

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 22<sup>nd</sup> day of May 2007

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 1909 E. Gans Road Columbia, Missouri.

Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

Wendy S Noren  
Wendy S Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF  
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement	)	May Session
1909 E. Gans Road	)	April Adjourned
	)	Term 2007
	)	Commission Order No. <u>207-2007</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 22nd day of May, 2007, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: broken furniture, lumber, tin, steel, trash, rubbish and garbage
4. The location of the public nuisance is as follows: 1909 E. Gans Road, Columbia, MO, a/k/a parcel# 17-703-31-00-008.13 01, Part of the SW SE Survey as shown by deed book 0620 page 0396, Tract 11 except part to the road, Section 31, Township 48, Range 12 as shown by deed book 1128 page 0352, Boone County
5. The specific violation of the Code is: broken furniture, lumber, tin, steel, trash, rubbish and garbage in violation of section 6.5 of the Code
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public

nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so.

**Order For Abatement Chargeable As a Special Assessment To The Property**

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

**WITNESS** the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri  
By Boone County Commission

  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

  
\_\_\_\_\_  
Boone County Clerk

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May Session of the April Adjourned

Term. 20 07


In the County Commission of said county, on the 22<sup>nd</sup> day of May 20 07

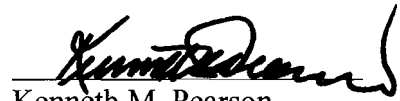
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the request from the Information Technology Department, as outlined in the attached memo, for a new PC in the Sheriff's Department.

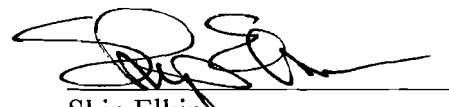
Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

208 2007



# BOONE COUNTY

## Department of Information Technology

ROGER B. WILSON BOONE COUNTY GOVERNMENT CENTER  
801 E. Walnut, Room 221  
Columbia, MO 65201-4890  
573-886-4315

Michael H. Mallicoat

Director

DATE: May 17, 2007  
TO: Ken Pearson, Presiding Commissioner  
Karen Miller, District I Commissioner  
Skip Elkin, District II Commissioner  
FROM: Michael Mallicoat  
SUBJECT: Request for Personal Computer for Sheriff's Department

The Sheriff's Department has requested a new PC for Lt. Atwell. The ballot counting PC in the Clerk's Office will not be replaced this year, although it was budgeted. Therefore, I recommend we use those budgeted dollars for this new request from the Sheriff. The net effect is that this will add one (1) PC to the total inventory. Following are 2 e-mails with the details of this request:

---

**From:** Keith Hoskins  
**To:** Michael Mallicoat  
**Date:** 4/11/2007 11:23 AM  
**Subject:** Justification for additional computer

Just to explain as to why we need an additional computer for the corrections Sergeant's Office.

Lt. Atwell and Lt. Hoskins have been sharing the same computer for the last several years and with the movement of Lt. Atwell and Lt. Hoskins work desk, assignments and locations, that option is no longer feasible.

Therefore we need an additional computer for Lt. Atwell.

Currently Lt. Atwell is using the computer that was being used by the four corrections Sergeants. Therefore the four corrections Sergeants are without a computer to complete their work in a timely fashion and without disturbing the normal operations of the rest of the facility.

Once a new computer is received for Lt. Atwell the computer that she is using will be sent over to the corrections Sergeant's Office where the four corrections Sergeants will utilize it. The four corrections sergeants will be able to utilize one computer as they are all assigned on different squads and work at different times.

Lt. Hoskins

---

**From:** Dwayne Carey  
**To:** Michael Mallicoat  
**Date:** 4/12/2007 9:36 AM  
**Subject:** Re: Fwd: Justification for additional computer

Mike,

I do approve this request. We are so cramped back there and we came up with a temporary (temporary meaning the next ten years or so) to help relieve some of the overcrowding. At one point we have seven admin and supervisory staff sharing one office. We did some re-arranging and it has help significantly. The only problem is we moved the sergeant's out to another office and they presently don't have a computer.

Thanks as always,  
Dwayne

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STATE OF MISSOURI }  
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May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 22<sup>nd</sup> day of May 20 07

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the VOCA Grant ( \$56,582.24) for the Boone County Prosecuting Attorney's Office.

Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner

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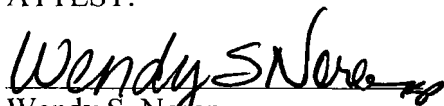
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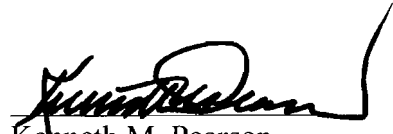
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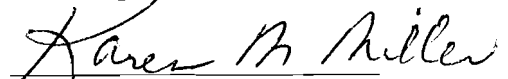
Now on this day the County Commission of the County of Boone does hereby agree and approve the request from the Boone County Public Works Department to compensate Maintenance employees for 10 hours of holiday pay for holidays which occur during the periods in which they are assigned to a workweek schedule consisting of four 10 hour days.


Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

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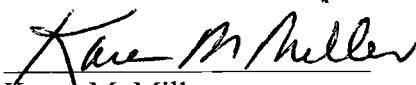
Now on this day the County Commission of the County of Boone does hereby award bid 33-10MAY07 Nashville Church Road Paving Improvements to APAC-Missouri, Inc. It is further ordered the presiding Commissioner sign said contract.


Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Kenneth M. Pearson  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **APAC-Missouri, Inc.** (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 33-10MAY07**  
**Nashville Church Road Paving Improvements**  
 Project No. 07-540  
 BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$180,878.25 for a total contract amount of \$180,878.25.

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

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

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 Eighty Thousand Eight Hundred Seventy Eight Dollars and Twenty Five Cents (\$180,878.25)**

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 22 May 07 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI  
By: [Signature]  
Kenneth M. Pearson, Presiding Commissioner

ATTEST:

Wendy Noren  
Wendy Noren, County Clerk

CONTRACTOR: APAC-Missouri, Inc.

By: [Signature]  
Authorized Representative Signature

By: Shawn A Riley  
Authorized Representative Printed Name

Title: Vice President

Approved as to Legal Form:  
[Signature]  
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.)

Jane E. Pitchford  
Signature by cyj

5/16/07  
Date

2045/71100 - \$180,878.25

Appropriation Account

**SECTION IV**

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

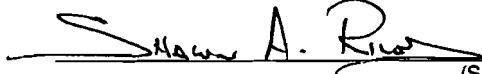
**SECTION V**

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

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

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

Firm Name: APAC-MISSOURI INC.

By:  X  
(Signature)

SHAWN A. RILEY  
(Print or Type Name)

Title: VICE PRESIDENT

Address: P.O. Box 1117

City, State, Zip: COLUMBIA, MO 65205-1117

Phone: (573) 449-0886

Fax: (573) 449-2980

Date: 5/8/07

**Revised BID FORM**  
**Nashville Church Road Paving Improvements**  
 Project No. 07-540

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

**Nashville Church Road Base Bid**

Description	Quantity	Unit	Unit Price	Extended Total
Mobilization.	1	LS	\$ 1100 <sup>00</sup>	\$ 1100 <sup>00</sup>
Traffic Control (Owner will furnish, remove, and retain edge drop MUTCD W8-9A signs. Contractor will install signs. Local Road Area.)	1	LS	300 <sup>00</sup>	300 <sup>00</sup>
Temporary Traffic Control Work Zone (Contractor will furnish, install, remove, and retain. Local Road Area.)	1	LS	600 <sup>00</sup>	600 <sup>00</sup>
Temporary Traffic Control Work Zone (Contractor will furnish, install, remove, and retain. MoDOT Road Area.)	1	LS	1000 <sup>00</sup>	1000 <sup>00</sup>
Removal (Mill Joints & Removals.)	1	LS	1600 <sup>00</sup>	1600 <sup>00</sup>
Base Failure (Blow Out) Repair	10	CY	90 <sup>00</sup>	900 <sup>00</sup>
Asphalt Paving -- Bit Base.	2,495	TON	45.30	113,023.50
Surface Asphalt Paving -- Surface Asphaltic Mix (Commercial Grade.)	1,279	TON	47.25	60,432.75
Type 1 -- Aggregate (Rolled Stone Base.)	62	TON	31.00	1,922.00
<b>Nashville Church Road Base Bid Total =</b>				<b>\$ 180,878.25</b>

**Option -- MoDot Asphalt Price Index**

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index.

Acceptance by: *Ron Walker* Date: May 9 2007

# STATE OF MISSOURI



Rebecca McDowell Cook  
Secretary of State

## CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,  
APAC-MISSOURI, INC.

USING IN MISSOURI THE NAME  
APAC-MISSOURI, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS, BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE.

NOW, THEREFORE, I, REBECCA McDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JANUARY, 1968.

  
Secretary of State



\$155.00

List of major projects currently in progress:

Rte 13 Stone Co. Concrete Paving Bridge Work \$9,000,000

Rte 72 Phelps Co. Concrete Paving, Bridge, Asphalt Paving \$9,200,000

Rte 13 Polk County Asphalt Paving and Bridge \$21,500,000

Rte 179 Cole County Asphalt Paving \$4,500,000

Rte 36 Livingston County Asphalt \$3,600,000

Rte 65 Greene County Concrete Paving, Bridge, Asphalt, Dirt, Underground Utility  
\$15,100,000

Rte 71 McDonald Concrete & Asphalt Pavement with 6 Bridges \$23,250,000

APAC-Missouri, Inc. has a \$70,000,000 backlog that extends through next year. We are very aggressive and like to complete projects well ahead of schedule if possible. We look forward to bidding work to our customers and putting those projects under contract.

To Whom it May Concern

**STATEMENT OF BIDDERS QUALIFICATIONS:**

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent(%) of work done by own staff: 80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of major projects completed in the last few years:

Dollar General Distribution Center in Fulton, MO \$1,500,000 Asphalt Paving, Base Rock  
Rte I-70 Eastbound Lanes in Columbia, MO 7 Miles Asphalt Paving \$7,000,000  
Rte 63 Boone County just South of Moberly 5 Miles of Asphalt Paving \$5,000,000  
Jefferson Commons Site Development in Columbia, MO. \$1,000,000. Dirt, Underground  
Utility, Drainage Work, Concrete Paving and Curbing, and Asphalt Paving.  
Rte 71 Newton County Construction of 12 bridges for MoDOT \$5,000,000  
Rte I-55 and Rte 32 Ste. Genevieve Co. Asphalt Paving \$7,100,000  
Rte 86 Newton County Concrete Paving \$4,500,000  
Callaway County Nuclear Power Plant Dirt Work \$315,000  
Rte I-44 Laclede Co. Concrete Pavement Replacement \$1,600,000  
City of Centralia Street reconstruction \$2,000,000  
Monett, Missouri Airport Concrete Paving \$1,300,000  
Springfield, MO Airport Concrete Paving \$1,600,000  
Rte I-70 Lafayette Co. Asphalt Paving 19 Miles \$19,200,000  
Rte I-44 Franklin Co. Asphalt Paving 15 Miles \$10,400,000  
St. Joseph, MO Airport Concrete Paving \$2,100,000



## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: APAC MISSOURI INC
2. Business Address: PO. Box 1117  
COLUMBIA, Mo. 65202
3. When Organized: 1998
4. When Incorporated: 1998
5. If not incorporated, state type of business and provide your federal tax identification number:  
61-1320131
6. Number of years engaged in contracting business under present firm name:  
8<sup>+</sup>  
4
7. If you have done business under a different name, please give name and location:  
SEE ATTACHED SHEET
8. Percent of work done by own staff: 80-85%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each:  
SEE ATTACHED SHEETS
12. List of projects currently in progress: SEE ATTACHED SHEETS

\* Attach additional sheets as necessary \*

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA

as Surety, hereinafter called the Surety, are held and firmly bound unto Boone County

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 Nashville Church Road Paving Improvements Project Number 07-540

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.

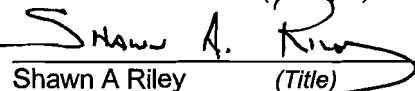
Signed and sealed this 10 day of May, 2007.

  
\_\_\_\_\_  
(Witness)

APAC-MISSOURI, INC.

(Principal)

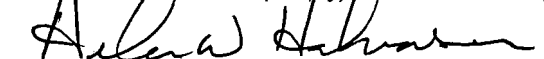
(Seal)

  
\_\_\_\_\_  
Shawn A Riley (Title) V.P.

FEDERAL INSURANCE COMPANY

(Surety)

(Seal)

  
\_\_\_\_\_  
Arlen W Halvorson (Title) Attorney-In-Fact



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

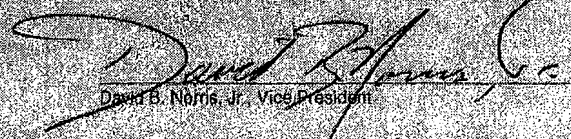
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Arlen W. Halvorson, Shawn A. Riley, John A. Pasley, Michael J. Eshleman, David B. Anderson, Rodney K. Johnson and Conrad E. Hake of Columbia, Missouri**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations) on behalf of **APAC - Missouri, Inc. (DBA - Missouri Division)** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13<sup>th</sup> day of April, 2007**

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **13<sup>th</sup> day of April, 2007**

before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof; that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies, and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in Deponent's presence.

Notarial Seal



**KATHERINE KALBACHER  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 8, 2009**

  
Notary Public

**CERTIFICATION**

Excerpt from the By-Laws of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that:

- (i) the foregoing extract of the By-Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department, further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, N.J. this **10** day of **May, 2007**



  
Kenneth C. Wendel, Assistant Secretary

**IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com**

**REQUEST FOR BID DOCUMENTS  
BOONE COUNTY, MISSOURI  
BID # 33-10MAY07 - Nashville Church Road Paving Improvements**

**ADDENDUM #1**  
(Issued May 7, 2007)

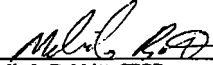
This addendum is issued in accordance with Request for Bid 33-10MAY07 - Nashville Church Road Paving Improvements and is hereby incorporated into and made a part of the bid documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bidder's attached *Revised Response Form*.

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

**BID DOCUMENTS:**

1. Boone County anticipates the project described within bid documents will be ready to pave **July 9, 2007**.
2. Price Index Option - As per MoDot Specifications, Contactor must acknowledge and state on the attached, Revised Response Page if using the price index or if waiving. See attached MoDot - 2004 specification.

By:

  
Melinda Bobbitt, CPPB  
Director of Purchasing

BIDDER has examined copy of Addendum #1 to Request for Bid #04-22FEB07 Motor Graders, receipt of which is hereby acknowledged:

Company Name: APAC-MISSOURI INC

Address: PO. BOX 1117

COLUMBIA, MO. 65205

Phone Number: 573-449-0886

Fax Number: 573-449-2980

Authorized Representative Signature: 

Date: 5-9-07

Note:

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

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

DATE	ADDENDUM NUMBER
May 7, 2007	#1

COMPANY NAME: APAC-MISSOURI, INC.

ADDRESS: P.O. Box 1117

CITY, STATE, ZIP COLUMBIA, MO 65205-1117

PHONE NUMBER: (573) 449-0886

AUTHORIZED REPRESENTATIVE: SHAWN A. RILEY

TITLE: VICE PRESIDENT

SIGNATURE: Shawn A. Riley

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF BOONE

SHAWN A. RILLY, being first duly sworn, deposes and says that he is VICE PRESIDENT  
(Title of Person Signing)

of APAC-MISSOURI, INC.  
(Name of Bidder)

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

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

By Shawn A. Rilly  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 8<sup>th</sup> day of MAY, 20 07  
Warren L. Harms  
Notary Public

My Commission Expires 3/25/10

WARREN L. HARMS  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires March 25, 2010  
Commission # 06527793

## SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated MAY 7, 2007  
Name of individual, all partners, or joint venturers:

Address of each:

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doing business under the name of:

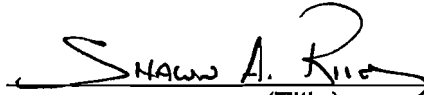
Address of principal place of business in Missouri:

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

APAC-MISSOURI, INC.  
(If a corporation - show its name above)

ATTEST:

  
Asst. (Secretary)

 V.P.  
(Title)

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

# BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of BOONE

On this 8<sup>th</sup> day of MAY, 20 07

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

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

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

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

of APAC-MISSOURI, INC.; 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) Warren L. Harms Notary Public

WARREN L. HARMS  
Notary Public - Notary Seal  
State of Missouri  
County of Boone  
My Commission Expires March 25, 2010  
Commission # 06527793

My Commission expires 3/25 20 10.



**PERFORMANCE BOND**

BOND NO. 8213-39-22

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of INDIANA  
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 EIGHTY THOUSAND EIGHT HUNDRED SEVENTY~~ EIGHT AND 25/100 (\$180,878.25) Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated MAY 22, 2007 entered into a  
Contract with Owner for:

**BID NUMBER 33-10MAY07  
Nashville Church Road Paving Improvements  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT, on this 29TH day of MAY, 2007.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact)

TINA DAVIS  
MO LICENSE NO.  
PR353789

BY: \_\_\_\_\_

N/A

(Missouri Representative)

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

**LABOR AND MATERIAL PAYMENT BOND**

BOND NO. 8213-39-22

KNOW ALL PERSONS BY THESE PRESENTS, that we, APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and FEDERAL INSURANCE COMPANY,

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

ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED SEVENTY-EIGHT AND 25/100 DOLLARS

(\$ 180,878.25), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated MAY 22, 2007 entered into a contract with Owner for

**BID NUMBER 33-10MAY07  
Nashville Church Road Paving Improvements  
BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

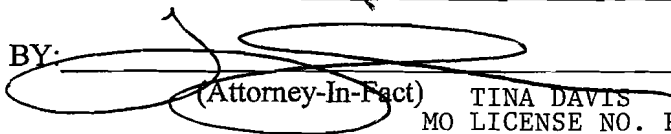
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT on this 29TH day of MAY 2007.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY:   
(Attorney-In-Fact) TINA DAVIS  
MO LICENSE NO. PR353789

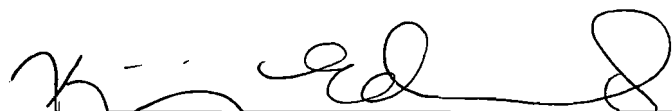
BY: N/A  
(Missouri Representative)

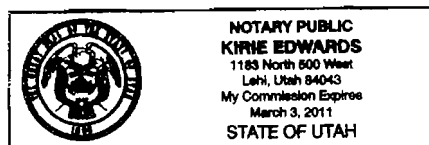
(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**SURETY ACKNOWLEDGMENT**

STATE OF UTAH                    }  
COUNTY OF SALT LAKE        } **SS**

On this 29<sup>TH</sup> day of MAY, 2007, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

  
\_\_\_\_\_  
Notary Public





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

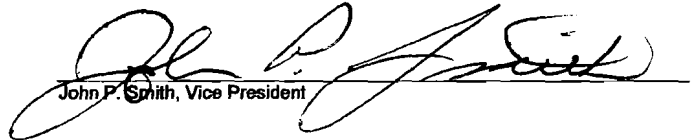
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Now All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Marcinda Drysdale and Derik Stevenson of Salt Lake City, Utah**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 2<sup>nd</sup> day of August, 2006

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 2<sup>nd</sup> day of August, 2006 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal  


**KAREN A. EDER**  
Notary Public, State of New Jersey  
No. 2231647  
Commission Expires Oct. 28, 2009

  
Karen A. Eder  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this MAY 29, 2007



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656  
e-mail: surety@chubb.com

**Certificate of Insurance**

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

**This is to Certify that**

Oldcastle Materials, Inc.  
 APAC-Missouri, Inc.  
 P O Box 1117  
 Columbia, MO 65205

NAME AND  
 ADDRESS  
 OF INSURED



**Liberty  
 Mutual**

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE	POLICY NUMBER	LIMIT OF LIABILITY		
	<input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM				
<b>WORKERS COMPENSATION</b>	9/1/2007	WA7-C8D-004095-026 WC7-C85-004095-016	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: ALL STATES EXCLUDING MONOPOLISTICS STATES AND NY  OR, WI	<b>EMPLOYERS LIABILITY</b>	
				Bodily Injury by Accident	\$1,000,000 Each Accident
				Bodily Injury By Disease	\$1,000,000 Policy Limit
				Bodily Injury By Disease	\$1,000,000 Each Person
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2007	TB2-681-004095-116	General Aggregate—Other than Products / Completed Operations		
			\$2,000,000		
			Products / Completed Operations Aggregate		
			\$2,000,000		
			Bodily Injury and Property Damage Liability		
			\$2,000,000 Per Occurrence		
			Personal Injury		
			Included* Per Person / Organization		
			Other Included in BI/PD Liability	Other FIRE DAMAGE \$100,000; PER PROJECT AGGREGATE	
				Each Accident—Single Limit B.I. And P.D. Combined	
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2007	AS2-C85-004095-126	\$2,000,000		
			Each Person		
			Each Accident or Occurrence		
			Each Accident or Occurrence		
<b>OTHER</b>			Auto: Comp Ded \$10,000/Coll Ded \$10,000		
<b>EVIDENCE OF COVERAGE</b>					
<b>ADDITIONAL COMMENTS</b>					
602909 Nashville Church Road Paving Improvements Boone County is named as additional insured.					

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.  
**SPECIAL NOTICE-OHIO:** ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

**IMPORTANT NOTICE TO FLORIDA POLICYHOLDERS AND CERTIFICATE HOLDERS:** IN THE EVENT YOU HAVE ANY QUESTIONS OR NEED INFORMATION ABOUT THIS CERTIFICATE FOR ANY REASON, PLEASE CONTACT YOUR LOCAL SALES PRODUCER WHOSE NAME AND TELEPHONE NUMBER APPEARS IN THE LOWER RIGHT HAND CORNER OF THIS CERTIFICATE. THE APPROPRIATE LOCAL SALES OFFICE MAILING ADDRESS MAY ALSO BE OBTAINED BY CALLING THIS NUMBER.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual  
 Insurance Group**

Certificate Holder  
 Boone County  
 601 E Walnut, Room 209  
 Columbia, MO 65201

*J. Balazentis*  
 Judith Balazentis  
 AUTHORIZED REPRESENTATIVE  
 Pittsburgh / 0387  
 12 Federal Street, Ste. 310  
 Pittsburgh PA 15212-5706 412-231-1331 05/25/07  
 OFFICE PHONE DATE ISSUED

# Insurance Binder



Date: 5/25/2007

Binder No. 0000240-001

Insured: Boone County Commission  
601 E. Walnut, Room 209  
Columbia, MO 65201

<u>Line</u>	<u>Policy Number</u>	<u>Effective Date</u>
Owners & Contractors Protective	TF1-681-025218-697	5/25/2007


Pending the issuance of the policy of the type or types described below, LIBERTY MUTUAL GROUP agrees to insure the Insured, but only for the coverages indicated, under policy forms in use by the Company as of the effective date of this binder. The limit of the Company's Liability or Amount of Insurance against each such coverage shall be stated herein, subject to all the terms of the policy having reference thereto, and no insurance is provided for coverages for which no such limit or amount is stated. Issuance of the executed policy or policies voids this binder as of the effective date of such policy.

This binder may be cancelled (1) by the company by written notice to the insured at the address shown above stating when thereafter such cancellation shall be effective, or (2) by the insured by mailing written notice to the company stating when thereafter such cancellation shall be effective.


This binder shall be effective on 5/25/2007 at 12:01 AM., and unless previously cancelled, shall expire on 7/24/2007 at 12:01 AM., Standard Time, at the address of the insured.

This binder when duly countersigned is issued on behalf of a member company of the Liberty Mutual Group, herein referred to as the Company as respects the indicated coverages under policy forms in use by the Company as of the effective date of the binder.

LIBERTY MUTUAL GROUP

  
Dexter R. Legg  
SECRETARY

  
Edmund F. Kelly  
PRESIDENT

  
Judith Balazentis  
AUTHORIZED REPRESENTATIVE

Account Executive:

Underwriter:

Sales Office: Pittsburgh

Phone: 412-231-1331



### Insurance Binder



Date: 5/25/2007

Binder No. 0000240-001

Insured: Boone County Commission  
601 E. Walnut, Room 209  
Columbia, MO 65201

Line of Business: Owners and Contractors Protective Liability

**Section I - Line of Business/Policy Number**

Owners & Contractors Protective TF1-681-025218-697 5/25/2007 Liberty Mutual Insurance Company

**Section II - Coverage/Limits**

Owners and Contractors Protective Liability Bodily Injury & Property Damage Limit \$2,000,000 Each Occurrence

Aggregate Limit \$2,000,000 Aggregate

Designated Contractor APAC Missouri Inc  
PO Box 1117  
Columbia, MO 65205

**Section III - States/Locations Covered**

Project: Nashville Church Road Paving Improvements, Boone County MO

**Section IV - Special Provisions**

Requested by: K Riley

*This binder does not list endorsements that will be included on the policies.*

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

May Session of the April Adjourned

Term. 20 07

In the County Commission of said county, on the 22<sup>nd</sup> day of May 20 07

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

Now on this day the County Commission of the County of Boone does hereby approve the attached revision for the Purchasing policy manual for sole source purchases. The revision includes advertising the intent to make a sole source purchase for a contract value over \$5,000 and obtaining commission approval in regular session. The proposed revision follows the revision RSMo.50.783.

Done this 22<sup>nd</sup> day of May, 2007.

ATTEST:

Wendy S Noren  
Wendy S. Noren  
Clerk of the County Commission

Kenneth M. Pearson  
Kenneth M. Pearson  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Skip Elkin  
Skip Elkin  
District II Commissioner