

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

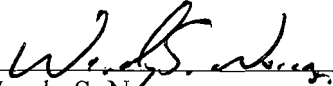
27th day of March 20 08


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

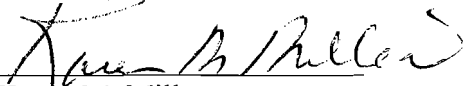
Now on this day, the County Commission of the County of Boone does hereby award bid 05-21FEB08 – Installation of Tank Insulation to J. Louis Crum Corporation. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 27th 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

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 **J. Louis Crum Corporation** (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 05-21FEB08
Installation of Tank Insulation
 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 \$121,460.00.

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

1. Notice to Bidders
2. Bid Response
3. Statement of Bidders Qualifications
4. Instructions to Bidders
5. Bid Form
6. Anti-Collusion Statement
7. Signature and Identity of Bidder
8. Bidder's Acknowledgment
9. Insurance Requirements
10. Contract Conditions
11. Sales/Use Tax Exemption
12. Warranty and Guarantee
13. Subcontractors, Suppliers, and Others
14. Contact Agreement
15. Performance Bond
16. Labor and Material Payment Bond
17. Technical Specifications
18. Affidavit—Prevailing Wage
19. State Prevailing Wage Rates
20. Boone County Standard Terms and Conditions
21. Plan Sheets
22. Prevailing Wage Order #14
23. Section 09900 – Painting and Protective Coatings

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

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

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

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

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

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

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

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

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

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

The Owner agrees to pay the Contractor in the amount:

One Hundred Twenty One Thousand Four Hundred Sixty Dollars And Zero Cents (\$121,460.00)

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 3/27/08 at Columbia, Missouri. (Date)

CONTRACTOR: J. LOUIS CRUM CORPORATION

By: [Signature]
Authorized Representative Signature

By: D. Scott Fritz
Authorized Representative Printed Name
Title: Vice President

OWNER, BOONE COUNTY, MISSOURI

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

Approved as to Legal Form:

[Signature]
John Patton
Boone County Counselor

ATTEST:

[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 June Pitchford by KF Date 3/26/2008 Appropriation Account 2040/71100 - \$121,460.00

BID FORM

Boone County Public Works Installation of Tank Insulation

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following price for the Boone County Public Works Installation of Tank Insulation project:	
Description	Price
Base Bid	\$ <u>121,460.00</u>
After Notice to Proceed is issued, contractor will begin work on this project within _____ days.	<u>10</u> days
Project will be completed within _____ business days after first day of work commencement.	<u>60</u> days

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

DATE	ADDENDUM NUMBER
<u>2/4/08</u>	<u>1</u>
<u>2/13/08</u>	<u>2</u>
<u>2/19/08</u>	<u>3</u>

COMPANY NAME: J. Louis Crum Corporation

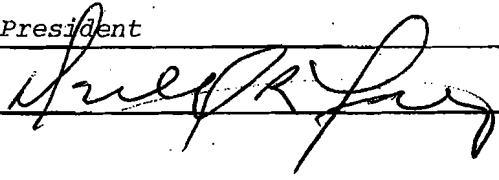
ADDRESS: 1312 Creasy Springs Road

CITY, STATE, ZIP: Columbia, MO 65202

PHONE NUMBER: 573-443-2488

AUTHORIZED REPRESENTATIVE: Donald R. Fritz, P.E.

TITLE: President

SIGNATURE: 

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone


Donald R. Fritz, being first duly sworn, deposes and

says that he is President
(Title of Person Signing)

of J. Louis Crum Corporation
(Name of Bidder)

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

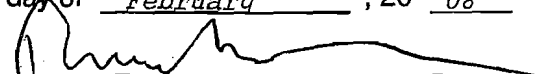
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By 

By Donald R. Fritz

By _____

Sworn to before me this 21st day of February, 20 08


Notary Public Russell F. DeVenney, Jr.

My Commission Expires February 14, 2010

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **05-21FEB08 Boone County Public Works Installation of Tank Insulation**

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

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

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

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

Firm Name: J. Louis Crum Corporation

By: 
(Signature)

Donald R. Fritz, P.E.
(Print or Type Name)

Title: President

Address: 1312 Creasy Springs Road

City, State, Zip: Columbia, MO 65202

Phone: 573-443-2488

Fax: 573-443-3469

Date: February 21, 2008

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: J. Louis Crum Corporation
2. Business Address: 1312 Creasy Springs Road, Columbia, MO 65202
3. When Organized: 1924
4. When Incorporated: 1958
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:
84 years
7. If you have done business under a different name, please give name and location:
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: N/A
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each:
See attached list
12. List of projects currently in progress: See attached list

* Attach additional sheets as necessary *

J. LOUIS CRUM CORPORATION
MAJOR CONTRACTS ON HAND

PROJECT	OWNER	ARCHITECT/ENGINEER	AMOUNT	COMPLETION
1803, Replace HVAC System at Biggs, Fulton Hospital	State of Missouri	Montgomery Engineering	\$ 4,853,907	99%
1817, Clinical Support and Education Building	University of Missouri	ACI Boland/KJWW Engrs	\$ 2,873,300	98%
1821, Recovery/O.R. Renovation, Regional Hospital	University of Missouri	ARCHIMAGES	\$ 703,612	99%
1824, Research Reactor Center	University of Missouri	Ross & Baruzzini	\$ 1,331,937	99%
1829, Pershing Memorial Hospital Addition	Pershing Memorial Hospital	Wms, Spurgeon, Kuhl	\$ 1,985,362	78%
1830, Schweitzer Hall Addition	University of Missouri	GLPM Architects	\$ 1,863,446	98%
1832, Biocontainment Facility	University of Missouri	PGAV Architects	\$ 5,072,861	85%
1834, Replace Chiller, Environmental Control	State of Missouri	Frymire, Mahoney, Sallee	\$ 655,883	99%
1838, Replace Boilers/Chiller, Moberly Prison	State of Missouri	EDM, Incorporated	\$ 3,149,025	5%
1839, Natatorium HVAC Replacement, Hickman H.S.	Columbia Public Schools	DLR Group	\$ 491,651	0%
1840, Replace Chillers, Carne Francke Drive	University of Missouri	Ross & Baruzzini	\$150,280.00	0%
1841, High School Gymnasium HVAC Improvements	Jefferson City Public Schools	Mallicoat-Winslow Engrs	\$296,895.00	0%
1842, Wastewater Clarifiers, Truesdale Coca Cola	Coca Cola	E.T. Archer Corporation	\$228,538.00	0%

MAJOR PROJECTS COMPLETED IN PAST FIVE YEARS

PROJECT	OWNER	CONSULTANT	AMOUNT	COMPLETION
1739, Power Plant Water Treatment Replacement	University of Missouri	Rogers-Schmidt Engineering	\$3,215,776	Mar-02
1753, Extend Utility Tunnel at Power Plant	University of Missouri	Rogers-Schmidt Engineering	\$1,362,391	Feb-02
1754, Aerator & Pump, Water Treatment Plant	City of Columbia	Sverdrup Associates	\$272,832	Jan-02
1763, Johnson County Criminal Justice Center	Johnson County Commission	ACI/Boland	\$1,538,433	May-03
1765, Veterinary Medicine 2nd Floor Renovation	University of Missouri	Lawrence Group	\$492,497	May-03
1766, Scruggs University Center Renovation	Lincoln University	WRS Associates	\$1,436,139	May-03
1767, Elementary & Middle Schools Renovation	California School District	Sam A. Winn Associates	\$683,785	Apr-03
1768, Piping Package No. 12	Unilever	Whiting-Turner Contracting Co.	\$1,722,633	Mar-03
1769, Stephens Hall Renovation	University of Missouri	GLPM Architects	\$528,105	Apr-03
1770, Power Plant Infrastructure for (4) Air Handlers	Boone Hospital Center	CM Engineering	\$335,131	Apr-03
1771, Magruder Hall Renovation	Truman State University	HOK	\$9,527,562	Mar-06
1772, HVAC System in Elementary & Middle Schools	Fayette School District	J. Louis Crum Corporation	\$296,447	Feb-03
1773, HVAC System, Engineering Building West	University of Missouri	MU Planning & Design	\$886,831	Mar-03
1774, South Pump Station, Replace Pump & Reservoir	City of Columbia	Sverdrup Associates	\$287,597	Jun-03
1775, Trinity Presbyterian Church Renovation	Trinity Presbyterian Church	Simon Oswald Associates	\$58,709	Apr-03
1776, Mexico Spec Building	City of Mexico	Septagon Construction	\$106,500	Feb-03
1777, Ashland High School Addition	Ashland School District	J. Louis Crum Corporation	\$438,961	Sep-03
1778, Moniteau County School Addition	Moniteau County Schools	Curtiss-Manes-Schulte	\$484,193	Jan-04
1779, Ashland High School Dehumidification	Ashland School District	J. Louis Crum Corporation	\$242,370	Dec-03
1780, Replace Laundry Equipment, Fulton State Hosp.	State of Missouri	Esterly, Schneider	\$608,789	Jul-03
1781, Extend Chilled Water to Dobbs Hall	University of Missouri	Trabue, Hansen, Hinshaw	\$261,989	May-03
1782, First Baptist Church Renovation	First Baptist Church	Septagon Construction	\$667,000	Oct-03
1783, Residence Halls Critical Measures	University of Missouri	McClure Engineering	\$288,114	Feb-04
1784, Tucker Hall, Replace 4th Floor Air Handler	University of Missouri	MU Planning & Design	\$98,986	Jul-03
1785, Moberly Towers HVAC System Modifications	Moberly Housing Authority	CM Engineering	\$211,832	Nov-03
1786, Brewer Fieldhouse Addition	University of Missouri	Hastings & Chivetta	\$7,960,384	Mar-06
1787, Air Condiiton Columbia Catholic School	Our Lady of Lourdes Church	J. Louis Crum Corporation	\$524,672	Apr-04
1788, Chilled Water Extensions	University of Missouri	Ross & Baruzzini	\$777,939	Aug-04
1789, O.R. Air Handling Unit Upgrade	Boone Hospital Center	Peckham & Wright	\$511,420	Dec-04
1790, Memorial Union Energy Conservation	University of Missouri	Ross & Baruzzini	\$561,686	Dec-04
1791, Ellis Library, Convert HVAC to VAV	University of Missouri	Ross & Baruzzini	\$858,614	Feb-05
1792, Steam & Condensate Lines from Arena	University of Missouri	Rogers-Schmidt Engineering	\$2,934,556	Jun-06
1793, Arts & Science Replace 7 Air Handlers	University of Missouri	MU Planning & Design	\$348,042	Dec-04

MAJOR PROJECTS COMPLETED IN PAST FIVE YEARS

PROJECT	OWNER	CONSULTANT	AMOUNT	COMPLETION
1794, Animal Science Research Center AHU's	University of Missouri	MU Planning & Design	\$365,775	Feb-05
1795, Mid-Missouri Mental Health, Air Handlers	State of Missouri	Mallcoat-Winslow Engineers	\$397,194	Jun-05
1796, Research Reactor Radwaste Upgrade	University of Missouri	Enercon Services	\$240,388	May-06
1797, Steam Tunnel Abatement & Demolition	State of Missouri	Missouri Design Services	\$178,998	Feb-05
1798, Critical Care Heat Pipe System	University of Missouri	CM Engineering	\$164,802	Aug-05
1799, Upgrade Central Campus Utilities	University of Missouri	Hennemman, Rautfelsen	\$518,121	Nov-05
1800, Lefevre Hall Renovation	University of Missouri	MU Planning & Design	\$83,288	Feb-06
1801, Water Treatment Plant Expansion	City of Columbia	Jacobs Civil Group	\$1,339,271	6-Oct
1802, Rollins Dining Facility	University of Missouri	ARCTURIS	\$34,506	Jan-06
1804, South Well, Mechanical/Electrical	University of Missouri	Ross & Baruzzini	\$766,316	Sep-06
1805, Battenfeld Technology	Midway Arms	CM Engineering	\$167,453	Jun-06
1806, Chilled Water Loop to Research Park	University of Missouri	Trabue, Hansen, Hinshaw	\$613,705	Mar-06
1807, Replace Steam Boiler	Lady of Lourdes Church	J. Louis Crum Corporation	\$70,000	May-06
1808, Boiler Replacement	Stephens College	J. Louis Crum Corporation	\$157,890	Jul-06
1809, Water Main Installation	Heritage Meadows	City of New Bloomfield	\$95,921	Jan-06
1810, Upgrade Electrical Distribution	VA Hospital	Ross & Baruzzini	\$170,130	Apr-07
1811, Water Treatment Plant Improvements	Clarence Cannon Dam	Bartlett & West Engineers	\$1,917,372	Oct-07
1812, Mumford Hall, Install AHU #1	University of Missouri	MU Planning & Design	\$277,389	Jan-07
1813, Research Reactor, Coolant System	University of Missouri	Black & Veatch	\$220,340	Jan-07
1814, Domestic & Chilled Water to Telecom	University of Missouri	Trabue, Hansen, Hinshaw	\$456,308	Nov-06
1815, Underground Waste Drains	Missouri Ethanol	Broin and Associates	\$98,760	Jul-06
1816, Fluid Cooler at Keene Medical Building	Columbia Regional Hospital	J. Louis Crum Corporation	\$150,086	May-06
1818, Wastewater Treatment Plant	City of Columbia	J. Louis Crum Corporation	\$102,928	7-Oct
1819, HVAC & Piping Renovation	Central Methodist University	CM Engineering	\$299,886	Feb-07
1820, Student Center/Brady Commons Site	University of Missouri	Mackey-Mitchell Assoc.	\$242,028	May-07
1822, Boiler & Piping Replacement	Boone County Bank	CM Engineering	\$189,647	Feb-07
1823, Family Life Center	Broadway Christian Church	Timberlake Engineering	\$92,850	Jun-07
1825, Medical Science Chiller Replacement	University of Missouri	Ross & Baruzzini	\$1,046,555	Jun-07
1826, Boiler Replacement	US Geological Services	J. Louis Crum Corporation	\$79,585	Nov-06
1827, Modify Boiler Plant, Tipton Prison	State of Missouri	Smith & Boucher	\$201,265	Dec-07
1828, Dutton Research Renovation	University of Missouri	MU Planning & Design	\$49,021	May-07
1831, Boiler & Piping, Phase 2	Boone County Bank	CM Engineering	\$36,476	Apr-07
1833, Replace Cooling Tower on Library	Central Methodist University	J. Louis Crum Corporation	\$33,147	Nov-07

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated *February 21,* , 2008
Name of individual, all partners, or joint ventures:

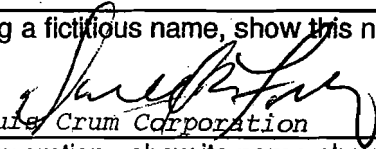
Address of each:

doing business under the name of:

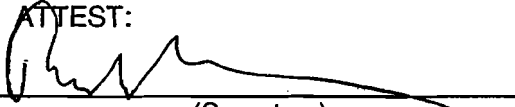
Address of principal place of business in Missouri:

1312 Creasy Springs Road, Columbia, MO 65202

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


J. Louis Crum Corporation
(If a corporation - show its name above)

ATTEST:



(Secretary)
Russell F. DeVenney, Jr.

Secretary/Treasurer

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Boone

On this 21st day of February, 20 08

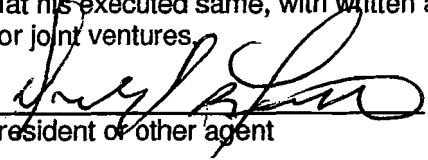
before me appeared Donald R. Fritz to me personally known, who, being by me first duly sworn, did say that he executed the foregoing bid response with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder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

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

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

(If a corporation) that he is the

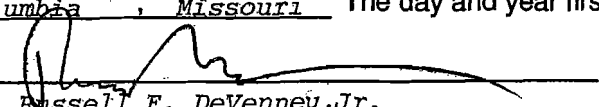
President


President of other agent

of J. Louis Crum Corporation; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Columbia, Missouri The day and year first above written.

(SEAL)


Russell F. DeVenney, Jr.

Notary Public

My Commission expires February 14, 20 10.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **J. LOUIS CRUM CORPORATION**
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **LIBERTY MUTUAL INSURANCE COMPANY**
(Here insert full name and address or legal title of Surety)

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

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

FIVE PERCENT OF AMOUNT BID Dollars (\$ **(5%)**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Bid #05-21FEB08, Installation of tank Insulation - Boone County**
(Here insert full name, address and description of project)

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

Signed and sealed this **21st** day of **February, 2008**

(Witness)
Russell F. DeVenney, Jr.
Secretary/Treasurer

J. LOUIS CRUM CORPORATION
(Principal) (Seal)

Donald R. Fritz (Title) President

(Witness)

LIBERTY MUTUAL INSURANCE COMPANY
(Surety) (Seal)

(Title)
ATTORNEY-IN-FACT

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **MICHAEL P. FAGAN, PEGGY JO FARQUHAR, KIMBERLY R. HALL, MICHAEL F. SIKORA, LESLIE H. ZORNES, ALL OF THE CITY OF LEAWOOD, STATE OF KANSAS**

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100** DOLLARS (\$ **25,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of May

2007

LIBERTY MUTUAL INSURANCE COMPANY

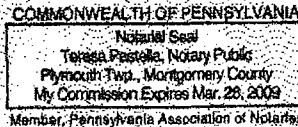
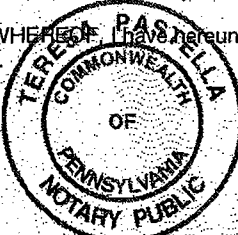
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 21st day of February, 2009.



By David M. Carey
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

MALICOAT-WINSLOW ENGINEERS, P.C.

5649 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9687

H. JUDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS

email: info@mwengrs.com
Fax: 573-875-1305

February 19, 2008

Re: Bid Number: 05-21FEB08 - Addendum #3

CLARIFICATIONS

	Sand Blast	Prime	Paint	Insulate
Tank #1	X	X		X
Tank #2				X
Tank #3	X	X		X
Tank #4	X	X		X
Tank #5	X	X	X	
Tank #6	X	X	X	
Tank #7	X	X	X	
Tank #8	X	X	X	
Tank #9	X	X	X	
Fuel Tank	X	X	X	

MALICOAT-WINSLOW ENGINEERS, P.C.
5849 NORTH CLEARVIEW ROAD
COLUMBIA, MISSOURI 65202-9887

FREDDIE L. MALICOAT, P.E.
573-875-1300 EXT 22

MECHANICAL AND ELECTRICAL ENGINEERS
email: info@mwengrs.com
Fax: 573-875-1305

February 13, 2008

Re: Bid Number: 05-21FEB08 - Addendum #2

- Item 1. Omit general note #13 on Plan Sheet M1.
- Item 2. Omit all boilers and related gas piping to boilers and unit heater.
- Item 3. Add: tanks #8, and #9, to be sandblasted, primed, and painted.
- Item 4. Add: tanks #1, #3, #4, and #5, to be sandblasted, and primed.
- Item 5. See revised bid form.
- Item 6. Use a urethane top coat, compatible with primer, for painted tanks.
- Item 7. Prime and paint cat walks and rails with same paint as tanks.

BID FORM
Boone County Public Works Installation of Tank Insulation

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following price for the Boone County Public Works Installation of Tank Insulation project:	
Description	Price
Base Bid	\$
After Notice to Proceed is issued, contractor will begin work on this project within _____ days.	_____ days
Project will be completed within _____ business days after first day of work commencement.	_____ days

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____



BOONE COUNTY, MISSOURI
Request for Bid #05-21FEB08 – Boone County Public Works - Installation of Tank Insulation

ADDENDUM #1 - Issued February 4, 2008

This addendum is issued in accordance with the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **MUST** be acknowledged and submitted with Offeror's *Revised Bid Form and related submittals*.

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. Replace Request for Bid for Boone County Public Works – Installation of Tank Insulation dated January 31, 2008 with attached revised Request for Bid for Boone County Public Works – Installation of Tank Insulation dated February 4, 2008.
- II. Bids are still due by 1:15 p.m. on February 21, 2008 at the Boone County Purchasing Office, 601 E. Walnut, Room 209. Bids will be opened shortly after 1:30 p.m. in the Boone County Commission Meeting, Boone County Government Center, 801 E. Walnut, Columbia, MO. **Note: No bids will be accepted past 1:15 p.m.**

By: _____


Melinda Bobbitt, CPPB
Purchasing Director

OFFEROR has examined copy of Addendum #1 to Request for Bid # 05-21FEB08 – Boone County Public Works - Installation of Tank Insulation, receipt of which is hereby acknowledged:

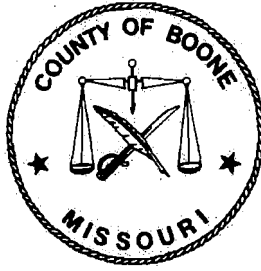
Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY PUBLIC WORKS INSTALLATION OF TANK INSULATION

REQUEST FOR BID

Bid Number: 05-21FEB08

BOONE COUNTY COMMISSION

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

PUBLIC WORKS

Chip Estabrooks, Manager, Public Works Maintenance and Operations
David Mink, P.E., Public Works Director

**Boone County Purchasing
601 E. Walnut Street, Room 209
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: MBobbitt@boonecountymo.org**

2/4/2008

INDEX - CONTRACT DOCUMENTS

Notice To Bidders
Bid Response
Statement of Bidder's Qualifications
Instructions to Bidders
Bid Form
Anti-Collusion Statement
Signature and Identity of Bidder
Bidder's Acknowledgment
Insurance Requirements
Contract Conditions
Sales/Use Tax Exemption
Warranty and Guarantee
Subcontractors, Suppliers, and Others
Contract Agreement
Performance Bond
Labor and Material Payment Bond
Technical Specifications
Affidavit--Prevailing Wage
State Prevailing Wage Rates
Boone County Standard Terms and Conditions
Plan Sheet
Prevailing Wage Order #14
Section 09900 - Painting and Protective Coatings

***For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided at the time of the contract award.**

NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for

05-21FEB08 Boone County Public Works Installation of Tank Insulation

Scope of Project Construction: The furnishing and installation of tank insulation, boilers, painting, etc., for the Boone County Public Works South Facility.

Sealed bids will be accepted until 1:15 pm on February 21, 2008 at the Boone County Purchasing Office, 601 E. Walnut, Room 209, Columbia, Missouri, 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids will be publicly opened after 1:15 pm on February 21, 2008 in the Boone County Commission Chambers, 801 E. Walnut, Columbia, MO 65201.

A NON-MANDATORY Pre-Bid Conference will be held at 10:00 a.m. on Thursday, February 7, 2008 at the Boone County Public Works South Facility at 5551 Highway 63 South, Columbia, MO 65201. All potential bidders are strongly encouraged to attend.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not; and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Bid responses must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

Request for Bid and Plans may be obtained from Boone County Purchasing, 601 East Walnut, Room 209, Columbia, Missouri 65201, Telephone: (573) 886-4392. The current Prevailing Wage Statement can be viewed and downloaded from www.showmeboone.com/purchasing. Click on Current Prevailing Wage. If you can not view/download this bid, tabulation, and/or current prevailing wage, contact Boone County Purchasing, located at 601 E. Walnut, Room 209, Columbia, Missouri 65201, telephone (573) 886-4392, or fax (573) 886-4390 for copies.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **05-21FEB08 Boone County Public Works Installation of Tank Insulation**

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

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

SECTION I

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the **Boone County Public Works Installation of Tank Insulation** project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda if any, shall be signed and attached to the bid response submitted and considered a part of the contract.

Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten days thereafter Owner shall deliver one fully signed counterpart to Contractor.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof seven working days prior to the submittal of bid. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bid Response,
2. Statement of Bidder's Qualifications,
3. Bidding Forms,
4. Anti-Collusion Statement,
5. Signature and Identity of Bidder,
6. Bidder's Acknowledgment,
7. *Performance Bond, and
8. *Labor and Material Payment Bond.

***FOR THE SUCCESSFUL BIDDER, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED AT THE TIME OF CONTRACT AWARD.**

BID FORM

Boone County Public Works Installation of Tank Insulation

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following price for the Boone County Public Works Installation of Tank Insulation project:	
Description	Price
Base Bid	
Installation of boilers and all gas piping	\$
Installation of tank insulation - Tank 1	\$
Installation of tank insulation - Tank 2	\$
Installation of tank insulation - Tank 3	\$
Installation of tank insulation - Tank 4	\$
Cleaning and Painting of tanks - Tank 5, 6, 7, and fuel tank	\$
TOTAL	\$
After Notice to Proceed is issued, contractor will begin work on this project within _____ days.	_____ days
Project will be completed within _____ business days after first day of work commencement.	_____ days

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP _____

PHONE NUMBER: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____

(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

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

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

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

(If a corporation - show its name above)

ATTEST:

(Secretary)

(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

of _____; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at _____, _____ The day and year first above written.

(SEAL) _____ Notary Public

My Commission expires _____, 20 _____.

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Facility Maintenance Department.

"Director" shall mean the Director of Boone County Public Works or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received there under by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

SHOP DRAWINGS: Shall be submitted to the Architect for approval. The Contractor shall be responsible for quantities and dimensions. The Contractor shall check all shop drawings prior to submission to the Architect.

SITE CONDITIONS: Prior to bidding, all Contractors shall visit the site and become familiar with all existing conditions, which will affect construction procedures and scope of work required as part of this Section.

OPERATING INSTRUCTIONS AND MAINTENANCE DATA: Upon completion and acceptance of the work by the Owner, the Contractor shall provide an experienced Engineer to instruct the Owner's operators in operation of entire installation. Instruction period shall be for a period of one (1) eight-hour working day. Contractor shall provide four (4) sets of 8 1/2" x 11" typed operating and maintenance instructions. Sample maintenance instructions will be provided by Engineer upon request. Contractor shall also include wiring diagrams of all controls in each set of maintenance instructions.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

SALES/USE TAX EXEMPTION

SALES TAX EXEMPTION PROCEDURE: County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and _____ (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 proposal designated and marked:

Boone County Public Works Tank Insulation

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Response,
3. Statement of Bidder's Qualifications,
4. Instructions to Bidders,
5. Bid Form,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment,
9. Insurance Requirements,
10. Contract Conditions,
11. Sales/Use Tax Exemption,
12. Warranty and Guarantee,
13. Subcontractors, Suppliers, and Others,
14. Contract Agreement,
15. Performance Bond,
16. Labor and Material Payment Bond,
17. Technical Specifications,
18. Affidavit—Prevailing Wage,
19. State Prevailing Wage Rates,
20. Boone County Standard Terms and Conditions
21. Plan Sheet
22. Prevailing Wage Order #14
23. Section 09900 - Painting and Protective Coatings

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 bid response 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 agents 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 workmen 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 Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman 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 pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. And rules and regulations issued there under 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 and state laws and regulations and local ordinances and that he will comply and cause each of his 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 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. Also, 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 he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor 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:

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 _____ at
Columbia, Missouri. _____ (Date)

CONTRACTOR:

OWNER, BOONE COUNTY, MISSOURI

By: _____
Authorized Representative Signature

By: _____
Kenneth M. Pearson, Presiding Commissioner

By: _____
Authorized Representative Printed Name
Title: _____

ATTEST:

Approved as to Legal Form:

Wendy Noren
Boone County Clerk

John Patton
Boone County Counselor

Auditor Certification:

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

Signature

Date

Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ 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:

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Boone County Public Works Tank Insulation

in accordance with plans and specifications prepared by the County of Boone Public Works 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 there under, 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 there under, the Surety may promptly remedy the default, or shall promptly:

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

Any suit under this bond must be instituted before the expiration of two 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 _____ on this _____ day of _____, 20 _____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in
the amount of _____ 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 No. 05-21FEB08
Boone County Public Works Tank Insulation**

in accordance with drawing and 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 90 days after
the date on which the last of such claimant's work or labor was done or performed, or materials were
furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final
judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner
shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within 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 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.

(M)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

_____, on this _____ day of _____, 20_____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

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)

^FFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County _____ of _____

State of _____, personally came and appeared _____ of the _____ (name and title)

_____ (a corporation) (a partnership) (a proprietorship) (name of company)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

_____ located at _____ (name of project) _____ in _____ County, _____ (name of institution)

Missouri and completed on the _____ day of _____, 20 _____

Signature

Subscribed and sworn to me this _____ day of _____, 20 _____

My commission expires _____, 20 _____

Notary Public

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

RECORDS: The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, ten dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The attached prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

APPENDIX B

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

Standard Terms and Conditions

Melinda Bobbitt, Director of Purchasing
(573) 886-4391 – 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 Quotation 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 quotation 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 the County is exempted from them by law.
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. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.

APPENDIX C

Plan Sheet – See Attached

M1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 03/04/08
PRODUCER FEDERATED MUTUAL INSURANCE COMPANY Home Office: P.O. Box 328 Owatonna, MN 55060 Phone: 1-888-333-4949				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.		
				COMPANIES AFFORDING COVERAGE		
INSURED J LOUIS CRUM CORPORATION PO BOX 1285 COLUMBIA MO 65205		039-532-7		COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY		
				COMPANY B		
				COMPANY C		
				COMPANY D		
COVERAGES						
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CD LTR	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 OWNER'S & CONTRACTOR'S PROT	9172716	12/31/07	12/31/08	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
	MED EXP (Any one person)	\$				
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	9172716	12/31/07	12/31/08	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9172717	12/31/07	12/31/08	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	9274372	12/31/07	12/31/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	\$
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
	OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS PROJECT # 05-21FEB08 INSTALLATION OF TANK INSULATION.						
CERTIFICATE HOLDER 0385327 BOONE COUNTY PURCHASING ROOM #209 601 E WALNUT COLUMBIA MO 65201			CANCELLATION 429 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPDGE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i> PRESIDENT ACORD CORPORATION 1991			
ACORD 25 (9/95)						

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
J. LOUIS CRUM CORPORATION 1312 N. CREAMY SPRINGS ROAD, COLUMBIA, MISSOURI 65202

as Principal, hereinafter called Contractor, and LIBERTY MUTUAL INSURANCE COMPANY
6800 COLLEGE BOULEVARD, OVERLAND PARK, KANSAS 66211
a Corporation, organized under the laws of the State of MASSACHUSETTS
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called
Owner, in the amount of ONE HUNDRED TWENTY ONE THOUSAND FOUR HUNDREDSIXTY 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 05-21FEB08
Installation of Tank Insulation
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at LEAWOOD, KANSAS, on this 3rd day of MARCH, 2008.

J. LOUIS CRUM CORPORATION

(Contractor)

(SEAL)

BY: *D. Scott Fritz*

D. Scott Fritz, Vice President

LIBERTY MUTUAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: *Mike Fagan*

(Attorney-In-Fact)

BY: *Leslie Jones*

(Missouri Representative)

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MICHAEL P. FAGAN, PEGGY JO FARQUHAR, KIMBERLY R. HALL, MICHAEL F. SIKORA, LESLIE H. ZORNES, ALL OF THE CITY OF LEAWOOD, STATE OF KANSAS

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of May, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

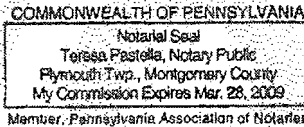
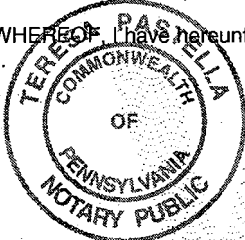


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or resit value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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 LEAWOOD, KANSAS on this 3rd day of MARCH 20 08.

CONTRACTOR J. LOUIS CRIM CORPORATION (SEAL)

BY: D. Scott Fritz
D. Scott Fritz, Vice President

SURETY COMPANY LIBERTY MUTUAL INSURANCE COMPANY

BY: Mike Ferguson
(Attorney-In-Fact)

BY: Leslie Jones
(Missouri Representative)

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint MICHAEL P. FAGAN, PEGGY JO FARQUHAR, KIMBERLY R. HALL, MICHAEL F. SIKORA, LESLIE H. ZORNES, ALL OF THE CITY OF LEAWOOD, STATE OF KANSAS

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100 DOLLARS (\$ 25,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

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

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

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

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

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

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of May, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

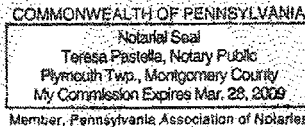
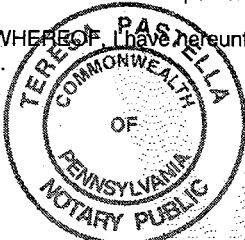
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of May, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 3rd day of March, 2008.

Signature of David M. Carey, dated 2008.



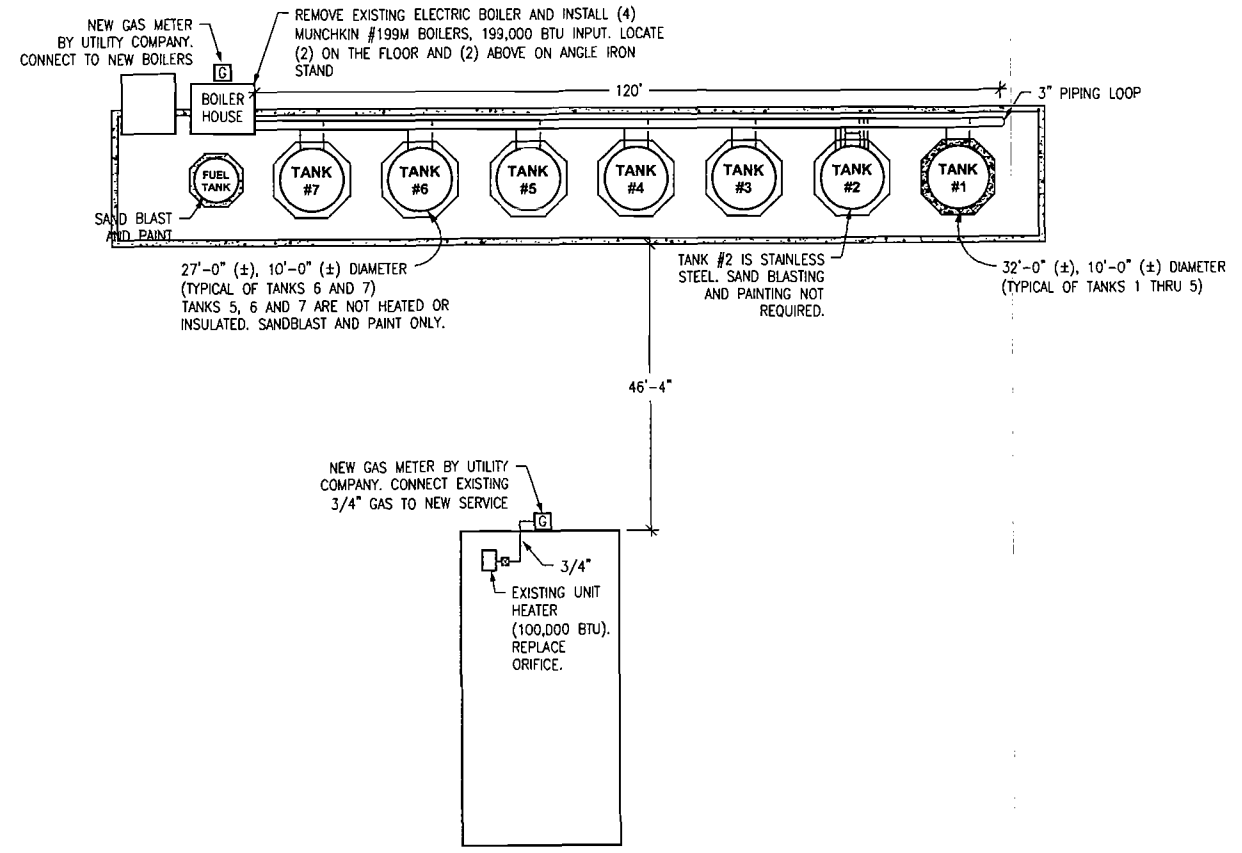
By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residential value guarantees.

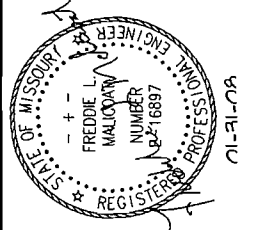
To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

10707215107215.dwg, 1/31/2008 3:19:38 PM, Scott R

- | | | |
|---|--|---|
| <p>GENERAL NOTES:</p> <ol style="list-style-type: none"> INSULATE PIPING WITH 2" FIBERGLASS AND .016 ALUMINUM. INSULATE TANK BODIES WITH 3" MINERAL WOOL PIPE AND TANK. 9"x3" FOAMGLASS AROUND BASE FOR WATER WICKING. LAG BODIES WITH .016 CORRUGATED, STUCCO EMBOSSED ALUMINUM. 3/4" BANDS EVERY 2'-0" AROUND BODIES. 3" CALCIUM SILICATE BLOCK INSULATION FOR TANK HEADS. | <ol style="list-style-type: none"> LAG HEADS WITH .032 STUCCO EMBOSSED ALUMINUM. REMOVE / REPLACE WALKWAY AND KICKPLATES ON TOPS OF TANKS. REMOVE / REPLACE ELECTRICAL CONDUIT FOR LIGHTS AFFIXED TO TANKS. SAND BLAST TANKS TO STEEL STRUCTURES PAINTING COUNCIL #SSPC-SPC (COMMERCIAL BLAST). PRIMER COAT SHALL HAVE MINIMUM THICKNESS OF 1.5 MILS. ALL WORK SHALL CONFORM TO BOONE COUNTY BUILDING CODES AND ALL APPLICABLE STATE AND FEDERAL LAWS. | <ol style="list-style-type: none"> COORDINATE ALL WORK WITH BOONE ELECTRIC. ALL REMOVED ITEMS, EQUIPMENT, BOILER ETC., SHALL BE RETURNED TO OWNER OR DISPOSED OF IN A LEGAL MANNER. ALL VALVES, TEMPERATURE GAUGES, LEVEL GAUGES TO BE RE-WORKED AND EXTENDED AS REQUIRED. PROVIDE ACCESS FOR INSPECTIONS PLATES. |
|---|--|---|



1 STORAGE TANK IMPROVEMENT PLAN
 M1 SCALE: 1"=20'-0"



BOONE CO. PUBLIC WORKS
 COLUMBIA, MISSOURI

MALICOAT - WINSLOW ENGINEERS P.C.
 5649 N. CLEARVIEW ROAD
 COLUMBIA, MISSOURI 65202
 TEL 571-875-1300
 FAX 571-875-1305
 email: info@malicogrs.com

CONTRACTOR SHALL CHECK & VERIFY ALL DIMENSIONS & CONDITIONS AT JOB SITE.
 FREDDIE L. MALICOAT P.E.

DATE :	01-31-08
REVISIONS :	
TITLE :	STORAGE TANK PLAN
SHEET :	M1 OF M1
PROJECT :	07215

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


27th day of March 20 08

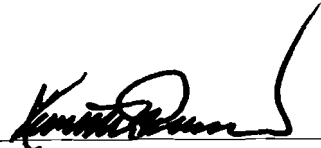
the following, among other proceedings, were had, viz:

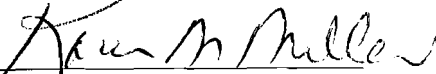
Now on this day, the County Commission of the County of Boone does hereby award bid 09-28FEB08 – Data and Telephone Terminations to CenturyTel of Missouri, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

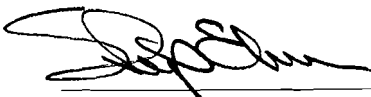
Done this 27th day of March, 2008.

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 27th 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, pursuant to Chapter 139 RSMo, does hereby authorize the Boone County Collector, Patricia S. Lensmeyer, for the 2002 tax bill year, to strike from the delinquent tax rolls property tax balances on real estate and personal property as follows:

State	\$	616.80
County	\$	5,126.54
School Districts	\$	95,928.59
Cities	\$	6,643.54
Fire Districts	\$	5,462.69
Library Districts	\$	9,041.49
Surtax	\$	33.45
Common Road	\$	998.19
Centralia Common Road	\$	31.65
Total	\$	<u>123,882.94</u>

These 2002 real estate and personal property taxes are stricken for the following reasons:

- After due diligence, the collector cannot locate the owners and said personal property taxes are beyond the 3 year statutory limitation to file civil action against the owners of record should the owners be located; or
- Bankruptcy proceedings have intervened making the balances due uncollectible; or,
- The real estate property was not subject to taxation after being acquired by a tax exempt owner after January 1 of the taxable year.

The above total of \$123,882.94 breaks out as follows:

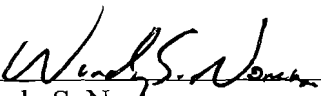
- Personal property \$ 119,247.92
- Bankruptcy \$ 408.22 – all personal property
- Tax exempt acquisitions \$ 4,226.80 – all real estate

The following tax amounts represent 2001 and prior tax bills that were previously stricken from the delinquent tax rolls in Boone County. The tax amounts were added back to the delinquent tax rolls, and collected and distributed to the taxing entities during the period of March 1, 2007 through February 29, 2008.

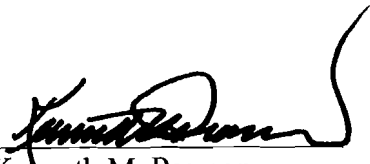
State	\$	20.74
County	\$	172.62
School Districts	\$	3,305.60
Cities	\$	53.16
Fire Districts	\$	477.10
Library Districts	\$	248.29
Common Road	\$	<u>34.57</u>
Total	\$	4,312.08

Done this 27th day of March, 2008.

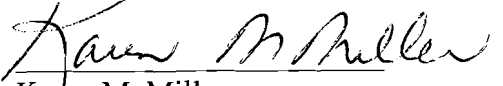
ATTEST:



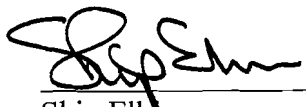
Wendy S. Noren
Clerk of the County Commission



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

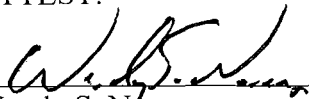
27th day of March 20 08

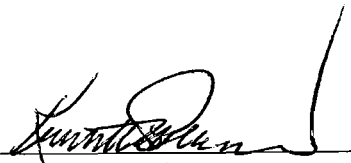
the following, among other proceedings, were had, viz:

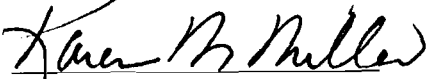
Now on this day, the County Commission of the County of Boone does hereby approve Change Order #1 for Asphalt Overlay and Roadway Drainage Improvements. It is further ordered the Presiding Commissioner is hereby authorized to sign said change order.

Done this 27th 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

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County of Boone } ea.

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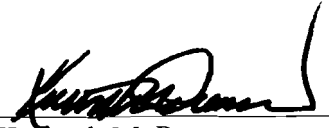
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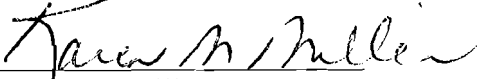
Now on this day, the County Commission of the County of Boone does hereby approve the hiring of Kerwin Crawford to Position No. 424 – Supervisor, Programming and Analysis, at 110.5% of Mid-Point.

Done this 27th 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

REQUEST TO HIRE ABOVE SALARY RANGE MID-POINT BOONE COUNTY

167-2008

Description of form: To request approval to hire between 101% - 120% of the salary range mid-point

Procedure:

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

Name of prospective employee: **Kerwin Crawford**

Department: **Information Technology**

Position Title: **Supervisor, Programming and Analysis**

Position No.: **424**

Proposed Starting Salary (complete one only) Annual: _____ % of Mid-Point _____
 OR Hourly: **\$33.65** % of Mid-Point: **110.5%**

No. of employees in this job classification within your Department? **One**

Justification (Describe the prospective employee's education and/or work experience which supports this proposed compensation level) **Mr. Crawford has 24 years of programming experience, 22 years of which is directly related to IBM Midrange Systems (AS/400). He also has a BA degree in Computer Science from Bethany College in Lindsborg, Kansas. Mr. Crawford has been working as a Programming Supervisor at a local company for the past 5 years. He has been using a similar set of development tools and applications as Boone County IT. Kerwin has experience with the integrating and supporting of RVI Imaging, Aldon Change Management System for the AS/400 and 20+ years of AS/400 operations. Kerwin has experience in supervision and project management that is directly related to AS/400 application development, maintenance and design.**

If proposed salary exceeds what other employees in the same job classification are paid, explain how the prospective employee's background exceeds others working in the same job classification: **(N/A)**

What effect, if any, will this proposal have on salary relationships with other positions in your office and/or positions in other offices? _____

Additional comments: _____

Administrative Authority's Signature: *Sean Hill* Date: 03/26/08

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

Auditor's Signature: *Karen Frederick* Date: 3/26/08

On-going cost to future year budgets = \$33.65 less \$30.45 (FY08 budget) = \$3.20/hr x 2080 hrs = \$6656 + benefits

Human Resource Director's Recommendations: *Recommend approval based on justification provided above.*

Human Resource Director's Signature: *Betty Dickreite* Date: 3-27-08

County Commission Approve Deny
 Comment(s): _____

Presiding Commissioner's Signature: *[Signature]* Date: 3/30/08
 District I Commissioner's Signature: *Karen M. Miller* Date: 3/31/08
 District II Commissioner's Signature: *[Signature]* Date: 3/31/08

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 08

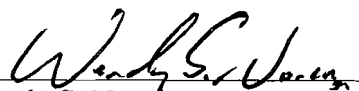
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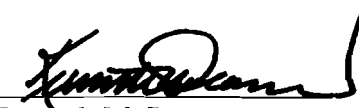
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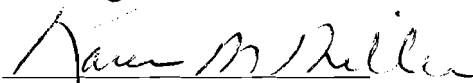
Now on this day the County Commission of the County of Boone does hereby approve the Fiscal Year 2008 Child Support Enforcement Cooperative Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said agreement.

Done this 27th 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

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STATE OF MISSOURI }
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March Session of the January Adjourned

Term. 20 08

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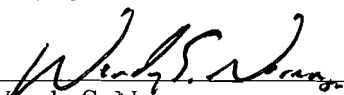
27th day of March 20 08

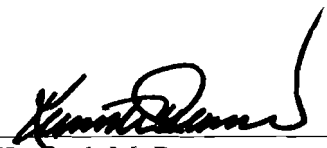
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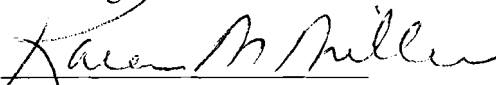
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Wednesday, April 2, 2008, at 9:00 a.m. The meeting will be held in Room 243 of the Roger B Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized by 610.021 (3) RSMo to discuss the hiring, firing, disciplining or promoting of particular employee by a public governmental body when personal information about the employee is discussed or recorded.

Done this 27th 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