

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

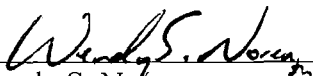
25th day of March 20 08

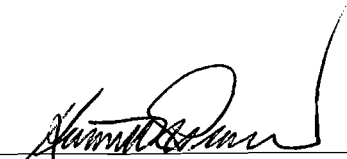
the following, among other proceedings, were had, viz:

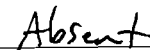
Now on this day the County Commission of the County of Boone does hereby award bid 08-28FEB08 – Overlay at Boone County Fairgrounds Entrance #3 to Christensen Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

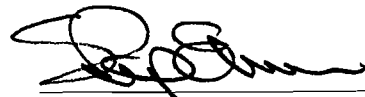
Done this 25th day of March, 2008.

ATTEST:


Wendy S. Nofen
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

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

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

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

**BID NUMBER 08-28FEB08
2008 Overlay - Boone County Fairgrounds Entrance #3
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Bid Total in the amount of \$9,536.00.

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

1. Introduction and General Conditions of Bidding
2. Primary Specifications
3. Response Presentation and Review
4. Bid Form
5. Standard Terms and Conditions
6. Statement of Bidder's Qualifications
7. Location Maps
8. Prevailing Wage Order Number 14
9. Site Map
10. Contractor's Bid Response
11. Bid Bond

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

Nine Thousand Five Hundred Thirty Six dollars and Zero Cents (\$9,536.00)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 3/25/08 at Columbia, Missouri. (Date)

CHRISTENSEN CONSTRUCTION COMPANY

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Kenneth M. Pearson, Presiding Commissioner

By: Kenny Knipp
Authorized Representative Printed Name
Title: BUSINESS MANAGER

Approved as to Legal Form:

ATTEST:

[Signature]
John Patton
Boone County Counselor

[Signature]
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

[Signature]
Signature

3/22/08
Date

2040/71100 - \$9,536.00

Appropriation Account

4. Bid Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: CHRISTENSEN CONSTRUCTION COMPANY
Address: P.O. Box 159
4.3. City/Zip: KINGDOM CITY, MO 65262
4.4. Phone Number: 573-814-3308
4.5. Fax Number: 573-814-0403
4.6. Federal Tax ID: 43-1610378
4.6.1. Corporation
() Partnership - Name _____
() Individual/Proprietorship - Individual Name _____

BID FORM

4.7.

Description	Unit	Units	Price	Cost
Mobilization	LS	1	\$ 1000.00	\$ 1,000.00
Traffic Control	LS	1	\$ 1000.00	\$ 1,000.00
Milling - As per Drawing	LS	1	\$ 500.00	\$ 500.00
Commercial Asphalt Bituminous Base	TON	78	\$ 60.00	\$ 4,680.00
Commercial Asphalt Surface Mix	TON	38	\$ 62.00	\$ 2,356.00
TOTAL COST				\$ 9,536.00

4.8. After Notice to Proceed is issued, contractor will begin work on this project within 48 Hours.

4.9. Project will be completed within five (5) business after first day of work commencement and by March 28, 2008.

4.10. Prompt Payment Discount: 0 %; Net _____ Days

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.11.1. Authorized Representative (Sign By Hand):

Kenny Knapp Date: 2-26-08

4.11.2. Type or Print Signed Name:

KENNY KNAPP - BUSINESS MANAGER

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business address: P.O. Box 159
KINGDOM CITY, MO 65262
3. When organized: 1986
4. When incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number: CORPORATION 43-1610378
6. Number of years engaged in contracting business under present firm name: 23 YEARS
7. If you have done business under different name, please give name and location:
NA
8. Percent (%) of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:
NO
10. Have you ever defaulted on a contract?: NO
11. List of contracts completed within last four years, including value of each:
SEE ATTACHED SHEET B
12. List of projects currently in progress:
* Attach additional sheets as necessary *
SEE ATTACHED SHEET A

February 26, 2008

Sheet A

MAJOR PROJECTS COMPLETED IN PAST 5 YEARS

Boone Hospital Parking Garage
River City Construction – John Sutherland 573-657-7380
\$256,000 Contract Amount
100% Complete
November 2007 – Completion Date

Boone County Meadowlake Subdivision Project
Boone County Public Works – Darin Sapp 573-864-6316
\$192,464 Contract Amount
100% Complete
October 2007 – Completion Date

University of Missouri – 2007 Summer Paving Program
UMC - Bob Berg 882-9336
\$642,115 Contract Amount
100% Complete
September 2007 – Completion Date

City of Mexico 2007 Street Overlay
Mexico Public Works – Jim Sternberg 573-581-2100
\$311,572 Contract Amount
100% Complete
September 2007 Complete

MoDOT Callaway County Route F Bridge
Kevin Rackers Excavating 573-491-3819
\$62,220 Contract Amount
100% Complete
August 2007 – Completion Date

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

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

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

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

February 26, 2008

Sheet B

Major Projects In Progress

UMC Development of Parking at Southeast Gateway

KBR -- 441-0365

\$717,975 Contract Amount

93% Complete

Spring 2008 -- Completion Date

Columbia Orthopaedic Group

McCarthy Companies

\$358,862 Contract Amount

42% Complete

Spring 2008 -- Completion Date



No 734789

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

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that

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

Hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint THOMAS S. NAUGHT, HARRY NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGERDE, 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 Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to: (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other things 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 the 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 1st day of NOVEMBER, 2008.

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 of Company 7

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

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

CERTIFICATE

David L. Hixenbaugh, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on behalf of Thomas S. Naught, Harry Naught, Teresa Stephenson, Sarah Naught-Bargerde, Wilma Keiser, Timothy P. Eastin, Richard Naught and Steve Naught, 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 February, 2008.

PERFORMANCE BOND

Bond S358313

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Co

P O Box 159, Kingdom City, MO 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Co

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 \$9,536.00 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 _____ entered into a
Contract with Owner for:

BID NUMBER 08-28FEB08
2008 Overlay – Boone County Fairgrounds Entrance #3
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.

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO on this 21st day of March 2008.

CONTRACTOR Christensen Const Co (SEAL)

BY: [Signature]

SURETY COMPANY Employers Mutual Casualty Co

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

BY: [Signature]
(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Christensen Construction Co
as Principal, hereinafter called Contractor, and _____
Employers Mutual Casualty Co

_____ 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

_____ \$9,536.00 _____ DOLLARS

(\$ 9,536.00), 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 _____ entered into a contract with Owner for

**BID NUMBER 08-28FEB08
2008 Overlay – Boone County Fairgrounds Entrance #3
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:

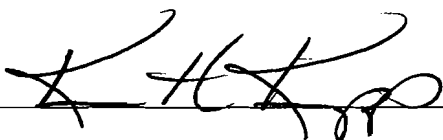
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, MO, on this 21st day of March, 2008.

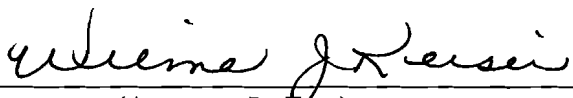
Christensen Construction Co
(Contractor)

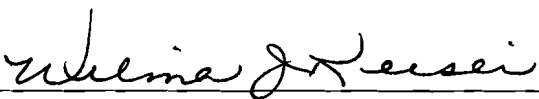
(SEAL)

BY: 

Employers Mutual Casualty Co
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact)

BY: 
(Missouri Representative)

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

EMC Insurance Companies

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

No. 734807

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

...NOW ALL MEN BY THESE PRESENTS, that:

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2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
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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-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and 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, 2008

Bruce G. Kelley

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

Jeffrey S. Birdsley

Jeffrey S. Birdsley, Assistant Secretary

Seals



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

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

Patricia A. Wright

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, 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 21st day of March 2008

David L. Hixenbaugh

Vice-President

EMC INSURANCE COMPANIES

Employers Mutual Casualty Company, Des Moines

EMCASCO Insurance Company, Des Moines

Union Insurance Co. of Providence, Providence

American Liberty Insurance Co., Birmingham

Employers Modern Life Company, Des Moines

Dakota Fire Insurance Company, Bismark

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


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 Christensen Construction Co. Tom Christensen P.O. Box 159 Kingdom City MO 65262		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Midwestern Indemnity Co	
		INSURER B: Hawkeye-Security Insurance	36919
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> completed Opr <input checked="" type="checkbox"/> Blnkt Addl Insrds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBP9739303PENDING	03/01/08	03/01/09	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA9729696PENDING	03/01/08	03/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY: AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	CU9734909PENDING	03/01/08	03/01/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC9732601PENDING	03/01/08	03/01/09	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Project: 08-28FEB08-Overlay - Boone County Fairgrounds Entrance #3
 Certificate Holder is named as additional insured as respects this project.

CERTIFICATE HOLDER BOONECP Boone County Commission Boone County Purchasing 601 E. Walnut, Rm. 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 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 
---	---

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.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

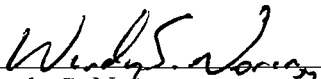
In the County Commission of said county, on the 25th day of March 20 08

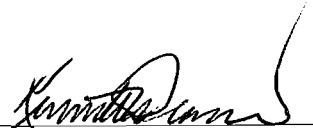
the following, among other proceedings, were had, viz:

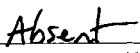
Now on this day the County Commission of the County of Boone does hereby approve the Sole Source Purchase – 81-123108SS – Digital Evidence Networked Server and DEP Application Software to purchase Digital Evidence Networked Server and DEP Application Software, Single workstation, Backup/Archiving Station, Training, Wireless Access Points (2), Surge Protector from L3 Communications Mobile-Vision, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said sole source form.

Done this 25th day of March, 2008.

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.

March Session of the January Adjourned

Term. 20 08

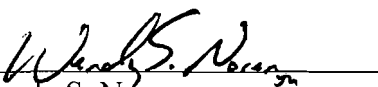
In the County Commission of said county, on the 25th day of March 20 08

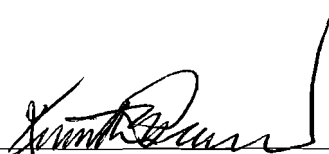
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request for vehicle disposal and transfer as per the attached memorandum. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal forms.

Done this 25th day of March, 2008.

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 } ca.

March Session of the January Adjourned

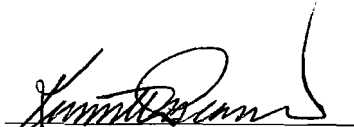
Term. 20 08

In the County Commission of said county, on the 25th day of March 20 08


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


Now on this day the County Commission of the County of Boone does hereby approve the request for surplus disposal of Voice Stress Analyzer Laptop Computer, Asset Tag 12468. It is further ordered the Presiding Commissioner is hereby authorized to sign said disposal form.


Done this 25th day of March, 2008.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 1/17/08

FIXED ASSET TAG NUMBER: 12468

RECEIVED

DESCRIPTION: VOICE STRESS ANALYZER LAPTOP COMPUTER

FEB 26 2008

REQUESTED MEANS OF DISPOSAL: TRADE IN FOR NEW CVSA LAPTOP COMPUTER

BOONE COUNTY AUDITOR

RECEIVED

OTHER INFORMATION:

MAR 25 2008

BOONE COUNTY AUDITOR

CONDITION OF ASSET: OUTDATED

REASON FOR DISPOSITION: USE AS TRADE IN FOR NEW CVSA VOICE STRESS ANALYZER

COUNTY / COURT HT DEPT. (circle one) DOES / DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ~~ASAP~~ Trade In - Returned To Vendor.

DEPARTMENT: BCSD

SIGNATURE Capt B. Brown

AUDITOR

ORIGINAL PURCHASE DATE 6/8/2000

RECEIPT INTO Trade-in

ORIGINAL COST 9,250.00

ORIGINAL FUNDING SOURCE 2731
ASSET GROUP 1604

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

 TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 153-2008

DATE APPROVED 3/25/08

SIGNATURE [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 20 08

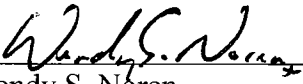
In the County Commission of said county, on the 25th day of March 20 08

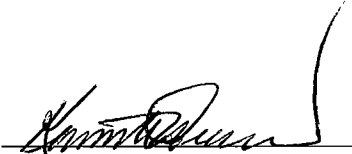
the following, among other proceedings, were had, viz:

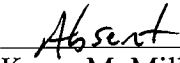
Now on this day the County Commission of the County of Boone does hereby award bid 04-26FEB08 – Corrections Uniforms T&S to ED Roehr Safety Products. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 25th day of March, 2008.

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

**PURCHASE AGREEMENT
FOR
Corrections Uniforms Term & Supply**

THIS AGREEMENT dated the ^{25th} ~~12th~~ day of March 2008 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ed Roehr Safety Products** herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Corrections Uniforms Term and Supply**, County of Boone Request for Bid, bid number **04-26FEB08**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated February 22, 2008 and executed by Dathan Baldwin, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on **the date written above** and extend through **December 31, 2008** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two additional one year periods** subject to the pricing clauses in the contractor's RFB response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not..

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to deliver the items as specified and as requested by the County within 28 calendar days after receipt of an order.

5. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff Department and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

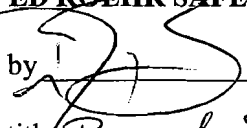
7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

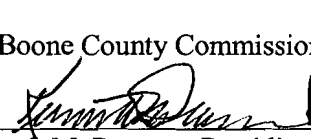
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

ED ROEHR SAFETY PRODUCTS

by  Dathan Baldwin
 title Regional Sales Manager
 address 2710 Locust Street
St. Louis, MO 63103

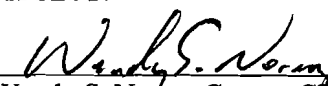
BOONE COUNTY, MISSOURI

by: Boone County Commission

 Kenneth M. Pearson, Presiding Commissioner

APPROVED AS TO FORM:


 County Counselor


ATTEST:


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

1255/2902/23300 Term/Supply

No encumbrance required.  3/19/2008.
 Signature Date Appropriation Account

4. Revised Response Form

4.1. Company Name: Ed Roehr Safety Products
 4.2. Address: 2710 Locust Street
 4.3. City/Zip: St. Louis MO 63103
 4.4. Phone Number: 314-533-9344
 4.5. Fax Number: 314-533-3830
 4.6. E-Mail Address: dathan@edroehrsafety.com
 4.7. Federal Tax ID: 43-0624955

- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING

NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trouser Style #F5220 in accordance with Section 2.6.1.	\$ <u>23.19</u>	98	\$ <u>2272.62</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ <u>1.49</u>	
4.8.2.	Propper Tactical Trouser Style #F5212 in accordance with Section 2.6.1.	\$ <u>28.09</u>	98	\$ <u>2752.82</u>
4.8.3.	Propper BDU Trouser Style #F5201 in accordance with Section 2.6.1.	\$ <u>18.28</u>	98	\$ <u>1791.44</u>
4.8.4.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ <u>20.74</u>	98	\$ <u>2032.52</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ <u>1.49</u>	
4.8.5.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ <u>23.19</u>	98	\$ <u>2272.62</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)		\$ <u>1.49</u>	
4.8.6.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$ <u>11,122.02</u>

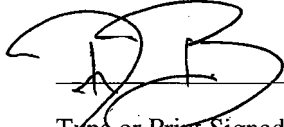
4.9. Delivery After Receipt of Order: 2-4 Weeks ARO. * Depending On Manufacturers Inventory Levels At Time Order Is Placed.

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been

4.10. read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

4.10.1.



Type or Print Signed Name:

4.10.2. Dathan Baldwin

4.10.3. Date: 2-22-08

4.11. **RENEWALS**

4.11.1. Maximum % Increase 2nd Contract Period: 4 %

4.11.2. Maximum % Increase 3rd Contract Period: 4 %

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.12. Yes No



BOONE COUNTY, MISSOURI
Request for Bid #: 04-26FEB08 – Corrections Uniforms Term and Supply

ADDENDUM #1 - Issued February 11, 2008

This addendum is issued in accordance with the Introduction and General Conditions of the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Response Form*.

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

I. Changes to RFB Specifications:

1. Add section 2.6.1.1 between sections 2.6.1. and 2.6.2 as follows:

All trousers must be battle Rip 65% polyester/35% cotton ripstop fabric.

2. Replace section 2.6.1. with the following:

Trousers: The contractor shall provide black Propper Trousers Style #F5220, #F5212, and #F5201. Style F5212, Sizes 28" – 54" Waist, Short, Regular, and Long. Style F5201 XS – 4X Short, Regular, and Long. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**

3. Replace *Response Form* with the attached *Revised Response Form* which outlines the following changes:


Replace section 4.8.2. with the following:

Propper Tactical Trouser Style #F5212 in accordance with Section 2.6.1.

Replace section 4.8.3. with the following:

Propper BDU Trouser Style #F5201 in accordance with Section 2.6.1.

By:


Tyson Boldan, Buyer
Boone County Purchasing


OFFEROR has examined copy of Addendum #1 to Request for Bid # 04-26FEB08 – Corrections Uniforms Term and Supply, receipt of which is hereby acknowledged:

Company Name: Ed Roehr Safety Products

Address: 2710 Locust Street
St. Louis, MO 63103

Phone Number: 314-533-9344

Fax Number: 314-533-3830

Authorized Representative Signature: 

Date: 2-22-08

Authorized Representative Printed Name: Dathan Baldwin



BOONE COUNTY, MISSOURI
Request for Bid #: 04-26FEB08 – Corrections Uniforms Term and Supply

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2. Replace section 2.6.1. with the following:

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3. Replace *Response Form* with the attached *Revised Response Form* which outlines the following changes:

Replace section 4.8.2. with the following:

Propper Tactical Trousers Style #F5212 in accordance with Section 2.6.1.

Replace section 4.8.3. with the following:

Propper BDU Trousers Style #F5201 in accordance with Section 2.6.1.

By:

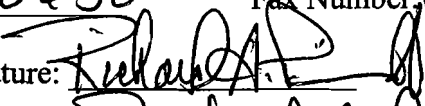

Tyson Boldan, Buyer
Boone County Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Bid # 04-26FEB08 – *Corrections Uniforms Term and Supply*, receipt of which is hereby acknowledged:

Company Name: Missouri Wilderness Co.

Address: 1500 I-70 Dr. SW
Columbia, Mo. 65203

Phone Number: (573)499-0630 Fax Number: (573)499-0630

Authorized Representative Signature:  Date: 2/26/2008

Authorized Representative Printed Name: Richard A. Pinnell

4. Revised Response Form

- 4.1. Company Name: Missouri Wilderness Co.
- 4.2. Address: 1500 - I-70 Dr. SW, Ste. 1
- 4.3. City/Zip: Columbia, Mo. 65203
- 4.4. Phone Number: (573) 499-0630
- 4.5. Fax Number: (573) 499-0631
- 4.6. E-Mail Address: armygearstore@socket.net
- 4.7. Federal Tax ID: 43-1540103
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name Joel S. Rubin
 Other (Specify) _____

4.8. PRICING

NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trouser Style #F5220 in accordance with Section 2.6.1.	\$ <u>27.00</u>	98	\$ <u>2,646.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>1.50</u>		
4.8.2.	Propper Tactical Trouser Style #F5212 in accordance with Section 2.6.1.	\$ <u>31.00</u>	98	\$ <u>3,038.00</u>
4.8.3.	Propper BDU Trouser Style #F5201 in accordance with Section 2.6.1.	\$ <u>27.00</u>	98	\$ <u>2,646.00</u>
4.8.4.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ <u>25.00</u>	98	\$ <u>2,450.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>1.50</u>		
4.8.5.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ <u>27.00</u>	98	\$ <u>2,646.00</u>
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ <u>1.50</u>		
4.8.6.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$ <u>13,426.00</u>

4.9. Delivery After Receipt of Order: 10 days

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.10. Authorized Representative (Sign By Hand): Richard A. P. A.

Richard A. Pinnell

Type or Print Signed Name:

4.10.2. Richard A. Pinnell

4.10.3. Date: 2/26/2008

4.11. **RENEWALS**

4.11.1. Maximum % Increase 2nd Contract Period: 5 %

4.11.2. Maximum % Increase 3rd Contract Period: Ø %

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.12. Yes No



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

Request for Bid (RFB)

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **04-26FEB08**
Commodity Title: **Corrections Uniforms Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, February 26, 2008**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: **TUESDAY, FEBRUARY 26, 2008**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);
 2) the provisions of the Bid;
 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from Date of Award through December 31, 2008 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for **Correction's Officer Trousers and Short and Long-Sleeved Shirts.**
- 2.1.1. **Estimated Quantity** - The quantities indicated on the Response Form are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined on the Response Form as needed.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **Date of Award through December 31, 2008.** This contract is subject to **renew annually for two (2) additional one (1) year periods** following expiration of the first contract period.
- 2.2.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.2. If renewal percentages are not provided for the items listed on the Response Form, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** - All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.5.1. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County will not pay freight, etc. in addition to the price of the item.
- 2.6. **SCOPE OF SERVICES**
- 2.6.1. **Trousers:** The contractor shall provide black Proper Tactical Trousers Style #F5220, #F5424, and #F5201. Style F5424, Sizes 28" - 54" Waist, Short, Regular, and Long. Style F5201 XS - 4X Short, Regular, and Long. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2. **Shirts:** The contractor shall provide Proper Short Sleeve Tactical Shirts Style #F5301 and Proper Long Sleeve Tactical Shirts Style #F5302. Contractor must be able to supply all sizes. **NO SUBSTITUTIONS ALLOWED.**
- 2.6.2.1. All shirts must be Battle Rip® 65% polyester/35% cotton ripstop fabric.
- 2.6.2.2. All shirts must be khaki in color.
- 2.7. **ADDITIONAL INSTRUCTIONS AND CONDITIONS**
- 2.7.1. Uniforms shall be guaranteed for one year against fraying, loose stitching and tearing under normal day to day use. If fraying, loose stitching, and or tearing occur under these circumstances, the contractor has 30 days in which to replace the defective uniform at no cost to the County.
- 2.7.2. All shirts and trousers must be shipped in individual packages bearing the specific officer's name on the outside of each package.
- 2.8. **BILLING AND PAYMENTS** - Invoices shall be submitted to the Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days

- from receipt of an accurate **monthly statement**.
- 2.9. **DESIGNEE** – Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
 - 2.10. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymmo.org.
 - 2.11. **DELIVERY** - Boone County Sheriff’s Department, 2121 County Drive, Columbia, Missouri 65202.
 - 2.11.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING

NO SUBSTITUTIONS ALLOWED ON UNIFORMS DESCRIBED BELOW

Item #	Description	Unit Price	Qty	Extended Price
4.8.1.	Propper Tactical Trouser Style #F5220 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.2.	Propper Tactical Trouser Style #F5424 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
4.8.3.	Propper Tactical Trouser Style #F5201 in accordance with Section 2.6.1.	\$ _____	98	\$ _____
4.8.4.	Propper Short-Sleeved Shirt Style #F5301 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.5.	Propper Long-Sleeved Shirt Style #F5302 in accordance with Section 2.6.2.	\$ _____	98	\$ _____
	Standard Oversize Charge (Cost Per Incremental Size over XXL)	\$ _____		\$ _____
4.8.6.	TOTAL (FOR EXTENDED PRICE COLUMN)			\$ _____

4.9. **Delivery After Receipt of Order:** _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

4.10. Authorized Representative (Sign By Hand):

4.10.1. _____
Type or Print Signed Name:

4.10.2.

4.10.3. Date: _____

4.11. **RENEWALS**

4.11.1. Maximum % Increase 2nd Contract Period: _____%

4.11.2. Maximum % Increase 3rd Contract Period: _____%

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.12. _____ Yes _____ No _____



Standard Terms and Conditions

Boone County Purchasing

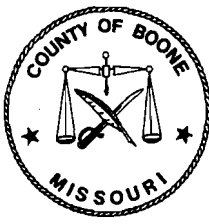
601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

"No Bid" Response Form

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 04-26FEB08 - Corrections Uniforms Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the


25th day of March 20 08

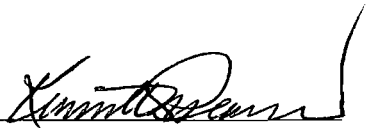
the following, among other proceedings, were had, viz:

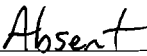
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri cooperative contract C305116001 – Fluorescent Bulb and Non-Rechargeable Battery Recycling with HTR, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

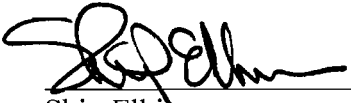
Done this 25th day of March, 2008.

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.

March Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the

25th day of March 20 08

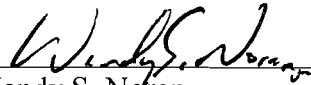
the following, among other proceedings, were had, viz:

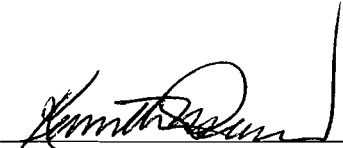
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision for the purchase of security software:

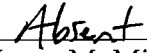
Department	Account	Department Name	Account Name	Decrease	Increase
1123	86850	Emergency & Contingency	Contingency	\$3,500.00	
1170	91302	Information Technology	Computer Software		\$3,500.00

Done this 25th day of March, 2008.

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.

March Session of the January Adjourned

Term. 20 08


In the County Commission of said county, on the 25th day of March 20 08

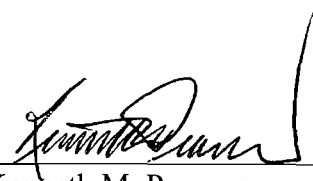
the following, among other proceedings, were had, viz:

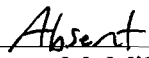
Now on this day the County Commission of the County of Boone does hereby approve the proposal for consultant services with Shafer, Kline and Warren, Inc. for the Development of Stormwater Manual. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 25th day of March, 2008.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the 25th day of March, 2008, Boone County, Missouri, a political subdivision of the state of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified below.

Consultant Name: SHAFER, KLINE AND WARREN, INC

Project/Work Description: DEVELOPMENT OF STORMWATER MANUAL (including add'l MS4 program assistance)

Proposal Description: See attached Scope of Services, Fee Schedule and RFP dated March 14, 2008 and issued by Shafer, Kline and Warren

Modifications to Proposal: Fees and expenses shall not exceed \$48,900.00 without prior written approval of Owner.

This form agreement and any attachments hereto shall constitute the approved proposal; signature by all parties below constitute the agreement in accordance with the above described proposal and any approved modifications thereto in accordance with the terms and conditions of the general agreement between the Consultant and Owner for the current term of the General Consultant Services Agreement signed by the Boone County Public Works Department, which is hereby incorporated by reference into the performance of Consultant's services under the approved proposal and any approved modifications to it and shall be binding on the Consultant. In the event of a conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, the terms and conditions of the general agreement shall control unless the proposal approved herein specifically identifies a term or condition of the general Consultant Services Agreement that shall not be applicable.

*Josh,
Originals
file*

SHAFER, KLINE AND WARREN, INC

By *J. K. [Signature]*
Title OFFICE MANAGER

Dated: 3-28-08

APPROVED AS TO FORM:

[Signature]
County Attorney

APPROVED:

[Signature]
Director, Boone County Public Works

BOONE COUNTY, MISSOURI

By *[Signature]*
Presiding Commissioner

Dated: 3/29/08

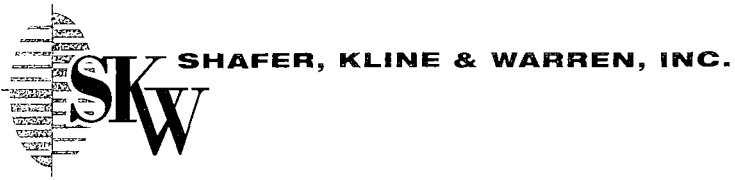
ATTEST:

[Signature]
County Clerk

CERTIFICATION:

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

[Signature] 3/20/08
Auditor *by [Signature]* Date 2045-71101



SHAFER, KLINE & WARREN, INC.

March 14, 2008

Derin Campbell, P.E.
Manager of Design and Construction
Boone County Public Works
5551 Highway 63 South
Columbia, Missouri 65201-9711

Re: Development of Stormwater Manual
Letter Agreement for Professional Services

Dear Mr. Campbell:

Thank you for considering Shafer, Kline & Warren, Inc. (SKW) to provide professional services in conjunction with **Development of Stormwater Manual (including additional MS4 program assistance)**, hereafter called the "Project". A detailed description of our proposed services on the project is provided in the attached Basic Services Summary.

Our compensation for completing the services listed in the Basic Services Summary will be a maximum not to exceed **\$48,900**, which **includes** the cost of reimbursable expenses.

You will be invoiced monthly, based on the project progress that has occurred. All invoices are due and payable within (30) days of receipt of invoice by the Owner.

We expect to begin our services promptly, after receipt of your acceptance of this proposal, and complete our work, with all due diligence and in a timely manner. It is expected that all work will be completed prior to December 31, 2008. If there are protracted delays, for any reason, we will notify you immediately. **Boone County Public Works** agree(s) to provide all necessary information for the performance of our services within a reasonable time after it is requested and that SKW will be given timely access to the applicable staff, as necessary, to complete the proposed professional services.

The following individuals are designated as primary project representatives for **Boone County Public Works** and SKW. These individuals shall be the primary point of contact and shall receive all correspondence or notices.

March 14, 2008
Page 2

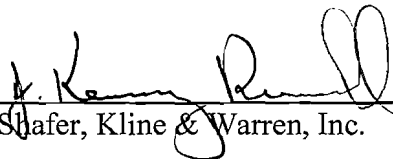
Shafer, Kline & Warren, Inc.
Christina Luebbert, P.E., CFM
1400 Forum Boulevard, Suite 19A
Columbia, MO 65203
Phone: 573-442-4537
Fax: 573-442-4543
E-mail: luebbert@skw-inc.com

Boone County Public Works
Derin Campbell, P.E.
Manager of Design and Construction
5551 Highway 63 South
Columbia, Missouri 65201-9711
Phone: 573-449-8515
Fax: 573-875-1602
E-mail: dcampbell@boonecountymo.org

This letter of agreement, along with the terms under the Boone County annual qualifications contract, the basic services summary and hourly rate schedule attached hereto make up the entirety of our agreement. If these documents satisfactorily set forth your understanding of our agreement, please sign the enclosed copy of this letter of agreement in the space provided below and return it to us.

We appreciate this opportunity to provide you this proposal for our services and look forward to working with you on this project. If questions should arise after you review this proposal, please call the number listed above.

SHAFER, KLINE & WARREN, INC.

By: 
Shafer, Kline & Warren, Inc.

BOONE COUNTY PUBLIC WORKS

By: _____

Accepted this ___ day of _____, 2008.

Title: _____

3/14/2008

Page 3

BASIC SERVICES SUMMARY

Attached to and made a part of the Letter Agreement for Professional Services dated **March 14, 2008**, by and between **Boone County Public Works** and Shafer, Kline & Warren, Inc., in respect to **Development of Stormwater Manual (including additional MS4 program assistance)**, the "Project" described therein.

SCOPE OF BASIC SERVICES

For the compensation outlined in the Letter of Agreement, SKW will perform the following professional services. Services not detailed within the Scope of Basic Services are specifically excluded from the scope of SKW's work and SKW assumes no responsibility to perform any services not specifically listed.

Note: The phases below may happen concurrently and are merely separated to provide clarity. Stakeholders may attend any/all meetings with staff/County Commission.

Phase 1: Ordinance Development

Task: Review existing ordinances and standards as they relate to stormwater (zoning, subdivision, public infrastructure design standards, stream buffer, etc). This task includes 1 meeting.

Task: Review possible existing enforcement mechanisms (permitting/stop work orders, nuisance codes, court orders, etc). This task includes 1 meeting.

Task: Work with staff and commission to draft illicit discharge detection and elimination ordinance. This task includes 2 meetings.

Task: Work with staff and commission to review draft land preservation ordinance to determine if it meets the permit requirements for construction site runoff control (erosion/sediment control and other potential pollutants covered). Make recommendations for any changes. This task includes 2 meetings.

Task: Develop list of other modifications to ordinance to better address post-construction runoff control (long term measures that encourage retention/detention, filtration and infiltration of runoff where soils allow and decreasing impervious area). Work with staff

3/14/2008

Page 4

to draft changes. This task includes 4 meetings.

Task: Two stakeholder meetings to discuss/critique draft ordinances. Stakeholders may also attend the meetings with staff/commission.

Phase 2: Design Manual Development

Task: Work with staff and commission to develop an overall purpose/strategy for the stormwater design manual. Overall format and layout may also be discussed. This task includes 1 meeting.

Task: Work with staff and commission to determine design criteria for different street classifications and other locations. A review of the material to be included regarding engineering standards for hydrology, hydraulics, enclosed system design, open channel design and plan requirements will also be covered. This task does not include any recommendations for changes to the stream buffer ordinance. This task includes 2 meetings.

Task: Work with staff and commission to determine information that will be included regarding the design of construction site runoff control best management practices (BMPs). This task includes 2 meetings.

Task: Work with staff and commission to determine design criteria and overall requirements for detention/retention. This task includes 2 meetings.

Task: Work with staff and commission to determine water quality design guidance to be included in the manual. This task includes 2 meetings.

Task: Compile draft manual and provide electronically for staff, commission and public comment in a format that would allow for web publishing.

Task: Two stakeholder meetings to discuss/critique draft manual.

Task: Receive comments and compile. Review with staff and commission and determine response. Make changes as agreed. This task includes 1 meeting.

Task: Prepare final manual. Deliver one final bound copy suitable for copying and one CD with electronic files. Electronic files will be in a suitable format for web publishing.

3/14/2008

Page 5

Task: One stakeholder meeting and one commission meeting for presentation of final manual.

Phase 3: Public Outreach/Education and Public Participation Program Development

Task: Review current goals for permit compliance for MCM #1/#2 and develop recommendations for amendments. This task includes 1 meeting.

Task: Develop work plan for part time employee including goals/milestones and approximate hours to complete. This task includes 1 meeting.

Task: Assist with drafting job description for this position. This task includes 1 meeting.

Task: Provide up to 20 hours of training and materials for the stormwater education employee to begin work plan. This may also include some coordination with the City/University.

Phase 4: Illicit Discharge Detection and Elimination Program Development

Task: Assist with refinement of the stormwater system map in the existing GIS environment including location of all major outfalls (as defined by MDNR), delineation of subwatershed boundaries (no more than 40 acres/subwatershed) and identifying missing stormwater infrastructure. This does not include field data collection. This task includes up to 30 hours of preparation/attendance of meetings with the County GIS staff.

ADDITIONAL SERVICES

If agreed to by the client and SKW, we will provide Additional Services related to the Project. Additional Services are those not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with SKW's prevailing fee schedule, in effect at the time that such services are rendered, or as otherwise agreed to by the client and SKW.

1. Additional meetings
2. Additional GIS services

HOURLY RATE SCHEDULE

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal	\$170	Secretarial/Clerical	\$55
Associate	150	Engineering Technician V	105
Engineer V	135	Engineering Technician IV	95
Engineer IV	125	Engineering Technician III	80
Engineer III	115	Engineering Technician II	70
Engineer II	100	Engineering Technician I	60
Engineer I	90	Drafter	55
Landscape Architect IV	125	Construction Observer IV	90
Landscape Architect III	110	Construction Observer III	85
Landscape Architect II	100	Construction Observer II	75
Landscape Architect I	85	Construction Observer I	65
Landscape Design	70	Registered Land Surveyor II	110
Planner IV	120	Registered Land Surveyor I	95
Planner III	110	Survey Crew	160
Planner II	100	Survey Rodperson	55
Planner I	85	Survey Technician V	100
GIS Consultant IV	115	Survey Technician IV	90
GIS Consultant III	100	Survey Technician III	80
GIS Consultant II	85	Survey Technician II	70
GIS Consultant I	70	Survey Technician I	60
Controls Technician III	90		
Controls Technician II	80		
Controls Technician I	60		
Photogrammetrist	90		
Administrative Assistant	70		

Equipment Costs (Hourly Rate)

GPS Survey Receiver	\$20
High Definition Scanner	\$150

Note #1

The hourly rate shown for Survey Crews includes stakes, flagging, iron bars and other miscellaneous materials.

Note #2

All reimbursable expenses incurred on a project will be charged at a rate of direct cost plus 10% to cover administrative overhead. Direct cost of passenger car mileage will be at the standard rate established by the Internal Revenue Service and in effect at the time the expense is incurred. Direct cost of truck/van mileage will be at the IRS standard passenger car rate, plus 20%. Plotting and reproduction will be charged at \$0.50 per square foot for all media except photographic glossy, which will be charged at \$1.00 per square foot. Color copies will be charged at \$0.80 per 8.5 x 11 sheet and \$1.60 per 11 x 17 sheet. Subcontract expenses will be charged at quoted prices with no markup.

Effective July 1, 2007

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the


25th day of March 20 08

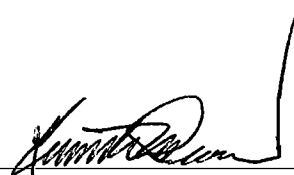
the following, among other proceedings, were had, viz:

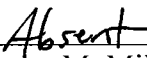
Now on this day the County Commission of the County of Boone does hereby approve the agreement with the City of Columbia for the Grace Lane Repair Project. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 25th day of March, 2008.

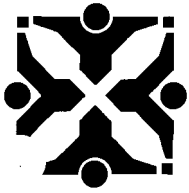
ATTEST:


Wendy S. Noren
Clerk of the County Commission


Kenneth M. Pearson
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner



CITY OF COLUMBIA, MISSOURI

158-2668

2015-71100
06-586

APR - 2 2008

PUBLIC WORKS DEPARTMENT

March 14, 2008

RECEIVED
MAR 31 2008
CITY MANAGERS OFFICE

David Mink, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201-9711

Re: Grace Lane Repair Project

Dear Mr. Mink:

During our bi-annual meeting to discuss shared road projects, it was noted that Grace Lane needs some repair. The cost of repairs will be shared equally between City and County. City staff has worked up a cost estimate of these repairs as follows:

Road Name/Description	City Cost	Additional Units/Cost	Total Cost
Grace Lane			
Dig Out Repair	\$4,300.62		\$4,300.62
Ditching	\$280.00		\$280.00
Asphalt Wedge	\$7,877.32		\$7,877.32
Asphalt Overlay	\$21,299.89		\$21,299.89
TOTAL COSTS			\$33,757.83

Half of the total cost equals \$16,878.92. The repairs will be made from St. Charles to the end of concrete.

As this is a binding agreement between Boone County and the City of Columbia, an approval section follows on the second page of this letter.

Grace Lane Repair Project
March 14, 2007

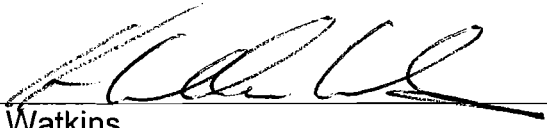
Page 2

Total not-to-exceed amount to be reimbursed to the City of Columbia by the County of Boone is **\$16,878.92** for the Grace Lane Repair Project.



Mary Ellen Lea
Acting Director of Columbia Public Works

CITY OF COLUMBIA, MISSOURI
By:



Bill Watkins

3-31-08

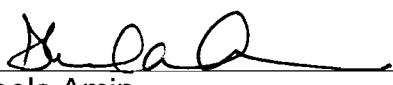
Date

APPROVED AS TO FORM:



Fred Boeckmann
City Counselor

ATTEST:

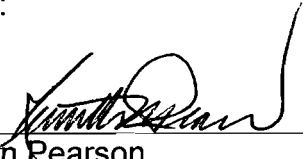


Sheela Amin
City Clerk



David W. Mink
Director of Boone County Public Works

BOONE COUNTY, MISSOURI
By:

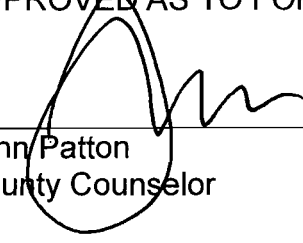


Ken Pearson

3/25/08

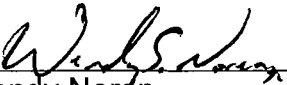
Date

APPROVED AS TO FORM:



John Patton
County Counselor

ATTEST

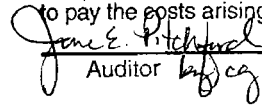


Wendy Noren
County Clerk

- c: David Nichols, Manager of Engineering & Inspection
- Dave Daly, Street Superintendent
- Sam Thomas, Public Works Supervisor
- Sarah Talbert, Rate Analyst

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 *bfj/cj*

3/20/08
Date
2045-71100

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

In the County Commission of said county, on the


25th day of March 20 08

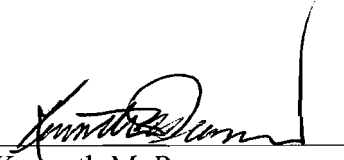
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the agreement with the City of Columbia for the Rustic Road Culvert Replacement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 25th day of March, 2008.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Kenneth M. Pearson
 Presiding Commissioner

Absent
 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner



APR - 2 2008

2045-7113

CITY OF COLUMBIA, MISSOURI

PUBLIC WORKS DEPARTMENT

MAR 17 2008

March 14, 2008

David Mink, P.E.
Boone County Public Works
5551 Highway 63 South
Columbia, MO 65201-9711

Re: Rustic Road Culvert Replacement

Dear Mr. Mink:

During our bi-annual meeting to discuss shared road projects, it was noted that the south major culvert on Rustic Road needs replacement. County and City staff worked together to prepare a cost estimate of these repairs as follows:

Road Name/Description	City Contribution	County Contribution	Total Cost
Rustic Road			
Design/Surveying	\$5,000.00		\$5,000.00
Culvert Pipe and Rock		\$17,340.00	\$17,340.00
Labor and Equipment		\$12,000.00	\$12,000.00
TOTAL COSTS	\$5,000.00	\$29,340.00	\$34,340.00

The cost of repairs will be shared equally between the City and the County. Since the City and County are contributing expenses, once all expenses are determined, a final reimbursement will be made to the County for a not-to-exceed amount of \$12,170.00. This amount is the total upfront costs to the County of \$29,340.00 less half the total costs (\$17,170.00) which equals \$12,170.00.

As this is a binding agreement between Boone County and the City of Columbia, an approval section follows on the second page of this letter.

Rustic Road Culvert Replacement
March 14, 2007

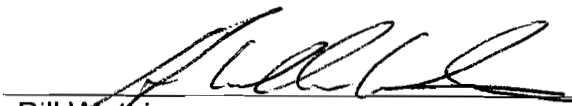
Page 2

Total not-to-exceed amount to be reimbursed to the County of Boone by the City of Columbia is **\$12,170.00** for the Rustic Road Culvert Replacement Project.



Mary Ellen Lea
Acting Director of Columbia Public Works

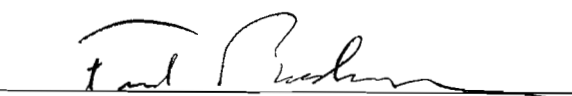
CITY OF COLUMBIA, MISSOURI
By:



Bill Watkins

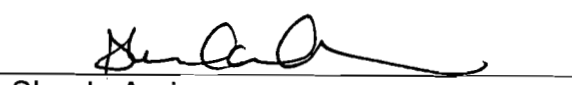
3-31-08
Date

APPROVED AS TO FORM:



Fred Boeckmann
City Counselor

ATTEST:

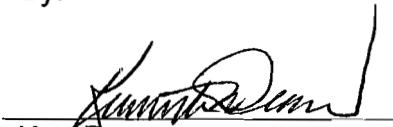


Sheela Amin
City Clerk



David W. Mink
Director of Boone County Public Works

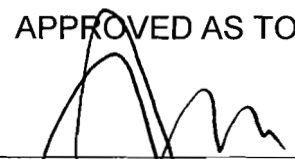
BOONE COUNTY, MISSOURI
By:



Ken Pearson

3/28/08
Date

APPROVED AS TO FORM:



John Patton
County Counselor

ATTEST



Wendy Noreh
County Clerk

c: David Nichols, Manager of Engineering & Inspection
Dave Daly, Street Superintendent
Sam Thomas, Public Works Supervisor
Sarah Talbert, Rate Analyst

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.

Not Required 3/20/08
Auditor Date 2049-3525
Revenue to be received

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

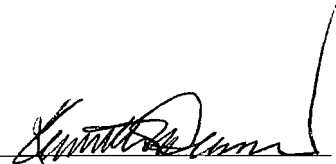
In the County Commission of said county, on the

25th day of March 20 08


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

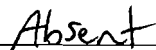
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Thursday, March 27, 2008, immediately following commission. The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (1) RSMo to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

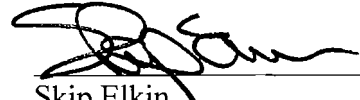
Done this 25th day of March, 2008.


Kenneth M. Pearson
Presiding Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner