

100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 ROY MATTHEWS
Presiding Commissioner

TOM CHUDOMELKA Eastern Commissioner

BILL BARNETT
Western Commissioner

November 30, 1999

TO WHOM IT MAY CONCERN:

Christian County Missouri has solicited bids for the demolition of buildings located upon the following premises:

LOTS 451 THROUGH 455 OF PAUL'S SURVEY OF OZARK, ALSO DESCRIBED AS ALL OF BLOCK 25 IN THE NEW TOWN OF OZARK, MISSOURI, CHRISTIAN COUNTY, MISSOURI.

Mike Weil, Inc. was the low bidder on that demolition project. A contract has been prepared for execution by the County Commission and Mike Weil, Inc. A copy of that proposed contract is attached. This contract awaits signature by Mr. Weil.

Very Truly Yours,

Roy Matthews, Presiding Commissioner

SPEC'S FOR DEMOLITION Of

Christian County Property 100 West Church, Room 100 Ozark, Mo. 65721 581-2112

- 1. 5% bid bond, certified check
- 2. Take back to the sidewalks
- 3. Remove all concrete
- 4. Do not backfill
- 5. Utilities will be gone
- 6. Cap off sewer connection on property
- 7. Salvage must be used and not stored for a long period of time per DNR regulations.
- 8. Asbestos will be taken care of by the county.
- Deadline when job will be finished JANUARY 21, 2000
- 10. Penalty will be \$150.00 per day past 1-21-2000
- 11. Proof of proper disposal, excluding brick, concrete or block. RECEIPT from land fill will be required before payment is made.
- 12. Payment to be every two weeks as per work completed.
- 13. Workman's comp liability insurance on file with the county.

651 Boonville • MPO Box 798 Springfield, Missouri 65801 Telephone (417) 836-1100

Christian County Commission

December 9, 1999

PROOF OF PUBLICATION

STATE OF MISSOURI County of Greene

THE CHRISTIAN COUNTY COM-MISSION WILL BE ACCEPTING SEALED BIDS FOR DEMOLI-TION OF COUNTY PROPERTY. BID SPEC'S MAY BE PICKED UP IN THE COMMISSION OF-FICE. DEADLINE FOR BIDS WILL BE 10:00 AM. NOVEMBER 15, 1999 IN THE COMMISSION OFFICE, ROOM 100, 581-2112

I, Marsha Burnett of Springfield, Missouri, of lawful age, do upon my oath state that I am the Legal Clerk of the News-Leader, and that I am duly authorized to and do make this affidavit for and on behalf of the News-Leader, a newspaper published daily in the City of Springfield, Greene County, Missouri; that the public advertisment, notice or order of publication, a true copy of which is hereto attached, was published in said newspaper 4 times upon the following dates:

First publication on Saturday, October 30, 1999, Second publication on Sunday, October 31, 1999, Thrid publication on Saturday, November 6, 1999 Fourth publication on Fifth publication on Last publication on Sunday, November 7, 1999

I do further state under oath that said newspaper has been admitted to the Post Office as second class matter; that it is a newspaper of general circulation in the City of Springfield, Missouri; that it has been published regularly and consecutively for a period of more than three years; that it has a list of bona fide subscribers voluntarily engaged as such; who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that said newspaper has complied with the provisions of Section 14968 Revised Statues of Missouri, 1939, relating to "Public Advertisements."

Subscribed and sworn to before me this

My commission expires

Notary Public in and for Greene County, Missouri

RENEE SWATERS NOTARY PUBLIC STATE OF MISSOURI POLK COUNTY MY COMMISSION EXP. JUNE 23,2092





100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 RCY MATTHEWS
Presiding Commissioner

TOM CHUDOMELKA Eastern Commissioner

BILL BARNETT
Western Commissioner

July 28, 2000

RE: TO WHOM IT MAY CONCERN

Michael Weil, of Michael's Demolition, bid and receive the contract from Christian County, to demolish a block of buildings in Ozark, Mo. to prepare the site for construction of a new Justice Center.

Michael fulfilled his obligation within the deadline, and with a minimum of problems, and in addition, was very willing to work with the Christian County Commission to comply with the requirements and conditions presented.

Sincerely,

Roy Matthews, Presiding Commissioner

Tom Chudomelka, Eastern Commissioner

Bill Barnett, Western Commissioner

Jaxad 7-31.00 157.3-256-2105 16011 M. Huy 16011 M. Huy 16011 M. Huy 150.8





STATEWIDE INSURANCE COMPANY P.O. BOX 799 60079-0799 • 329 NORTH GENESEE ST., WAUKEGAN, ILLINOIS 60085-4205 PHONE 847/662-0073 • FAX 847/662-8162 - 4 6 4 7

May 9, 2000

Attn: Linda, Commission Secretary 100 W. Church Street Room 100 Ozark, MO 65721

Fax#1-417-581-5924

BOND NO:

B243-91616

PRINCIPAL:

Mike Weil Dba Michael's Christian County Missouri

OBLIGEE: BOND AMOUNT:

\$37,460.00

DESCRIPTION:

Lots 451 through 455 pf Paul's survey of Ozark, also described as all of block 235 in the

new town of Ozark, MO

As the Surety in support of the above Contract, we would apprecia

CONTRACT BOND DEPARTMENT
1. IF WORK UNDER THE CONTRACT HAS BEEN COMPLETED, PLEASE STATE:
A. Date job completed JANUARY 27, 2000 B. Final Contract Price \$ \$37,460.00
2. IF WORK UNDER THE CONTRACT IS NOT COMPLETE, PLEASE STATE:
A. Date Completion is expected B. Revised Contract Price \$ C. Are you aware of any claims for unpaid bills? D. Amount paid Contractor to date \$ E. Earned retainage withheld to date \$
3. REMARKS: Work was Completed Satisfactorly
It is understood that the information contained herein is furnished as a matter of courtesy for the confidential use of the Surety and is merely an expression of opinion. In furnishing this information no guarantee or warranty of accuracy or correctness is made and no responsibility is assumed as a result of reliance by the Surety, whether such information is furnished by the owner or by an architect or engineer as the agent of the owner.
CHRISTIAN COUNTY MISSOURI
OBLIGEE/ARCHITECT/ENGINEER/OWNER
DATE: MAY 9, 2000 By: Lacy Marthews
\sim

FROM : 847 662 4064



STATEWIDE INSURANCE COMPANY

P.O. BOX 799 • 325 NORTH GENESEE ST., WAUKEGAN, ILLINOIS 60085-4205 • 847/662-0073 • 847/662-8162

5/02/00

CHRISTIAN	COUNTY	MISSOURI	
100 W. CH			
ATTU: L	NUAR CO	01111551	on Sec.
OZARK	_		MD 65723

Bond No.:

B243-91616

Principal:

MIKE WEIL DBA MICHAEL'S CHRISTIAN COUNTY MISSOURI

Obligee: Ameunt:

37,460

Description: LOTS 451 THROUGH 455 OF PAUL'S SURVEY OF

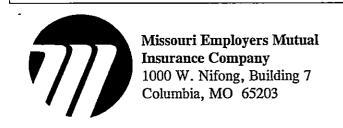
OZARK, ALSO DESCRIBED AS ALL OF BLOCK 25

IN THE NEW TOWN OF OZARK MISSOURI

As the Surety in support of the above Contract, we would appreciate the following information. Thank you.

CONTRACT BOND DEPARTMENT

1.	IF WORK UNDER THE CONTRACT HAS BEEN COMPLETED: PLEASE STATE:
	A. Date job completed <u>JANUARY 27, 2000</u>
	B. Final Contract Price \$ 37,460.00
2.	IF WORK UNDER THE CONTRACT IS NOT COMPLETE, PLEASE STATE:
	A. Date completion is expected
	B. Revised Contract Price \$
	C. Amount paid Contractor to date \$
	D. Earned retainage withheld to date \$
	E. Are you aware of any claims for unpaid bills?
3.	REMARKS: work was Completed satisfactory
mat exp war as	is understood that the information contained herein is furnished as a ter of courtesy for the confidential use of the Surety and is merely a ression of opinion. In furnishing this information no guarantee or ranty of accuracy or correctness is made and no responsibility is assuaresult of reliance by the Surety, whether such information is furnist the owner or by an architect or engineer as the agent of the owner.
OBL	IGEE/ARCHITECT/ENGINEER/OWNER



CHRISTIAN COUNTY MISSOURI 100 W CHURCH ST ROOM 100 OZARK MO 65721

HOLDER OF CERTIFICATE OF INSURANCE

CANCELLATION NOTICE

POLICY HOLDER

POLICY NO.

CANCEL DATE

NOTICE DATE

MICHAEL'S EXCAVATION & DEMO18854-1 16001 N HWY NN STURGEON MO 65284 27-MAR-2000

03/02/2000

THIS POLICY IS CANCELLED AT 12:01 A.M. ON THE ABOVE CANCELLATION DATE.

AS HOLDER OF CERTIFICATE OF INSURANCE, YOU ARE BEING NOTIFIED TO THAT EFFECT.

Signed

President/CEO

Missouri Employers Mutual Insurance Company

AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of
Christian, State of Missauri, personally
came and appeared (name and title) michael Weil
of the (name of company) Michaels Demalitien
(a corporation) (a partnership) (a proprietorship) and after being duly sworn did
depose and say that all provisions and requirements set out in Chapter 290,
Sections 290.210 through and including 290.340, Revised Statutes of Missouri,
pertaining to the payment of wages to workers employed on public works
projects have been fully satisfied. There has been no exception to the full and
complete compliance with said provisions and requirements with Annual Wage
Order No Section issued by the Division of Labor
Standards (name of project) Christian Country
located at (name of institution) all of black 25 in the New Your of Grack, mo
in Christian County, Missouri, and completed on the
20th day of January, 2000.
Jhh M
. Signature
Subscribed and sworn to me this neticus day of January, 2000.
My commission expires Chieflan County States of Parties, 3-19-1000
Notary Public Lenda K. Dichols



100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 ROY-MATTHEWS

Presiding Commissione

TOM CHUDOMELKA Eastern Commissioner

BILL BARNETT
Western Commissioner

January 20,2000

TO WHOM IT MAY CONCERN:

The demolition of lots 451 through 455 of Paul's Survey of Ozark, also described as all of block 25 in the New Town of Ozark, Missouri, Christian County, Missouri, has been completed by Michael's Demolition within the contract deadline.

Roy Matthews, Presiding Commissioner

Tom Chudomelka, Eastern Commissioner

Bill Barnett, Western Commissioner



Before me, the undersigned Notary Public, in and for the County of
Christian, State of <u>Missuiri</u> , personally
came and appeared (name and title) michael Weil
of the (name of company) Michaels Demalitien
(a corporation) (a partnership) (a proprietorship) and after being duly sworn did
depose and say that all provisions and requirements set out in Chapter 290,
Sections 290.210 through and including 290.340, Revised Statutes of Missouri,
pertaining to the payment of wages to workers employed on public works
projects have been fully satisfied. There has been no exception to the full and
complete compliance with said provisions and requirements with Annual Wage
Order No issued by the Division of Labor
Standards (name of project) Christian Country
located at (name of institution) all of black 25 in the New Your of Crash, mo
in Christian County, Missouri, and completed on the
20th day of January, 2000.
Signature Signature
~ 1
Subscribed and sworn to me this a day of famulay , 2000. My commission expires County State of 15 15 15 15 15 15 15 15 15 15 15 15 15
Notary Public
Lenda K. Dichols



100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 ROY MATTHEWS
Presiding Commissioner

TOM CHUDOMELKA Eastern Commissioner

BILL BARNETT
Western Commissioner

December 3, 1999

START ORDER

WE THE CHRISTIAN COUNTY COMMISSION GIVE MICHAEL'S DEMOLITION PERMISSION TO BEGIN DEMOLITION ON COUNTY PROPERTY LOCATED AT :

LOTS 451 THROUGH 455 OF PAUL'S SURVEY OF OZARK, ALSO DESCRIBED AS ALL OF BLOCK 25 IN THE NEW TOWN OF OZARK, MISSOURI, CHRISTIAN COUNTY, MISSOURI.

ON THIS DAY OF DECEMBER 1999.

Roy Matthews, Presiding Commissioner

Tom Chudomelka, Eastern Commissioner

Bill Barnett, Western Commissioner

11/14-99 Demoilition WILL BID \$37,460.00 FOR THE Denciliting OF THE -CHRISTIAN County flaggerety (societion) Your Denulition Specs 1. Mich was

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Performance Bond

AIA Document A312 - Electronic Format

Bond No. B243-9166

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety. Owner or Other Party Shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Mike Weil DBA Michael's 16001 North Highway NN Sturgeon, MO 65284 OWNER (Name and Address):

Christian County Missouri 100 W. Church Street, Room 100

Ozark, MO 65721 CONSTRUCTION CONTRACT Date: December 9, 1999

Amount: \$37,460.00

Description (Name and Location): Lots 451 through 455 of Pable's Survey of Ozark, also described as all of Block 25 in the new town of Ozark, Missouri, Christian County, Missouri.

(Corporate Seal)

BOND

Signature:_

Date (Not earlier than Construction Contract Date): December 9, 1999

Amount: \$37,460.00

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company:
Mike Weil DBA Michael's

MIKE WELL DEA MICHAEL'S

Name and Title: Mike Weil, Owner

[x None

SURETY Company:

Company: STATEWIDE INSURANCE COMPAN

SURETY (Name and Principal Place of Business)

Statewide Insurance Company

329 North Genesee

Waukegan, IL 60079

(847) 662-0073

Signature:

Name and Title:

Attor ___n-Fact

[] See Page

(Corporate Seal)

(Any additional signatures appear on the last page)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

R. T. Thomas & Co., Inc.

6509 Olive Blvd.

St. Louis, MO 63130 (314) 725-5535

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

AIA DOCUMENT A312- PERFORMANCE BOND AND PAYMENT BOND - DECEMBER 1984 ED. - AIA ® THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 - THIRD PRINTING - MARCH 1987. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A312-1984

User Document: A312.CON -- 12/4/1997. AIA License Number 104405, which expires on 10/31/1998 -- Page #1

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

847 552 4054

- If the Contractor performs the Construction Contract, the Surcty and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
- If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surely at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
- When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for

execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

13:03

- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor,
- 5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surcty has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- 6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages

ATA DOCUMENT A312. PERFORMANCE BOND AND PAYMENT BOND . DECEMBER 1984 ED. . AIA ® THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292 • THIRD PRINTING • MARCH 1987. WARNING; Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

caused by delayed performance or non-performance of the Contractor.

- 7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
- 11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be

deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL Company:

(Corporate Seal)

SURETY

Company:

(Corporate Scal)

Signature:

Name and Title:

Signature:

Name and Title:



799 60079-0799 • 329 NORTH GENESEE ST., WAUKEGAN, ILLINOIS 60085-4205 PHONE 847/662-0073 • FAX 847/662-4064

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That STATEWIDE INSURANCE COMPANY, an Illinois stock insurance corporation; does make constitute and

THOMAS, JR. ALL OF ST. LOUIS, MISSOURI CHERYL THOMAS AND RALPH T.

its true and lawful Attorney(s) in Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF FIVE HUNDRED THOUSAND (\$500,000,00) DOLLARS FOR ANY SINGLE OBLIGATION REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION

and to bind STATEWIDE INSURANCE COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are ratified and confirmed

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of the STATEWIDE INSURANCE COMPANY, Waukegan, Illinois, at a meeting duly called and held on the 27th day of July, 1997.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President, a Senior Vice President or a Vice President of the company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of STATEWIDE: INSURANCE COMPANY, Waukegan, Illinois, bonds; undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach hereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract or suretyship to which is attached.

In Witness Whereof, the STATEWIDE INSURANCE COMPANY, Waukegan, Illinois, has caused its official seal to be hereunto affixed and these presents to be signed by one of its Vice Presidents and attested by one of its Secretaries this

STATEWIDE INSURANCE COMPANY

STATE OF ILLINOIS -)

personally came before me, Ralph W. Swank, Jr. and Stuart O. Swank to me known On this 27TH day of a the individuals and officers of the STATEWIDE INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the Board of Directors of said corporation.

> "OFFICIAL SEAL" Mary F. DeFilippis Notary Public, State of Illinois My Commission Expires 8-13-2000

Mary F. DeFilippis, Notary Public

1, the undersigned Assistant Secretary of the STATEWIDE INSURANCE COMPANY, an Illinois corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the By-Laws of the company and the Resolutions of the Board of Directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Waukegan this

Roger J. Swarat, Assistant Secretary:

City of Ozark

Department of Construction Code Enforcement

P.O. Box 295

Ozark, Missouri 65721

(417)-581-2407

Permit Number:	99030	Status:	O		Permit Date:	2/3/99		
Construction Type	: 3B	Initial Buil	lding Peri	mit Bui	iding Location:	110 W E	LW ₂ .	
Use Grp:	В		COMM		Sub Division:	OZARK 8	SQUARE	
Area:	8000	provement Type:			Lot Number:			
Cost of Project	\$30,000.00	ibiosement typo.	Paris Paris de la Article de la Constitución de la		ning Dist C-4			
Appli	cant Owner	×	Contractor	х	B			
	Owner		Contr	actor		Arch	nitect	
Name L/F/MI:	METRO RADIO GRO	DUP	SAME				.,	
Street:	1549 GREENBRIDG	E RD						
Mail:								
City	OZARK	M						
ZIP	65721				[0		
Phone	417 581 1104]	0 0		
	Engineer		Fees			Inspe	ctions	
Name L/F/MI:			Building: \$1	150.00	Plan	2/3/99	Elec	
Address:		Plan	review:	\$0.00	Site	2/3/99 PI	umb	
Mail			lectrical:	\$0.00	Footing		Final	
City:		#	lumbing:	\$0.00	Found	s	ewer	
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	/		<u> </u>	190.00	Date Subm	nitted:	02	2/03/99
Ondo OE8-1-1	de land	2 N - al						
Code Official	Copposis			· • • • • • • • • • • • • • • • • • • •	Date Accep	ted:	02	103/99
	O							

	1 <i>C</i>	ORD. CE	RTIF	ICATE O	F LIABIL						DATE (MM/DD/YY) L2/08/99
	\mathbf{T}	. Thomas & Olive Blv		Inc.		ON	LY AND	CONFEI THIS CER COVERA	rs no Tifica NGE A	JED AS A MATTER OF DESCRIPTION THE TE DOES NOT AMEN FFORDED BY THE PO AFFORDING COVERACE	E CERTIFICATE ID, EXTEND OR ILICIES BELOW.
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INSU	RED					COM	PANY		-		
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(5	73	geon,) 256-2105	,	PIO UJZU4		COMI E					
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ÇO LTR		TYPE OF INSURANC	E	РОПСА ИП	IMBER		FFECTIVE M/DD/YY)	POLICY EXPI DATE (MM/I		LIMIT	
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	AUT	OMOBILE LIABILITY ANY AUTO				/	/	/	/	COMBINED SINGLE LIMIT	\$
		ALL OWNED AUTOS SCHEDULED AUTOS								BODILY INJURY (Per person)	s
		HIRED AUTOS								BODILY INJURY (Per accident)	\$
		NON-OWNED AUTOS			•					PROPERTY DAMAGE	s
_	GAF	RAGE LIABILITY ANY AUTO				/	/	/	/	AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY:	s
										EACH ACCIDENT AGGREGATE	
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		OTHER THAN UMBRELL RKERS COMPENSATION PLOYERS' LIABILITY						,	/	WC STATU- OTH- TORY LIMITS ER	\$
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	CHRISTIAN COUNTY MISSOURI 100 WEST CHURCH					I	10 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose to obligation of liability of any kind upon the company, its agents or representatives.				
s	TU	ROOM 100 RGEON, MO	65721			AUT	HORIZED F	PRESENTAL	IVE -	ORIENTA OF	- Control of the Cont
AC	OR	D 25-S (1/95)							-70	Ø ACOPÍD C	ORPORATION 1981

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	HE PROPRIETO PARTNERS/EXEC			•		DISEASE - POLICY LIMIT	\$500,000
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DEMOLITION CONTRACT

Now on this 9th day of December 1999 comes Christian County, Missouri, by and through its County Commissioners, hereinafter referred to as the County, and Michael Weil, doing business as Michael's, hereinafter referred to as Weil, and for their agreement state as follows:

1. <u>PROJECT LOCATION</u>: The County owns certain buildings located upon real estate owned by the County and more specifically described as follows:

LOTS 451 THROUGH 455 OF PAULS SURVEY OF OZARK, ALSO DESCRIBED AS ALL OF BLOCK 25 IN THE NEW TOWN OF OZARK, MISSOURI, CHRISTIAN COUNTY, MISSOURI

- 2. The County desires that these buildings be demolished and Weil is in the demolition and salvage business.
- 3. Weil has presented a bid for the demolition of said buildings, and the County finding that the bid of Weil is the lowest and best bid, does hereby accept said bid.
- 4. It is agreed that Weil will demolish said buildings and dispose of the rubble and debris in the following manner and upon the conditions set forth in this contract. All work shall be performed in a prompt, safe and workman like manner, and in compliance with all state local or federal regulations.
- 5. <u>CONTRACT PRICE</u>: The County shall pay to Weil the sum of \$37,460.00 for all labor and services to be provided in the demolition disposal of said buildings.
- 6. <u>APPLICATION OF SECTION 290.210</u>: It is understood by the parties that this contract is subject to the requirements of Sec. 290.210 RSMo through Section 290.340 RSMo., more commonly known as the Missouri Prevailing Wage Law.
- 7. PREVAILING WAGE: Weil warrants that it shall pay to all workmen employed in the execution of this contract no less than the rates set by the Division of Labor Standards of the Missouri Department of Labor and Industrial Relations. Said prevailing hourly rate of wages shall be paid to all workmen performing work under this contract. The wages to be paid pursuant to this contract are set forth in The Division of Labor's Annual Wage Order No 6, Incremental Increase # 4 of October 1999, a copy of which is attached hereto and incorporated herein as Exhibit A.
- 8. <u>PENALTY</u>: Weil shall purchase a Contractors bond in such an amount as to guarantee the faithful performance of the prevailing hourly wage obligations. Said bond shall be filed with the County prior to the commencement of any work hereunder.

Weil shall forfeit as a penalty to the County the sum of ten dollars per each workman employed, for each calendar day or portion thereof, for any such workman who is paid less than the prevailing wages for any work performed under this contract, by Weil or any subcontractor.

- 9. <u>SITE POSTING</u>: Weil shall post upon the premises a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed under this contact. Said Notice shall comply with the requirements of Section 290.265 RSMo.
- 10. <u>PAYROLL RECORD REPORTS</u>: Weil shall maintain payroll records in complete compliance with the requirements of <u>Section 290.290 RSMo</u>, and shall execute an affidavit that it has fully complied with the provisions of <u>Chapter 290 RSMo</u>.
- 11. LIABILITY INSURANCE: Weil shall obtain a comprehensive liability insurance policy in the amount of One Million Dollars (\$1,000,000.00) and The County shall be named as a co-insured. A certificate of said co-insurance shall be delivered to the County prior to the commencement of work hererunder. It is understood that insurance required by the provision of this contract is required in public interest and that the County does not assume any liability for acts of Weil or any subcontractor, or their employees in the performance of this contract.
- 12. WORK COMP: Weil shall provide Workmens Compensation coverage for all employees performing work hereunder, and shall require such coverage by all subcontractors. A copy of said policy or policies shall be posted with the County prior to the commencement of any work hereunder.
- 13. <u>DISPOSAL</u>: Weil shall demolish and dismantle all the structures located upon the premises. Said structures shall be removed back to the sidewalks. Weil shall haul away all stone, concrete, lumber rubble or other debris from the premises. Weil warrants that he shall dispose of all such debris in a lawful manner. Prior to any payment hereunder, Weil shall present to County, receipts from a lawfully operated landfill, demonstrating that said debris has been properly disposed of.
- 14. STORAGE: Any materials retained by Weil as Salvage materials shall be stored in compliance with all DNR, state or federal regulations.
- 15. NO BACKFILL: Weil understands that County intends to construct a new building upon the premises, and therefore NO BACKFILL shall be placed upon the premises.
- 16. START ORDER: Work on this project will not commence until the Start Order is issued by the County Commission. No Start Order will issue until all conditions of this contract are satisfied, including the filing with the County Commission of the certificate of co-insurance, the performance bond and workmens

compensation policy.

- 17. Weil shall cap off all sewer connections to the property.
- 18. TIME OF THE ESSENCE: Weil understands that the County intends to construct a new building upon the premises, and that therefore time is expressly declared to be of the essence in the completion of this project. In as much as failure to complete the work within the time specified will result in damage to the County, and because the damages resulting from such failure cannot be calculated with any degree of certainty, it is hereby expressly stipulated that if the work herein specified is not completed within the time specified, Weil shall pay to the County, and the County may deduct from the contract price and retain as liquidated damages and not as a penalty or forfeiture, the sum of One Hundred and Fifty Dollars (\$150.00) for each and every day including Sundays and holidays, after the date specified for final completion that the work remains uncompleted. Weil shall complete all work by February 1st 2000.
- PAYMENT SCHEDULE: At the time the Start Order is issued, the County will make an initial payment to Weil. Said initial payment shall be equal to thirty percent (30%) of the total contract price. The remaining seventy percent (70%) of the contract price shall be paid as follows: Subsequent payments will be made every two weeks following the issuance of the Start Each such payment will be in an amount equal to that sum required to make total payment received equal to the percentage of work actually completed on the project. If a dispute should arise between the parties with regard to the percentage of work that has been completed, then the building inspector of the City of Ozark, Missouri will inspect the project and make a determination of the percentage of work completed. He will make his report to the County Commission. The determination of the building inspector will be binding upon the parties. The parties further agree that due to the County Budget process, no payments will be made between December 23rd 1999 and January 15th 2000.
- 20. <u>SAFETY MEASURES</u>: Prior to commencement of work hereunder, Weil shall construct a fence or other barriers, around the premises, in such a manner to prevent any person, or member of the general public from entering upon the premises. Such barriers shall be constructed at a location and in such a manner as to prevent any debris from falling upon or injuring any person passing along any public right of way. Weil shall post the premises against trespassing, and shall make all reasonable efforts to prevent anyone from entering the premises, other than those employed in the project.
- 21. <u>PERFORMANCE BOND</u>: Weil shall furnish a performance bond in an amount at least equal to One Hundred Percent of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor or

services on the project. The surety on the bond shall be a duly authorized surety company satisfactory to the owner, and said bond shall comply with all the requirements of Section 107.170 RSMo and the requirements of said statute are incorporated herein as a part of this contract.

- 22. <u>BID BOND</u>: Weil has submitted a bid bond in amount equal to five percent of the contract price. It is understood and agreed that if Weil fails to provide acceptable performance bonds as provided by this contract, the said bid security will be retained by the county. It is understood that said bond shall not be considered as liquidated damages, and will not limit or fix Weil's liability to The county for any damages suffered by the County.
- 23. <u>DAMAGE REPAIR</u>: Weil shall be responsible for repair of any damages to drives, streets, curbs and sidewalks occurring during the project and all such repairs shall be made to meet local code requirements, or to the satisfaction of the county if no code is applicable.
- 24. SHORING: Weil shall be responsible for shoring required to protect work or adjacent property and improvements, and shall pay for any damage caused by failure to shore or by improper shoring.
- 25. <u>SAFETY REGULATIONS</u>: Weil shall maintain at its own cost, safe and sufficient equipment, apparatus and appliances to make the work safe and free from avoidable damages, and as may be required by safety provisions of applicable laws, ordinances, rules regulations and building and construction codes.
- 26. NON ASSIGNMENT: Weil may not assign any portion of this contract.
- 27. INDEMNIFICATION: Weil shall indemnify and save harmless the County, its agents servants officers and employees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any act or omission of the Weil, his subcontractors, agents, servant or employees, including any and all expense, legal or otherwise which may be incurred by the County in defense of any claim, action or suit.
- 28. TERMINATION: In the event any provisions of this contract are violated by Weil or any of its subcontractors, The County may serve written notice upon Weil and Surety, setting forth the violations and demanding compliance with the contract. Unless within ten calendar days after such notice, such violations shall cease, and satisfactory arrangements for correction be made, the County may terminate the contract by serving written notice on Weil, but the liability of Weil and his Surety for such violation and for any and all damages resulting therefrom, shall not be affected by any such termination. Upon

such termination, Owner may take over the work and prosecute same to completion, and Weil and his surety shall be liable to the County for any excess cost occasioned thereby.

- 29. <u>ENTIRE AGREEMENT</u>: It is understood that the entire agreement is contained in this contract, and that no verbal or other understanding shall be binding upon the parties, and any amendment hereby shall be made in writing and signed by all the parties.
- 30. This agreement shall be binding upon the heirs, executors and administrators of the parties hereto.

CHRISTIAN COUNTY, MISSOURI

Presiding Commissioner

Eastern Commissioner

Western Commissioner

MICHAEL WEIL D/B/A MICHAEL'S

Michael Wil OlB /A Michaels

BY: Muchael Will



100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 ROY MATTHEWS
Presiding Commissioner

TOM CHUDOMELKA
Eastern Commissioner

BILL BARNETT Western Commissioner

December 3, 1999

ADDENDUM TO NUMBER #31

NUMBER #18 TIME OF ESSENCE

THE DEADLINE OF JANUARY 21, 2000 WOULD BE EXTENDED FOR EACH DAY OF INCLEMENT WEATHER BEFORE PENALTY IS INCURRED

OY MATTHEWS, PRESIDING COMMISSIONER



100 W. CHURCH ST., ROOM 100 OZARK, MO 65721 Ph.: 581-2112 • Fax: 581-8331 ROY MATTHEWS
 Presiding Commissioner

TOM CHUDOMELKA
Eastern Commissioner

BILL BARNETT
Western Commissioner

January 20,2000

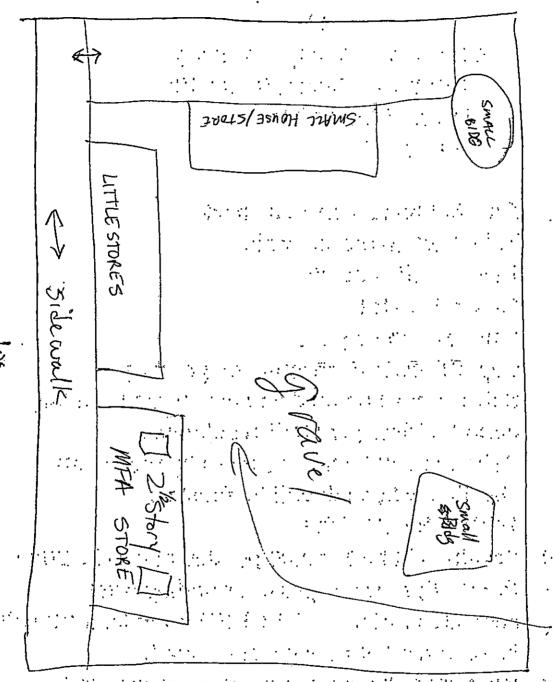
TO WHOM IT MAY CONCERN:

The demolition of lots 451 through 455 of Paul's Survey of Ozark, also described as all of block 25 in the New Town of Ozark, Missouri, Christian County, Missouri, has been completed by Michael's Demolition within the contract deadline.

Roy Matthews, Presiding Commissioner

Tom Chudomelka, Eastern Commissioner

Bill Barnett, Western Commissioner



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