

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 21st day of March 20 06

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 to utilize the City of Columbia cooperative contract 4/2006 Uniform and Promotional Clothing for Facilities Maintenance and Public Works.

It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 21st day of March, 2006.

Absent

Keith Schnarre
Presiding Commissioner

Karen M. Miller

Karen M. Miller
District I Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren
Clerk of the County Commission

Skip Elkin

Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 21st day of March 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid MM48 Bituminous Material Term and Supply to the following suppliers.

Primary Supplier	Secondary Supplier
Vance Brothers: CRS-2, MC-3000, SS-1, MC-800, AEP, EA-90, EA-90P	Vance Brothers: CRS-2P
Costal Energy: CRS-2P	Coastal: CRTS-2, MC-3000, SS-1, MC-800, EA-90
SemMaterials: PEP	

It is further ordered that the Presiding Commissioner by hereby authorized to sign said contracts.

Done this 21st day of March, 2006.

ATTEST:

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

Absent
 Keith Schnarre
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 21st day of March 20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 23-09MAR06 Public Works South Facility Sanitary Sewer Connection & Lagoon to Capital Railroad Contracting, Inc.

It is further ordered that the Presiding Commissioner by hereby authorized to sign said contract.

Done this 21st day of March, 2006.

Absent

Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren

Wendy S. Noren
Clerk of the County Commission

Karen M. Miller

Karen M. Miller
District I Commissioner

Skip Elkin

Skip Elkin
District II Commissioner

105-2006

23-09 MAR 06

NOTICE TO PROCEED

DATE: May 10, 2006

TO: Capital Railroad Contracting

ADDRESS: 8500 E. Trade Center Drive, Columbia, Mo 65201

PROJECT: South Facility Sanitary Sewer Connection & Lagoon Closure
Project # 9834

You are hereby notified that the Contract Time under the above contract will commence on **Wednesday, May 10, 2006.** You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Substantial Completion shall be achieved within **21 working days.**

Point of Contact at Boone County Public Works shall be Greg Edington, 449-8515. All inspections for this project are to be provided by the City of Columbia on behalf of the Boone County Regional Sewer District. If the party who you wish to speak with is not in, please leave your message with the receptionist. Do not leave messages concerning an inspection on voice mail.

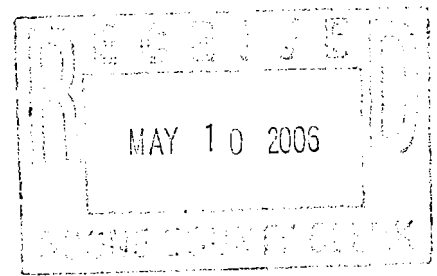
A minimum of 24 hours notice must be given before you start.

OWNER, Boone County, Missouri

By: J.P. Watkins II
Date: 5/10/06

John P. Watkins II
Project Development Manager

County Clerk •
Purchasing
Director
R.O.W. Department
Inspection Department
Project File



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 **Capital Railroad Contracting, 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 23-09MAR06
Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure
Project No. 9834
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 in the amount of \$23,250.00.

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

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

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:

Twenty Three Thousand Two Hundred Fifty Dollars and No Cents (\$23,250.00)

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 _____ at
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By: *Keith Schmarre*
Keith Schmarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Capital Railroad Contracting, Inc.**

Wendy Noren
Wendy Noren, County Clerk

By: *John Massey*
Authorized Representative Signature

By: John Massey
Authorized Representative Printed Name

Title: 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. Pritchard
Signature *by cjo*

3/16/06
Date

2040/71100 - \$23,250.00

Appropriation Account

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, 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 NUMBER 23-09MAR06
Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure
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 _____, 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 PRESENTS, 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, for the use and benefit of claimants as herein below defined, 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 NUMBER 23-09MAR06

**Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure
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 _____ 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.)

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.

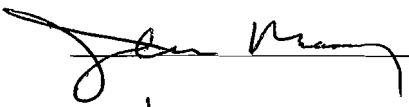
SECTION V

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: Capital Railroad Contracting, Inc.

By:  (Signature)

John Messery
(Print or Type Name)

Title: President

Address: 8500 E. Trade Center Dr.

City, State, Zip: Columbia, Mo. 65261

Phone: 573-474-3588

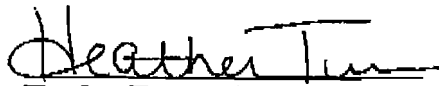
Fax: 573-474-3599

Date: 3-9-06

at an on-site location to be determined by the Public Works Department or loaded onto Public Works trucks for removal.

6. **Additional Information:** Information regarding estimated lagoon sludge quantities, etc., is contained in the attached copy of the Lagoon Closure Permit application submitted to MDNR.
7. **Clarification:** The top 6" of all surfaces disturbed within the graveled lot area shall be resurfaced by the Contractor with a 6" thickness of 1" minus limestone aggregate compacted and graded to match existing grades and provide positive drainage. All labor and materials to perform this work is incidental to bid items 1., 2., & 4.
8. **Clarification:** Regarding bid item #3.: The septic tank and pump station wetwell shall be pumped out by the Contractor and contents disposed of off site in a manner that is compliant with all applicable local, State, and Federal regulations for sanitary waste disposal. A receipt or other suitable documentation shall be provided by the Contractor to the Owner as a written record that all waste was properly disposed of at a MDNR permitted waste disposal/ treatment facility.
9. **Additional Information:** Regarding bid item #3.: The estimated size of the septic tank is 16' x 6' x 6' (approx. 4,300 gal.), and the estimated size of the wetwell is 4' diameter x 8' deep (approx. 750 gal.). The estimated amount of sand required to fill these structures is 50 ton.
10. **Additional Information:** A Lagoon Closure Permit application has been submitted to the MDNR Regional Office. It is anticipated that approval to proceed with closure as shown on the plans will be received prior to the start of construction. However, it must be noted that the work to close the lagoon/ treat the sludge cannot start until the permit is issued.
11. **Clarification:** Boone County Regional Sewer District staff will provide construction inspection services for this project.

By:


Heather Turner, CPPB
Buyer, Purchasing

BIDDER has examined copy of Addendum #1 to Bid Number 23-09MAR06 Boone County South Facility Sanitary Sewer Connection & Lagoon Closure, receipt of which is hereby acknowledged:

Company Name: Capital Railroad Contr.

Address: 5200 Trade Center
Columbia, MO. 65201

Phone Number: 474-3588

Fax Number: 474-3599

Authorized Representative Signature: 

Date: 3-3-06

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: Capital Railroad Contracting, Inc.
2. Business Address: 850 Trade Center Plz
Columbia, Mo. 65201
3. When Organized: 1987
4. When Incorporated: 1987
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:
19 yr.
7. If you have done business under a different name, please give name and location:
no.
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?: no
10. Have you ever defaulted on a contract? no
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: Various Railroad.

* Attach additional sheets as necessary *

BID FORM

Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure Project No. 9834

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.

BID ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1.	6" SDR 35 PVC Gravity Sewer installed complete in place, including connections to existing discharge pipes and riser on main, utility crossings, trenching, backfill, surface restoration, testing, and clean up.	605	L.F.	\$ 22-	\$ 13,310-
2.	4' Diameter Manhole installed complete in place, including testing, surface restoration, and clean up.	1	E.A	\$ 2,000-	\$ 2,000-
3.	Septic Tank and Pump Station Closure including pump removal, sludge removal, and filling tanks with sand.	1	L.S.	\$ 2,000-	\$ 2,000-
4.	Plug and abandon existing lines complete, including surface restoration and cleanup.	3	E.A	\$ 300-	\$ 900-
5.	Sludge Removal & Lagoon Closure complete, including incorporation of sludge with soil, regrading area to drain, removal of secondary treatment equipment, surface restoration, and cleanup.	1	L.S	\$ 3,000-	\$ 3,000-
6.	Seeding, fertilizing, and mulch.	1	L.S	\$ 1,200-	\$ 1,200-
7.	Sediment Barrier	140	L.F.	\$ 6 ⁰⁰	\$ 840-
TOTAL BASE BID					\$ 23,250-

Note: 90% of the unit price will be paid for each bid item upon satisfactory installation, 5% of the unit price will be paid upon successful completion of testing, and 5% of the unit price will be paid upon the satisfactory completion of cleanup and surface restoration. All work also remains subject to standard contract retainage amounts.

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
3-1-06	#1

COMPANY NAME: Capital Railroad Contracting, Inc.

ADDRESS: 8500 E. Trade Center Dr.

CITY, STATE, ZIP: Columbin, Mo. 65201

PHONE NUMBER: 573-474-3588

AUTHORIZED REPRESENTATIVE: John Massey

TITLE: President

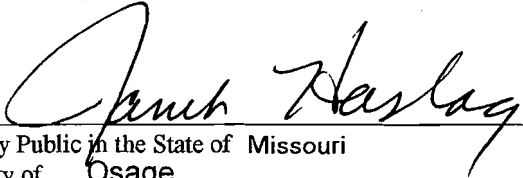
SIGNATURE: 

ACKNOWLEDGMENT BY SURETY

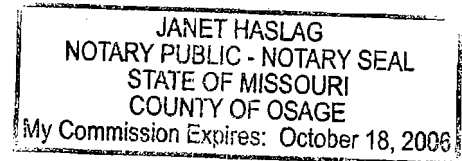
STATE OF Missouri
County of Cole } ss.

On this 9th day of March, 2006, before me personally appeared Kris L. Bennett, known to, me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.


Notary Public in the State of Missouri
County of Osage

(Seal)





FIRST NATIONAL SURETY
 PO BOX 34526
 SEATTLE, WA 98124-1526

**POWER
 OF ATTORNEY**

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
 PO BOX 34526
 SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
 *****LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS; Jefferson City, Missouri*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 16th day of June, 2003

Christine Mead

CHRISTINE MEAD, SECRETARY

Mike McGavick

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
 (i) The provisions of Article V, Section 13 of the By-Laws, and
 (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
 (iii) Certifying that said power-of-attorney appointment is in full force and effect,
 the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 9th day of March, 2006



Christine Mead

CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

**Adams Building
4634 154th PL NE
Redmond, WA 98052**

**Mailing Address:
P.O. Box 34526
Seattle, WA 98124**

Telephone #425-376-6535

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

John Mussay, being first duly sworn, deposes and
says that he is President
(Title of Person Signing)

of Capital Railroad Contracting, Inc.
(Name of Bidder)

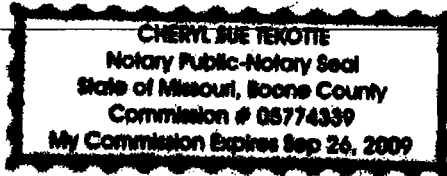
that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action 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 John Mussay
By _____
By _____

Sworn to before me this 9th day of March, 20 06
Cheryl Sue Tekotte
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 proposal of a:

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

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

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in
Missouri:

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

Capital Railroad Contracting, Inc. John Mann
(If a corporation - show its name above)

ATTEST:

Cheryl Ann Skottle
(Secretary)

President
(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 9th day of March, 20 06

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

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

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

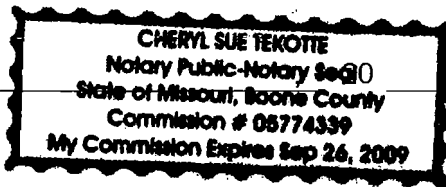
(if a corporation) that he is the President
President or other agent

of Capital Railroad Contracting Fe.; 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) Cheryl Sue Tekotte Notary Public

My Commission expires _____



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Capital Railroad Contracting, Inc.
8500 E Trade Center Drive, Columbia, MO 65201
as Principal, hereinafter called Contractor, and First National Insurance Company of America
PO Box 66769, St. Louis, MO 63166-6769
a Corporation, organized under the laws of the State of Washington
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 Twenty-Three Thousand Two Hundred Fifty & 00/100 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

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

BID NUMBER 23-09MAR06
Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure
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.

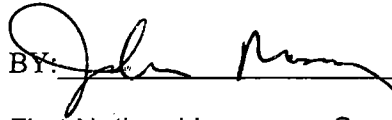
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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.

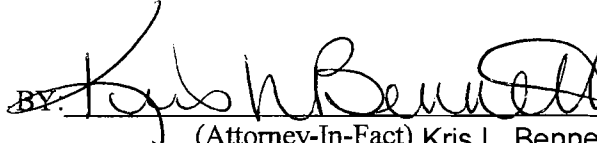
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri, on this _____ day of _____, 20__.

Capital Railroad Contracting, Inc.
(Contractor)

(SEAL)

BY: 
First National Insurance Company of America
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Kris L. Bennett

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 PRESENTS, that we, Capital Railroad Contracting, Inc.
8500 E Trade Center Drive, Columbia, MO 65201
as Principal, hereinafter called Contractor, and First National Insurance Company of America
PO Box 66769, St. Louis, MO 63166-6769
a corporation organized under the laws of the State of Washington, 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

Twenty-Three Thousand Two Hundred Fifty & 00/100DOLLARS

(\$ 23,250.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated _____ entered
into a contract with Owner for

BID NUMBER 23-09MAR06

**Boone County Public Works South Facility Sanitary Sewer Connection & Lagoon Closure
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 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 Jefferson City, Missouri on this _____ day of _____ 20____.

CONTRACTOR Capital Railroad Contractors, Inc. (SEAL)

BY: [Signature]

SURETY COMPANY First National Insurance Company of America

BY: [Signature]

(Attorney-In-Fact) Kris L. Bennett

BY: _____

(Missouri Representative)

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

ACKNOWLEDGMENT BY SURETY

STATE OF MissouriCounty of Cole

) ss.

On this _____ day of _____, before me personally appeared Kris L. Bennett, known to me to be the Attorney-in-Fact of SAFECO INSURANCE COMPANY OF AMERICA, GENERAL INSURANCE COMPANY OF AMERICA, FIRST NATIONAL INSURANCE COMPANY OF AMERICA or SAFECO NATIONAL INSURANCE COMPANY, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

(Seal)



Notary Public in the State of Missouri
County of Osage

JANET HASLAG NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COUNTY OF OSAGE My Commission Expires: October 18, 2006
--



FIRST NATIONAL SURETY
PO BOX 34526
SEATTLE, WA 98124-1526

POWER
OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
PO BOX 34526
SEATTLE, WA 98124-1526

No. 5462

KNOW ALL BY THESE PRESENTS:

That **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint
*****LOUIS A. LANDWEHR; KRIS L. BENNETT; CHARLES E. TRABUE; BEV BACKERS, Jefferson City, Missouri*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **FIRST NATIONAL INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 16th day of June, 2003

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of **FIRST NATIONAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of _____



CHRISTINE MEAD, SECRETARY

**IMPORTANT SURETY BOND INFORMATION
MISSOURI**

Your Safeco agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

MISSOURI SPECIFIC QUESTIONS

If you have been unable to contact or obtain information from your agent, you may contact Safeco at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY
SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

Adams Building
4634 154th PL NE
Redmond, WA 98052

Mailing Address:
P.O. Box 34526
Seattle, WA 98124

Telephone #425-376-6535

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the

21st

day of March

20 06

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

Now on this day the County Commission of the County of Boone does hereby award Bid 04-28FEB06 Meal Service for Boone County Term and Supply following suppliers.

Addison's FNG'S Inc.	Dine -In Restaurant
Boone Tavern	Delivered Meals and Dine-In Restaurant
Central Missouri Pizza , DBA Domino's Pizza	Delivered Meals
Jimmy John's Gourmet Sandwiches	Dine-In Meals
Bambino's Italian Cafe	Delivered Meals and Dine-In Meals
SubShop	Delivered Meals

It is further ordered that the Presiding Commissioner by hereby authorized to sign said contract.

Done this 21st day of March, 2006.

ATTEST:

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

Absent
 Keith Schnarre
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

107-2006

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 21st day of March 20 06
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

DEPARTMENT ACCOUNT AND TITLE	AMOUNT OF INCREASE
2533-23050 Sheriff's Block Grant Other Supplies	\$11.00
2533-23850 Sheriff's Block Grant Minor Eq.	\$191.00
2533-91301 Sheriff's Block Grant Computer Hardware	\$347.00

To establish budget for FY03-05 Grant Expenditures.

Done this 21st day of March, 2006.

ATTEST:

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

Absent
Keith Schnarre
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 2006

In the County Commission of said county, on the 21st day of March 20 06


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

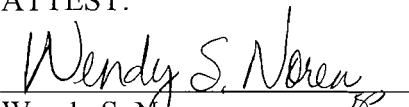
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

DEPARTMENT ACCOUNT AND TITLE	AMOUNT OF INCREASE
2610-84700 PA Tax Fund Witness Expense	\$500.00

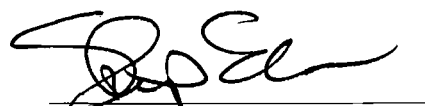
To cover 2005 cost of an Expert Witness in State of Missouri v. Walter Harris.

Done this 21st day of March, 2006.


Keith Schnarre
Presiding Commissioner

ATTEST:

Wendy S. Noren
Clerk of the County Commission


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. 2006

In the County Commission of said county, on the 21st day of March 20 06

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

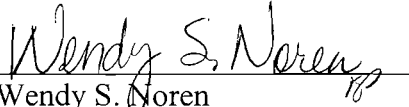
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment.

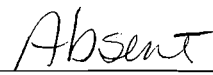
DEPARTMENT ACCOUNT AND TITLE	AMOUNT OF INCREASE
2534-23850 Sheriff's Dept Block Grant-Minor Eq.	\$666.00
2534-91300 Sheriff's Dept. Equipment	\$1284.00
2534-91301 Sheriff's Dept. Computer Hardware	\$1047.00
2534-91302 Sheriff's Dept. Computer Software	\$349.00

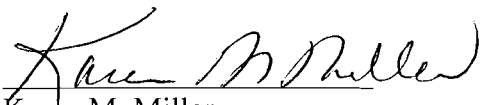
To establish the 2006 Block Grant Budget.

Done this 21st day of March, 2006.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner