurance shown on the Declarations of this Coverage Part.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

November Session of the October Adjourned Term. 20 07

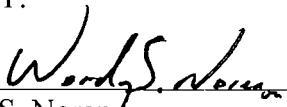
In the County Commission of said county, on the 29th day of November 20 07

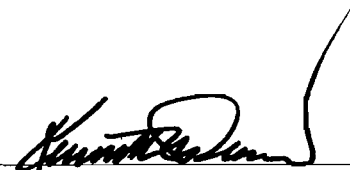
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request by Public Works to purchase a portable generator.

Done this 29th day of November, 2007.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Public Works

Gregory P. Edington
Fleet Operations Superintendent
Maintenance Operations Division



5551 Highway 63 South
Columbia, Missouri 65201-9711
(573) 449-8515 ext (226)
FAX (573) 875-1602
EMAIL: gregedington@boonecountymo.org

Date: November 9, 2007
To: David Mink
From: Greg Edington
Subject: Dept. 2045 Generator purchase

The Design and Construction Division is requesting to purchase a 5000 – 6000 kw portable generator. The Division will be borrowing a core drill and a water tank from the Maintenance Division for the next two to three months to obtain core samples from all hard surface roads in the County. The Maintenance Division has several generators but they are being used and one is at the repair shop.

Renting a unit was the first choice that was made, but due to the length of the rental it would be substantially cheaper to purchase. A new generator that is appropriate for powering the core drill will cost approximately \$843.00.

There is \$1,000 in account 2045-91300. The Division requests that Commission approval be obtained to make the purchase possible since the item will be considered a fixed asset.

No other purchases are planned from account 2045-91300, or any of the other 2045 Class 9 accounts. There is currently an excess of approximately \$9,850 in the Class.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

November Session of the October Adjourned Term. 20 07

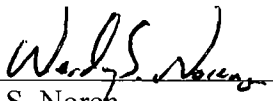
In the County Commission of said county, on the 29th day of November 20 07

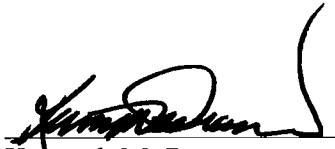
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone in accordance with the provisions of 139.052, RSMo. relating to the payment of current and delinquent real property taxes by installments hereby authorizes the Boone County Collector and Boone County Public Administrator in administering a conservator's or decedent's estate owning real estate to make installment payments on current or delinquent real estate taxes when it is mutually determined to be in the best interest of the estate and that the estate is sufficiently solvent to make such payments and liquidate all such taxes and additional amounts due as required by the Missouri statutes. All such installments shall be made in accordance with a schedule of payments mutually agreed upon by the Boone County Collector and the Boone County Public Administrator in lieu of annual payments.

Done this 29th day of November, 2007.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

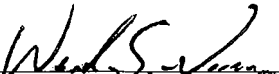
November Session of the October Adjourned Term. 20 07

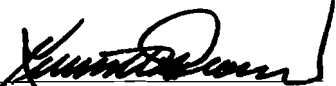
In the County Commission of said county, on the 29th day of November 20 07
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the transfer of Yvonne Keene to Sheriff's Department – Operations, position 168, at 1.0374% of mid-point.

Done this 29th day of November, 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

REQUEST TO TRANSFER ABOVE "ATS" (Authorized Transfer Salary) BOONE COUNTY Commission Order 146-2006

Description of form: To request approval to transfer above "ATS" (authorized transfer salary).

Procedure:

1. The Administrative Authority or designee completes the form and prepares a schedule that demonstrates that funding is available within the salary and wage appropriation (account #10100) and calculates the amount for a budget revision, if needed. The Administrative Authority submits the form, the schedule, and the budget revision (if needed) to the Auditor for certification of funds availability.
2. The Auditor certifies funds availability, approves budget revision (if applicable), returns original form to the Administrative Authority and forwards a copy to Human Resource Director.
3. The Human Resource Director reviews the request and provides recommendation to the Administrative Authority.
4. The Administrative Authority will schedule the request for approval by the Commission and provide the Commission with the HR Director's recommendation.
5. The County Commission will review all requests for a starting salary above the "ATS" and will either approve or deny the request. After approval/denial, the County Commission will return this form to the Administrative Authority.
6. The Administrative Authority will attach a copy of this approved form to the Personnel Action Form.

Name of prospective employee Keene, Yvonne Department Sheriff's Department - Operations

Position Title Office Specialist (Records Specialist) Position No. 168

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
OR Hourly: 13.31 % of Mid-Point 1.0374

No. of employees in this job classification within your Department? 12 full time 2 part time

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) This employee is transferring from a Corrections Officer position into a Records Specialist (Office Specialist) position and will be transferring from a range 27 into a range 20 position. This officer has completed 16 months of employment w/our department. She has been an outstanding employee according to her current supervisors.

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: All other range 20s are being paid at a higher rate than what this employee will be, except for 2 new employees and 1 other range 20 that just became a range 20 last year.

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? This transfer should not affect any of our other employees.

Additional comments: This employee has done an excellent job at her Correction Officer position. Due to family issues, she wishes to move to a 5 day a week position that is 8 hours rather than the 12 hour position.

Administrative Authority's Signature: *Dwayne Carey* Date: 11-26-07

Auditor's Certification: Funds are available within the existing departmental salary and wage appropriation (#10100).
 Funds are not available within the existing departmental salary and wage appropriation (#10100); budget revision required to provide funding is attached.

Auditor's Signature: *Karen Frederick* Date: 11/27/07

Human Resource Director's Recommendations: Recommend approval based on experience in a higher level position and past practice when employees accept a lower pay range position.

Human Resource Director's Signature: *Betty Richters* Date: 11-28-07

County Commission Approve Deny

Comment(s): _____

residing Commissioner's Signature: *[Signature]* Date: 11/29/07

District I Commissioner's Signature: *Karen M Miller* Date: 11/29/07

District II Commissioner's Signature: *[Signature]* Date: 11/29/07

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

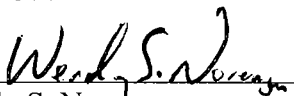
November Session of the October Adjourned Term. 20 07


In the County Commission of said county, on the 29th day of November 20 07
 the following, among other proceedings, were had, viz:

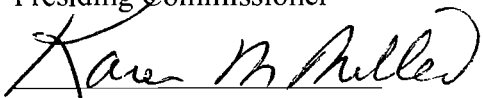
Now on this day the County Commission of the County of Boone does hereby approve the use of the Courthouse Grounds, Courtyard Square, Chambers, Rm 220, Rm 208, and Rm 139 on September 26, 2008 through September 28, 2008 from 4:00 p.m. to 8:00 p.m. for the Columbia Festival of the Arts. The County Commission also approves the closing of Ash Street between 7th and 9th Streets from 6:00 a.m. on September 27, 2008 through 8:00 p.m. on September 28, 2008.

Done this 29th day of November, 2007.

ATTEST:


 Wendy S. Noreh
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

Ken Pearson, Presiding Commissioner
Karen M. Miller, District I Commissioner
Skip Elkin, District II Commissioner



Roger B. Wilson
Boone County Government Center
801 East Walnut Room 245
Columbia, MO 65201-7732
573-886-4305 • FAX 573-886-4311

Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The undersigned organization hereby applies for a permit to use the Boone County Courthouse Grounds and/or Government Center as follows:

Description of Use: Visual, performing & literary arts festival

Date(s) of Use: 9/26/08 through 9/28/08

Time of Use: From: 4 p.m. a.m./p.m. thru 8 p.m. a.m./p.m.

Facility requested: Courthouse Grounds - Courtyard Square - Chambers - Rm220 - Rm208 - Rm139
Centralia Clinic

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse grounds.
2. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
4. To conduct its use of courthouse grounds and/or rooms in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Name of Organization/Person: City of Columbia Office of Cultural Affairs

Organization Representative/Title: Kay McCarthy, Cultural Program Specialist

Address/Phone Number: 1 S. 7th St. Columbia, MO 65201/573-874-6387

Date of Application: 11/27/07

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY FACILITIES

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

BOONE COUNTY, MISSOURI

Wendy S. Nolan
County Clerk

Roger B. Wilson
County Commissioner

DATE: 11/29/07

Street Closure Request Form
(Non-Construction Related Requests Only)

Name of Organization: City of Columbia Office of Cultural Affairs

Contact Person: Kay McCarthy/Marie Hunter

Address: 1 South 7th Street

Phone: 573-874-6387

Location Requested (include map): Ash Street between 7th and 9th

Date of Use of Closure: (day/time) 9/27/08 6 a.m. through 9/28/08 8 p.m.

Purpose: Columbia Festival of the Arts

The applicant is responsible for securing signatures of the property owners and tenants abutting the proposed closure or use indicating no objection to the requested use/closure. Attach a separate sheet if necessary.

<u>Property Owner/Tenant Name</u>	<u>Address</u>	<u>Signature</u>
<u>COLUMBIA PARKS & RECREATION</u>	<u>ARMORY - 701 E. ASH STREET</u>	<u>[Signature]</u>

I understand that this request is granted subject to the following conditions:
The sidewalk/street will not be used or blocked in such a manner that a safety hazard would occur or that an obstruction will be created that would unreasonably interfere with police, fire, or health of the city. Further, there will be no solicitation in the street, crosswalk or intersection and that violation of the above conditions will cause this permit to be rescinded.

[Signature]
Signature of Applicant

11/26/07
Date

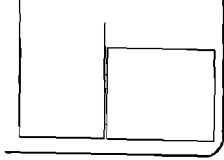
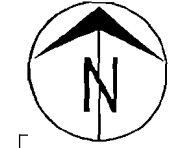
Date Application Received: _____
CCA Board: _____

Permit Approved:

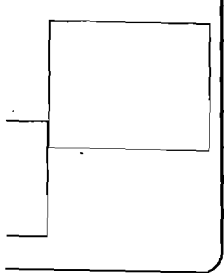
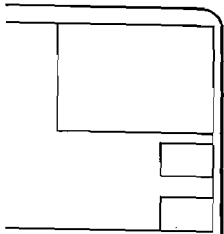
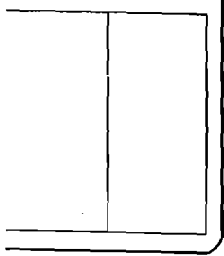
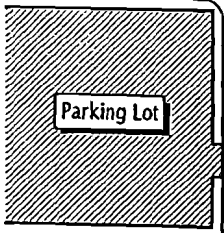
Bill Watkins, City Manager

Date

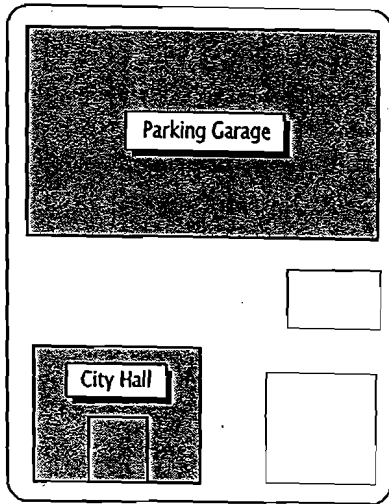
PLEASE READ ORDINANCE INFORMATION AS FOLLOWS



ASH S.T.

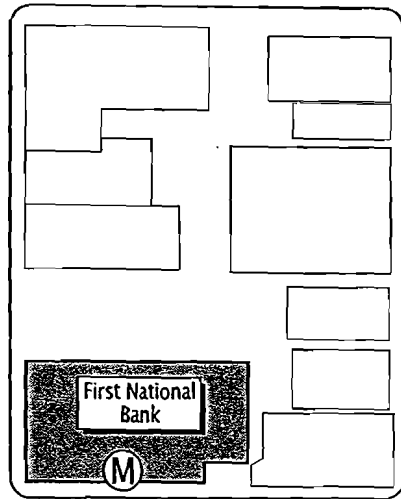


SEVENTH



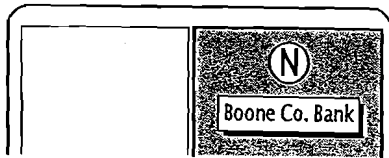
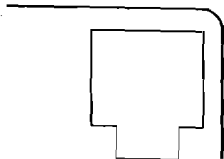
EAST

EIGHTH

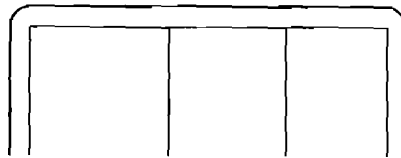


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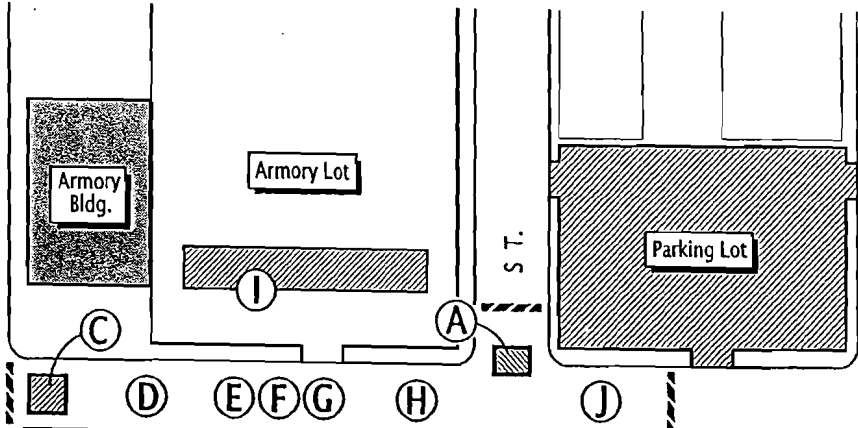
NINTH



Boone Co. Bank

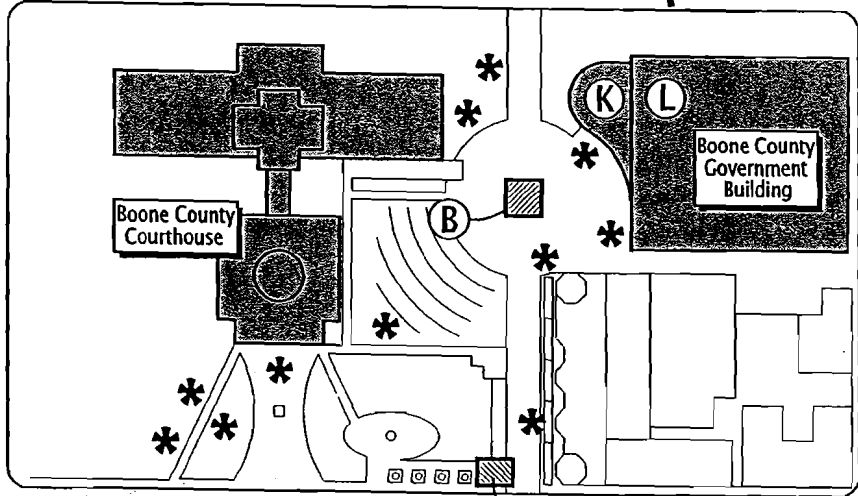


S.T.



S.T.

D E F G H J



WALNUT

S.T.

S.T.

A

2008 FESTIVAL OF THE ARTS
disregard key (it is 2007), street closure is highlighted

Memo

Date: 11/27/2007

To: Jessica or Cathy

From: Joyce Gelina, City of Columbia, Office of Cultural Affairs

RE: Request for signatures....Street Closure for Columbia Festival of the Arts,
September 2008

The Central Columbia Assn. has asked that we secure signatures from representatives of the Armory (Gary Ristow) and the County for our street closure request (in the past we have not had to do this). It is my understanding that a commissioner will sign it when they meet on Thursday. Please call me at 874-6386 once it has been signed, and I will walk over and pick it up. Thank you for your help.