

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

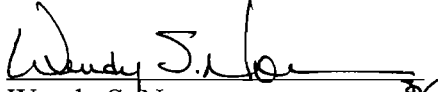
21<sup>st</sup> day of April 20 05

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

Now on this day the County Commission of the County of Boone does hereby award bid 25-24MAR05 for the Boatman Hill Storm Drainage Project to Aplex, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

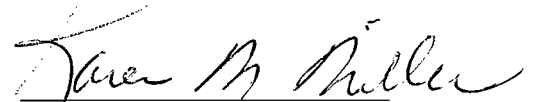
Done this 21<sup>st</sup> day of April, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission



Keith Schnarre  
 Presiding Commissioner



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

181-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: April 14, 2005  
RE: 20-24MAR05 Asphalt Overlay and Roadway Drainage

The Bid for Asphalt Overlay and Roadway Drainage closed on March 24, 2005. Two bids were received. Purchasing and the Public Work's department recommend award to APAC-Missouri, Inc. for submitting the low bid.

Total cost of contract is \$599,996.78 with a 5% contingency of \$29,999.84 for a total Purchase Order amount of \$629,996.62. This contract will be paid out of department 2040 – Public Works Maintenance Operations, account number 71100 – Outside Services. A memo from Public Works is attached outlining the original budget and plans for reimbursement on this project.

Please find attached a copy of the bid tabulation and a memo from Public Works.

ATT: Bid Tabulation  
Public Works Memo

cc: Jane Morris, Public Works  
John Watkins, Public Works  
David Mink, Public Works  
Bid File

# BID TABULATION

## 20-24MAR05 Asphalt Overlay and Roadway Drainage

Prathersville Rd				APAC of Missouri, Inc.		Aplex, Inc.	
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Mobilization	LS	1	\$10,100.00	\$10,100.00	\$15,300.00	\$15,300.00	
Traffic Control	LS	1	\$6,300.00	\$6,300.00	\$5,500.00	\$5,500.00	
Removals	LS	1	\$8,300.00	\$8,300.00	\$8,500.00	\$8,500.00	
12" Corrugated Metal Pipe	LF	72	\$44.45	\$3,200.40	\$45.00	\$3,240.00	
15" Corrugated Metal Pipe	LF	244	\$45.00	\$10,980.00	\$47.00	\$11,468.00	
21"x15" Corrugated Metal Pipe	LF	100	\$49.00	\$4,900.00	\$55.00	\$5,500.00	
24" Reinforced Concrete Pipe	LF	108	\$64.00	\$6,912.00	\$94.00	\$10,152.00	
24" RCP Flared End Section	EA	4	\$660.00	\$2,640.00	\$750.00	\$3,000.00	
36" Reinforced Concrete Pipe	LF	75	\$83.00	\$6,225.00	\$150.00	\$11,250.00	
36" RCP Flared End Section	EA	2	\$1,320.00	\$2,640.00	\$1,500.00	\$3,000.00	
4"(W)x4'6"(H)x8'(L)(I D) 2-sided open inlet	EA	1	\$4,200.00	\$4,200.00	\$3,500.00	\$3,500.00	
Ditching	LF	3875	\$6.70	\$25,962.50	\$7.00	\$27,125.00	
Erosion Control Blankets	SY	2884	\$2.10	\$6,056.40	\$2.00	\$5,768.00	
Prathersville Rd							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Type 3 Mulch	AC	0.9	\$3,780.00	\$3,402.00	\$1,800.00	\$1,620.00	
Restoration	SY	0.9	\$1,890.00	\$1,701.00	\$1,800.00	\$1,620.00	
Dig out repair	SY	28	\$55.00	\$1,540.00	\$85.00	\$2,380.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Pipe Replacement Patch	SY	142	\$41.50	\$5,893.00	\$50.00	\$7,100.00	
Asphalt Wedge - Type C Mix	Ton	550	\$39.40	\$21,670.00	\$39.40	\$21,670.00	
Asphalt Paving - Type C Mix	Ton	1200	\$39.40	\$47,280.00	\$39.40	\$47,280.00	
Asphalt Paving - Bit. Base	Ton	80	\$38.00	\$3,040.00	\$38.00	\$3,040.00	
Mill Joints	LS	1	\$4,030.00	\$4,030.00	\$2,000.00	\$2,000.00	
Type 1 Base Aggregate	Ton	40	\$18.10	\$724.00	\$30.00	\$1,200.00	
Type 2 Base Aggregate	Ton	45	\$35.00	\$1,575.00	\$30.00	\$1,350.00	
Type 1 Rock (Driveway)	Ton	16	\$21.00	\$336.00	\$30.00	\$480.00	
Type 1 Rock Blanket	CY	28.5	\$80.00	\$2,280.00	\$100.00	\$2,850.00	

				APAC of Missouri, Inc.		Aplex, Inc.	
Concrete Driveway Replacement	SY	21	\$63.15	\$1,326.15	\$45.00	\$945.00	
Flowable Backfill	CY	4	\$167.26	\$669.04	\$300.00	\$1,200.00	
<b>Prathersville Rd Total</b>					\$193,992.49	\$208,438.00	
<b>Rangeline Road</b>							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Mobilization	LS	1	\$5,030.00	\$5,030.00	\$7,800.00	\$7,800.00	
Traffic Control	LS	1	\$3,654.00	\$3,654.00	\$2,500.00	\$2,500.00	
Removals	LS	1	\$5,500.00	\$5,500.00	\$2,500.00	\$2,500.00	
Curb Replacement	LF	30	\$81.50	\$2,445.00	\$30.00	\$900.00	
18" Reinforced Concrete Pipe	LF	45	\$50.50	\$2,272.50	\$65.00	\$2,925.00	
18" RCP Flared End Section	EA	2	\$555.17	\$1,110.34	\$500.00	\$1,000.00	
Ditching	LF	440	\$13.60	\$5,984.00	\$10.00	\$4,400.00	
Erosion Control Blankets	SY	326	\$2.10	\$684.60	\$2.00	\$652.00	
Type 3 Mulch	AC	0.1	\$1,890.00	\$189.00	\$1,800.00	\$180.00	
Yard Mix Seeding	AC	0.1	\$1,890.00	\$189.00	\$1,800.00	\$180.00	
Asphalt Dig out Repair	SY	53	\$55.00	\$2,915.00	\$85.00	\$4,505.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Pipe Replacement Patch	SY	15	\$41.50	\$622.50	\$85.00	\$1,275.00	
Asphalt Paving - Type C Mix	Ton	890	\$41.55	\$36,979.50	\$41.55	\$36,979.50	
Mill Joints	LS	1	\$4,030.00	\$4,030.00	\$500.00	\$500.00	
Roadway Edge Milling (48"mim/78" max)	LF	5700	\$2.15	\$12,255.00	\$1.00	\$5,700.00	
Concrete Drive way Replacement	SY	7	\$63.15	\$442.05	\$50.00	\$350.00	
Type 1 Rock Blanket	CY	12	\$80.00	\$960.00	\$100.00	\$1,200.00	
<b>Rangeline Road Total</b>					\$85,372.49	\$73,946.50	
<b>Old Millers Road</b>							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Mobilization	LS	1	\$5,030.00	\$5,030.00	\$7,500.00	\$7,500.00	
Traffic Control	LS	1	\$3,655.00	\$3,655.00	\$2,500.00	\$2,500.00	
Removals	LS	1	\$6,390.00	\$6,390.00	\$2,500.00	\$2,500.00	
Pipe Replacement Patch	SY	24	\$46.00	\$1,104.00	\$60.00	\$1,440.00	
Asphalt Dig Out Repair	SY	120	\$55.00	\$6,600.00	\$60.00	\$7,200.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Asphalt Paving - Type C Mix	Ton	470	\$41.85	\$19,669.50	\$41.85	\$19,669.50	
Mill Joints	LS	1	\$4,030.00	\$4,030.00	\$800.00	\$800.00	
<b>Old Millers Road Total</b>					\$46,588.50	\$42,009.50	

				APAC of Missouri, Inc.		Aplex, Inc.	
<b>Old Millers Road Alternate #1</b>							
Pipe Replacement Patch	SY	24	\$46.00	\$1,104.00	\$60.00	\$1,440.00	
Asphalt Paving - Type C Mix	Ton	110	\$41.85	\$4,603.50	\$41.85	\$4,603.50	
Mill Joints	LS	1	\$3,360.00	\$3,360.00	\$500.00	\$500.00	
<b>Old Millers Rd Alternate #1 Total</b>					\$9,067.50	\$6,543.50	
<b>Old Millers Road Alternate #2</b>							
Asphalt Dig out Repair	SY	22	\$55.00	\$1,210.00	\$60.00	\$1,320.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Asphalt Paving - Type C Mix	Ton	206	\$41.85	\$8,621.10	\$41.85	\$8,621.10	
Mill Joints	LS	1	\$2,015.00	\$2,015.00	\$350.00	\$350.00	
<b>Old Millers Rd Alternate #2 Total</b>					\$11,956.10	\$10,691.10	
<b>Old Millers Road Alternate #3</b>							
Asphalt Dig out Repair	SY	18	\$55.00	\$990.00	\$60.00	\$1,080.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Asphalt Paving - Type C Mix	Ton	135	\$41.85	\$5,649.75	\$41.85	\$5,649.75	
Mill Joints	LS	1	\$1,680.00	\$1,680.00	\$250.00	\$250.00	
<b>Old Millers Rd Alternate #3 Total</b>					\$8,429.75	\$7,379.75	
<b>Oakland Gravel / Alfalfa Drive</b>							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Mobilization	LS	1	\$11,350.00	\$11,350.00	\$14,500.00	\$14,500.00	
Traffic Control	LS	1	\$3,655.00	\$3,655.00	\$10,000.00	\$10,000.00	
Removals	LS	1	\$6,710.00	\$6,710.00	\$8,500.00	\$8,500.00	
15" Corrugated Metal Pipe	LF	72	\$45.00	\$3,240.00	\$50.00	\$3,600.00	
15"x21" Corrugated Metal Pipe	LF	54	\$48.50	\$2,619.00	\$60.00	\$3,240.00	
20"x28" Corrugated Metal Pipe	LF	20	\$54.50	\$1,090.00	\$105.00	\$2,100.00	
24" Reinforced Concrete Pipe	LF	23	\$64.00	\$1,440.00	\$100.00	\$2,250.00	
24" RCP Flared End Section	EA	2	\$550.00	\$1,100.00	\$650.00	\$1,300.00	
24"x38" Reinforced Concrete Pipe	LF	75	\$146.00	\$10,950.00	\$115.00	\$8,625.00	

				APAC of Missouri, Inc.		Aplex, Inc.	
24"x38" RCP Flared End Section	EA	4		\$910.00	\$3,640.00	\$1,250.00	\$5,000.00
30" Reinforced Concrete Pipe	LF	30		\$73.28	\$2,198.40	\$100.00	\$3,000.00
30" RCP Flared End Section	EA	2		\$1,110.00	\$2,220.00	\$900.00	\$1,800.00
Ditching	LF	4070		\$8.15	\$33,170.50	\$7.00	\$28,490.00
Erosion Control Blankets	SY	3090		\$2.10	\$6,489.00	\$2.00	\$6,180.00
Type 3 Mulch	AC	0.93		\$3,780.00	\$3,515.40	\$1,800.00	\$1,674.00
<b>Oakland Gravel / Alfalfa Drive</b>							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Yard Mix Seeding	AC	0.93	\$1,890.00	\$1,757.70	\$1,800.00	\$1,674.00	
Pipe Replacement Patch	SY	62	\$38.70	\$2,399.40	\$60.00	\$3,720.00	
Asphalt Dig out repair	SY	130	\$55.00	\$7,150.00	\$60.00	\$7,800.00	
Additional Depth Dig Out Repair	CY	2	\$55.00	\$110.00	\$200.00	\$400.00	
Asphalt Wedge - Type C Mix	Ton	45	\$41.00	\$1,845.00	\$41.00	\$1,845.00	
Asphalt Paving - Type C Mix	Ton	1260	\$41.00	\$51,660.00	\$41.00	\$51,660.00	
Asphalt Paving - Bit. Base	Ton	230	\$38.00	\$8,740.00	\$38.00	\$8,740.00	
Mill Joints	LS	1	\$4,030.00	\$4,030.00	\$10,000.00	\$10,000.00	
Type 1 Base Aggregate	Ton	15	\$29.00	\$435.00	\$30.00	\$450.00	
Type 1 Rock (Driveway)	Ton	45	\$30.00	\$1,350.00	\$30.00	\$1,350.00	
Type 1 Rock Blanket	CY	24	\$80.00	\$1,920.00	\$100.00	\$2,400.00	
<b>Oakland Gravel / Alfalfa Drive Total</b>				\$174,784.40		\$190,298.00	
<b>Wagon Trail Road</b>							
Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	
Mobilization	LS	1	\$6,290.00	\$6,290.00	\$5,500.00	\$5,500.00	
Traffic Control	LS	1	\$2,375.00	\$2,375.00	\$2,500.00	\$2,500.00	
Removals	LS	1	\$2,030.00	\$2,030.00	\$3,500.00	\$3,500.00	
12" Corrugated Metal Pipe	LF	54	\$49.50	\$2,673.00	\$45.00	\$2,430.00	
15" Corrugated Metal Pipe	LF	24	\$45.00	\$1,080.00	\$60.00	\$1,440.00	
18" Corrugated Metal Pipe	LF	50	\$51.55	\$2,577.50	\$60.00	\$3,000.00	
15"x21" Corrugated Metal Pipe	LF	78	\$48.00	\$3,744.00	\$60.00	\$4,680.00	
Ditching	LF	3610	\$8.25	\$29,782.50	\$7.00	\$25,270.00	
Erosion Control Blankets	SY	2675	\$2.10	\$5,617.50	\$2.00	\$5,350.00	

				APAC of Missouri, Inc.		Aplex, Inc.	
Type 3 Mulch	AC	0.83		\$1,890.00	\$1,568.70	\$1,800.00	\$1,494.00
Yard Mix Seeding	AC	0.83		\$1,890.00	\$1,568.70	\$1,800.00	\$1,494.00
Mill Joints	LS	1		\$4,030.00	\$4,030.00	\$1,100.00	\$1,100.00
Asphalt Dig out repair	SY	62		\$55.00	\$3,410.00	\$60.00	\$3,720.00
Additional Depth Dig Out Repair	CY	2		\$55.00	\$110.00	\$200.00	\$400.00
Asphalt Wedge - Type C Mix	Ton	30		\$41.00	\$1,230.00	\$41.00	\$1,230.00
Asphalt Paving - Type C Mix	Ton	398		\$40.00	\$15,920.00	\$40.00	\$15,920.00
Asphalt Paving - Bit. Base	Ton	15		\$39.00	\$585.00	\$39.00	\$585.00
Type 1 Rock Blanket	CY	48		\$80.00	\$3,840.00	\$100.00	\$4,800.00
Type 2 Rock Ditch Liner	CY	22		\$80.00	\$1,760.00	\$60.00	\$1,320.00
<b>Wagon Trail Road Total</b>					\$90,191.90		\$85,733.00
<b>Addendum 1 Alternate Bid-CMP in place of RCP</b>							
<b>Rangeline Road Bid</b>							
18" CMP-Poly Coated-Includes Mitred End Sections	LF	58		\$60.00	\$3,480.00	\$58.00	\$3,364.00
<b>Oakland Gravel/Alfalfa Drive</b>							
30" CMP-Poly Coated-Includes Mitred End Sections	LF	36		\$100.00	\$3,600.00	\$87.00	\$3,132.00
(2) 42" x 29" CMP-Poly Coated-Includes Mitred End Sections	LF	100		\$131.00	\$13,100.00	\$94.00	\$9,400.00
36" CMP-Poly Coated-Includes Mitred End Sections	LF	42		\$105.00	\$4,410.00	\$94.00	\$3,948.00

				APAC of Missouri, Inc.		Aplex, Inc.	
<b>Bid Totals</b>							
Prathersville Bid Total					\$193,992.49		\$208,438.00
Rangeline Bid Total					\$85,372.49		\$73,946.50
Old Millers Road Base Bid Total					\$46,588.50		\$42,009.50
Oakland Gravel Road/ Alfalfa Dr.					\$174,784.40		\$190,298.00
Wagon Trail Road Bid Total					\$90,191.90		\$85,733.00
<b>Total of all Base Bids</b>					<b>\$590,929.78</b>		<b>\$600,425.00</b>
Old Millers Road Alternate #1Bid Total					\$9,067.50		\$6,543.50
Old Millers Road Alternate #2Bid Total					\$11,956.10		\$10,691.10
Old Millers Road Alternate #3Bid Total					\$8,429.75		\$7,379.75
<b>Total of all Alternate Bids</b>					<b>\$29,453.35</b>		<b>\$24,614.35</b>
Addendum Acknowledgment				Yes		Yes	
Addendum One				Included		Included	
Completion of Bidder's Qualifications				Included		Included	
Anti Collusion Statement				Included		Included	
Signature and Identity of Bidder				Included		Included	
Bidder's Acknowledgment				Included		Included	

No Bid

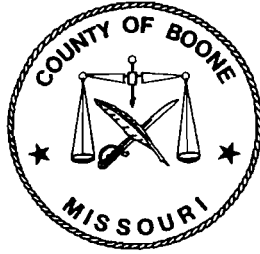


# Boone County Public Works

**David W. Mink, P.E.**

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (223)  
FAX (573) 875-1602  
EMAIL: dmink@boonecountymo.org

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Date: April 12, 2005

To: County Commission

From: David Mink *DWM*

Subject: Overlay and Chip Seal Bids – Award Recommendation

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The Department recommends awarding contracts to the low bidders for both of these projects. Rising petroleum prices and increased contractor workload due to Amendment 3 may partially account for the higher bids on the overlay bid. We believe that the bids received are competitive given the market conditions and that re-bidding offers no guarantee that bids would be less and could likely result in higher bids.

The total project costs for the overlay and chip seal are projected as follows:

Overlay including add alternate one	\$599,997
Less City reimbursement	\$ 14,553
Less MoDot reimbursement	<u>\$ 3,636</u>
Total	<b>\$581,808</b>
Chip Seal	\$151,876
Less City reimbursement	<u>\$ 6,954</u>
Total	<b>\$144,922</b>
Grand Total	<b>\$726,730</b>
Budget	<u>\$625,000</u>
Difference	<b>\$101,730</b>

The overlay bid contains a significant amount of pipe replacement and ditching work. There is included in the budget over \$400,000 for pipe work which could absorb the cost difference. The Department will also generate an invoice for additional reimbursement from the City for pipe replacement and asphalt patching done by County forces yet to be determined. It should be noted that the Missouri Department of Transportation has declined to accept add alternates 2 and 3 to overlay on their Right-of-Way on Old Miller's Road and Rolling Hills Road.

cc: Melinda Bobbitt ✓  
Don Abell  
Chip Estabrooks  
John Watkins

4/14/05

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI

DATE

7490

APAC-Missouri, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.680, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

RECEIVED

APR 15 2005

#20-24MAR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 181-2005

Return to Auditor's Office

BOONE COUNTY AUDITOR

Bill To Department # 2040

Ship To Department # 2040

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 0	7 1 1 0 0	Asphalt Overlay	1	599996.78	599996.78
		5% Contingency			29999.84
			1		
		Total			629996.62

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*David M. ...*  
Requesting Official

*se*  
Auditor Approval

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **APAC-Missouri, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 20-24MAR05**  
**Asphalt Overlay & Roadway Drainage**  
 Project No. 9810  
 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 Prathersville Road Bid, Rangeline Road Bid, Old Millers Road Bid, Old Millers Road Alternate Bid #1, Oakland Gravel/Alfalfa Drive Bid, and Wagon Trail Road Bid for a total contract amount of \$599,996.78.

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/Project Notes
17. Affidavit—Prevailing Wage
18. State Wage Rates-Annual Wage Order No. 11
19. Boone County Standard Terms and Conditions
20. Plans Sheets-Prathersville Road
21. Plans Sheets-Rangeline Road
22. Plans Sheets-Oakland Gravel Road/Alfalfa Drive
23. Plans Sheets-Old Millers Road
24. Details

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.

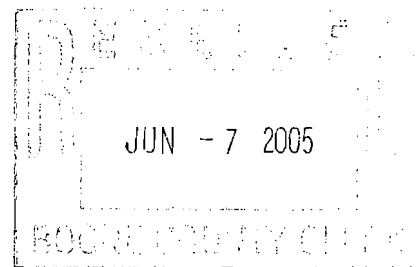
The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done 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.



# NOTICE TO PROCEED



DATE: June 6, 2005

TO: APAC – Missouri, Inc.

ADDRESS: P. O. Box 1117  
Columbia, MO 65205

PROJECT: Bid Number 20 – 24 MAR 05  
Asphalt Overlay & Roadway Drainage Improvements

You are hereby notified that the Contract Time under the above contract will commence on **May 19, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **90 calendar** days.

**All inspections for this project should be called in to the Design & Construction office at 449-8515. 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: John P. Watkins II  
Date: 6/6/05

John P. Watkins II  
Project Development Manager

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

181-2005

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

180-2005

## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: April 14, 2005  
RE: 25-24MAR05 Boatman Hill Storm Drainage Project

The Bid for Boatman Hill Storm Drainage Project closed on March 24, 2005. Four bids were received. Purchasing and the Public Work's department recommend award to Aplex, Inc. for submitting the low bid.

Total cost of contract is \$77,988.00 with a 10% contingency of \$7,798.80 for a total Purchase Order amount of \$85,786.80. This contract will be paid out of department 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The original budget was \$60,000.00. Please see the attached memo from David Mink outlining the cost difference and expected savings in other areas to cover the additional expense.

Please find attached a copy of the bid tabulation and memo from Public Works for your review.

ATT: Bid Tabulation  
Public Works Memo

cc: Jane Morris, Public Works  
John Watkins, Public Works  
David Mink, Public Works  
Bid File

# BID TABULATION

## 25-24MAR05 Boatman Hill Storm Drainage Project

	Base bid		Bell Contracting		Aplex, Inc		Capital Railroad Contr.		J.C. Industries, Inc	
Description	QTY	Unit	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
Mobilization	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,454.76	\$5,454.76
Construction Staking	1	LS	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$1,907.66	\$1,907.66
Erosion Control	1	LS	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,250.00	\$2,250.00	\$2,725.21	\$2,725.21
Removals	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00	\$2,153.50	\$2,153.50
Type 3 Rock Ditch Liner	45.3	CY	\$75.15	\$3,404.30	\$60.00	\$2,718.00	\$50.00	\$2,265.00	\$76.79	\$3,478.59
48" RCP - Class IV	23.1	LF	\$369.45	\$85,342.95	\$170.00	\$39,270.00	\$340.00	\$78,540.00	\$223.20	\$51,559.20
6'x6' Side Opening Inlet	1	EA	\$4,564.52	\$4,564.52	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00	\$4,544.16	\$4,544.16
Pavement Restoration	1	LS	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$4,500.00	\$4,500.00	\$7,981.97	\$7,981.97
Surface Restoration	1	LS	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$3,366.17	\$3,366.17
48" RCP Flared End Sec	1	EA	\$2,008.00	\$2,008.00	\$2,500.00	\$2,500.00	\$1,200.00	\$1,200.00	\$1,695.53	\$1,695.53
<b>Bid Total</b>				\$122,269.77		\$77,988.00		\$105,455.00		\$84,866.75
Addendum Acknowledgment				Included	Included	Included	Included			
Addendum One				Included	Included	Included	Included			
Completion of Bidder's Qualifications				Included	Included	Included	Included			
Anti Collusion Statement				Included	Included	Included	Included			



Signature and Identity of Bidder	Included	Included	Included	Included
Bidder's Acknowledgment	Included	Included	Included	Included

No Bid

# Boone County Public Works

**David W. Mink, P.E.**

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (223)  
FAX (573) 875-1602  
EMAIL: dmink@boonecountymo.org

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Date: April 12, 2005  
To: County Commission  
From: David Mink *DWM*  
Subject: Boatman Hill Pipe Replacement Bid – Award Recommendation

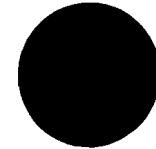
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The Department recommends award to Apex, Inc. for their low bid of \$77,988.00. The budget for this project is \$60,000. Postponing this project would likely result in higher bid prices and would allow the existing pipe to continue to deteriorate possibly to the point of failure which could result in flooding of the road. The cost overrun can be absorbed in cost savings on other projects such as savings on equipment purchases already realized. It is also reasonable that the difference could be absorbed by the pipe replacement budget.

Cc: Melinda Bobbitt ✓  
Don Abell  
Chip Estabrooks  
John Watkins

4/14/05

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



DATE

9624

Aplex, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

RECEIVED

#25-24MAR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 180-2005

APR 15 2005

Return to Auditor's Office

BOONE COUNTY AUDITOR

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
2	J	4	5	7	1	1	0 0	Base Bid Boatman Hill Storm Drainage Project	1	77988.00	77988.00
								10% Contingency			7798.80
								Total			85786.80

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*David M. [Signature]* 4/14/05  
Requesting Official

*[Signature]*  
Auditor Approval

**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 **Aplex, 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 25-24MAR05  
Boatman Hill Storm Drainage Project  
Project No. 9783  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid in the amount of \$77,988.00.

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. 11
19. Boone County Standard Terms and Conditions
20. Corps of Engineers and MDNR Permits
21. Geotechnical Report

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.

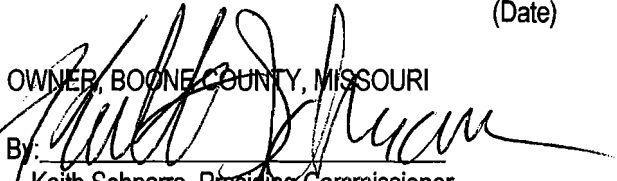
The Owner agrees to pay the Contractor in the amount:

**Seventy Seven Thousand Nine Hundred Eighty Eight Dollars (\$77,988.00)**

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.

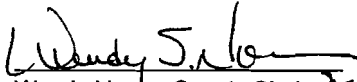
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 21 APRIL 2008 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

CONTRACTOR: **Aplex, Inc.**


  
Wendy Noren, County Clerk <sup>x</sup>

By:   
Authorized Representative Signature

By: Lois Helmig  
Authorized Representative Printed Name

Title: President

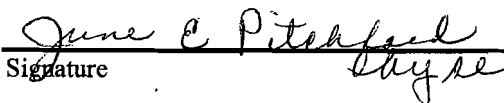
Approved as to Legal Form:

  
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.)

2045/71100 - \$77,988.00

  
Signature *chys*

4/18/08  
Date

Appropriation Account

# NOTICE TO PROCEED

DATE: May 31, 2005

TO: Apex, Inc.

ADDRESS: 3188 CR 303  
Linn, MO 65051

PROJECT: Bid Number 25 – 24 MAR 05  
Boatman Hill Storm Drainage Project

You are hereby notified that the Contract Time under the above contract will commence on **June 6, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

**All inspections for this project should be called in to the Design & Construction office at 449-8515. 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: John P. Watkins II  
Date: 5/31/05

John P. Watkins II  
Project Development Manager

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

180-2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April 20 05

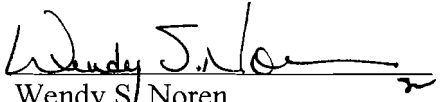
the following, among other proceedings, were had, viz:

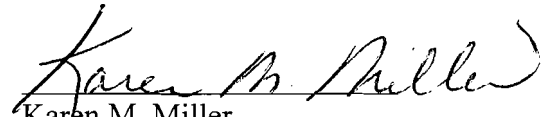
Now on this day the County Commission of the County of Boone does hereby award bid 20-24MAR05 for Asphalt Overlay and Roadway Drainage to APAC-Missouri, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 21<sup>st</sup> day of April, 2005.

  
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.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

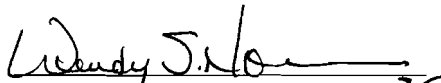
21<sup>st</sup> day of April 20 05

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

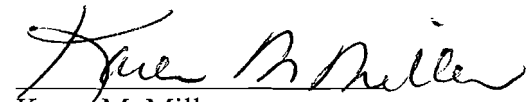
Now on this day the County Commission of the County of Boone does hereby award bid 30-07APR05 for the Good Time Acres Neighborhood Improvement District project to Aplex, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.


Done this 21<sup>st</sup> day of April, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

182-2005

## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: April 14, 2005  
RE: 30-07APR05 Good Time Acres Neighborhood Improvement Project

The Bid for Good Time Acres Neighborhood Improvement Project closed on April 7, 2005. Three bids were received. Purchasing and the Public Work's department recommend award to Apex, Inc. for submitting the low bid.

Total cost of contract is \$160,796.64 with a 10% contingency of \$16,079.66 for a total Purchase Order amount of \$176,876.30. This contract will be paid out of department 5200 – Good Time Acres Road NID, account number 71100 – Outside Services and 2045 – Public Works Design and Construction, account number 71100 – Outside Services. The NID portion of the project equals \$132,586.64 plus a 10% contingency of \$13,258.66 for a total cost of \$145,845.30. The maximum cost for the NID is \$174,340.00. The Boone County Public Works portion of the project equals \$28,210.00 with a contingency amount of \$2,821.00. Attached is a Good Time Acres NID Construction Bid Breakdown as well as the Purchasing recommendation for award memo with the cost breakdowns outlined.

Please find attached a copy of the bid tabulation, recommendation for award memo from Purchasing, and a construction breakdown from Public Works.

ATT: Bid Tabulation  
Public Works Construction Breakdown  
Recommendation for award memo from Purchasing

cc: Jane Morris, Public Works  
John Watkins, Public Works  
David Mink, Public Works  
Bid File

# BID TABULATION

30-07APR05 - Good Time Acres Neighborhood Improvement Project

5.1	Asphalt Pavement Option Bid		Lehman Construction		Aplex, Inc.		Columbia Curb & Gutter		
	Description	QTY	Unit	Unit Price	Extened total	Unit Price	Extened total	Unit Price	Extened total
	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$6,600.00	\$6,600.00
	Construction Staking	1	LS	\$1,900.00	\$1,900.00	\$3,000.00	\$3,000.00	\$4,500.00	\$4,500.00
	Traffic Control	1	LS	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$4,000.00	\$4,000.00
	Seeding & Mulching	1	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$5,400.00	\$5,400.00
	Erosion Control Blanket	100	SY	\$9.00	\$900.00	\$7.00	\$700.00	\$7.80	\$780.00
	Removals	1	LS	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00	\$25,500.00	\$25,500.00
	Earth Work	1	LS	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00	\$4,600.00	\$4,600.00
	Earth Subgrade repair	350	CY	\$35.00	\$12,250.00	\$20.00	\$7,000.00	\$16.00	\$5,600.00
	Concrete Driveway	245	SY	\$50.00	\$12,250.00	\$40.00	\$9,800.00	\$45.00	\$11,025.00
	Concrete Curb & Gutter	1981	LF	\$15.00	\$29,715.00	\$13.00	\$25,753.00	\$20.00	\$39,620.00
	4" OF Type 1 Rolled Stone Base	2966	SY	\$4.00	\$11,864.00	\$3.77	\$11,181.82	\$4.15	\$12,308.90
	4½" of Plant Mix Bituminous Base Course	2301	SY	\$12.00	\$27,612.00	\$11.69	\$26,898.69	\$13.00	\$29,913.00
	2½" of Type C Asphaltic Concrete	2301	SY	\$4.50	\$10,354.50	\$4.13	\$9,503.13	\$4.60	\$10,584.60
	24" Corrugated Metal Pipe	88	LF	\$60.00	\$5,280.00	\$45.00	\$3,960.00	\$42.00	\$3,696.00
	Flared End Section (24" CMP)	1	EA	\$300.00	\$300.00	\$250.00	\$250.00	\$250.00	\$250.00
	10'x3' Type M Inlet	1	EA	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00	\$3,900.00	\$3,900.00

# BID TABULATION

30-07APR05 - Good Time Acres Neighborhood Improvement Project

5.1	Asphalt Pavement Option Bid		Lehman Construction	Aplex, Inc.	Columbia Curb & Gutter
-----	-----------------------------	--	---------------------	-------------	------------------------

Type 1 Rock Blanket	18	Ton	\$50.00	\$900.00	\$1,800.00	\$40.00	\$720.00
MoDot Culvert @ Route K	1	LS	\$3,650.00	\$3,650.00	\$1,500.00	\$1,500.00	\$2,500.00
Bethel Church Road Culvert Installation	1	LS	\$25,000.00	\$25,000.00	\$10,450.00	\$10,450.00	\$17,400.00
<b>Bid Total</b>				<b>\$180,375.50</b>		<b>\$160,796.64</b>	<b>\$188,897.50</b>

5.2.	Concrete Pavement Option Bid			Lehman Construction		Aplex, Inc.		Columbia Curb & Gutter	
	Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	Unit Price	Extended total
	Mobilization	1	LS	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	<b>NO BID</b>	
	Construction Staking	1	LS	\$900.00	\$900.00	\$3,000.00	\$3,000.00		
	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00		
	Seeding & Mulching	1	LS	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00		
	Erosion Control Blanket	100	SY	\$9.00	\$900.00	\$7.00	\$700.00		
	Removels	1	LS	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00		
	Earth Work	1	LS	\$6,000.00	\$6,000.00	\$7,000.00	\$7,000.00		
	Earth Subgrade repair	350	CY	\$35.00	\$12,250.00	\$20.00	\$7,000.00		
	Concrete Driveway	245	SY	\$50.00	\$12,250.00	\$40.00	\$9,800.00		
	4" OF Type 1 Rolled Stone Base	2966	SY	\$4.00	\$11,864.00	\$5.00	\$14,830.00		
	6" of Class A Portland Cement Concrete	2851	SY	\$45.00	\$128,295.00	\$37.00	\$105,487.00		
5.2.	Concrete Pavement Option Bid			Lehman Construction		Aplex, Inc.		Columbia Curb & Gutter	
	Description	QTY	Unit	Unit Price	Extended total	Unit Price	Extended total	Unit Price	Extended total
	24" Corrugated Metal Pipe	88	LF	\$45.00	\$3,960.00	\$45.00	\$3,960.00		
	Flared End Section (24" CMP)	1	EA	\$300.00	\$300.00	\$250.00	\$250.00		
	10'x3' Type M Inlet	1	EA	\$4,400.00	\$4,400.00	\$4,000.00	\$4,000.00		
	Type 1 Rock Blanket	18	Ton	\$50.00	\$900.00	\$100.00	\$1,800.00		

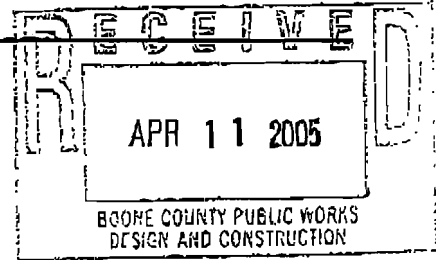
MoDot Culvert @ Route K	1	LS	\$650.00	\$650.00	\$1,500.00	\$1,500.00		
Bethel Church Road Culvert Installation	1	LS	\$14,994.00	\$14,994.00	\$10,450.00	\$10,450.00		
<b>Bid Total</b>				<b>\$222,663.00</b>		<b>\$207,777.00</b>		<b>NO BID</b>
Addendum Acknowledgment				Yes		Yes		Yes
Addendum One				Included		Included		Included
Completion of Bidder's Qualifications				No		Included		Included
Anti Collusion Statement				Included		Included		Included
Signature and Identity of Bidder				Included		Included		Included
Bidder's Acknowledgment				Included		Included		Included

# Boone County Purchasing

Heather Turner, CPPB  
Buyer



601 E. Walnut, Rm. 209  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390



TO: John Watkins  
Public Works

FROM: Heather Turner, CPPB  
Buyer, Purchasing

DATE: April 7, 2005

RE: BID AWARD RECOMMENDATION - BID #30-07APR05 Good Time Acres  
Neighborhood Improvement Project

Attached is the tabulation and the three (3) bid responses received for the above referenced bid. Please return this cover sheet with your recommendation after you have completed the evaluation of this bid. If you have any questions, please call 886-4392 or e-mail: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org).

The Purchasing Office recommends award to Aplex, Inc., the low bidder. Please evaluate carefully whether Aplex, Inc.'s response meets the specifications.

NID Construction Budget  
\$ 121,979.13 - \$ 152,473.91

**DEPARTMENT REPLY:**

Department Number: 1340  
Account Number: \_\_\_\_\_  
Budgeted: \$ \_\_\_\_\_

COST BREAKDOWN

NID = \$ 132,586.64  
= \$ 28,210.00 BCPW Portion

- Award Bid to the low bidder (Aplex, Inc.). *Dept. 2045 Account # 71100*
- Recommend accepting the following bid for reasons detailed on attached page. (Attach department recommendation explaining why not awarding to low bid). *Budget \$20,000*
- Recommend rejecting all bids for reasons detailed on attached page. (Attach department recommendation).

Department Head Signature: *David Mink*  
David Mink

Date: *4/13/05*

*John Watkins II 4/13/05*  
NID

<b>Good Time Acres NID Construction Bid Breakdown</b>					
<b>Items that should be paid for by Boone County under contract.</b>					
<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Extended Total</b>	<b>Justification</b>
Mobilization	20%	EA	\$ 10,000.00	\$ 2,000.00	Boone County Maintenance Improvement
Construction Staking	25%	EA	\$ 3,000.00	\$ 750.00	Boone County Maintenance Improvement
Traffic Control	25%	EA	\$ 6,000.00	\$ 1,500.00	Boone County Maintenance Improvement
Seeding & Mulching	25%	EA	\$ 4,000.00	\$ 1,000.00	Boone County Maintenance Improvement
Erosion Control Blanket	100	SY	\$ 7.00	\$ 700.00	Boone County Maintenance Improvement
Removals	10%	EA	\$ 18,000.00	\$ 1,800.00	Boone County Maintenance Improvement
24" CMP on Bethel Church Road	88	LF	\$ 45.00	\$ 3,960.00	Boone County Maintenance Improvement
24" ,aired End Section	1	EA	\$ 250.00	\$ 250.00	Boone County Maintenance Improvement
Inlet @ Bethel Church Road	1	EA	\$ 4,000.00	\$ 4,000.00	Boone County Maintenance Improvement
Type 1 Rock Blanket	18	Ton	\$ 100.00	\$ 1,800.00	Boone County Maintenance Improvement
Bethel Church Road Culvert Replacement	1	LS	\$ 10,450.00	\$ 10,450.00	Boone County Maintenance Improvement
				<b>\$ 28,210.00</b>	
<b>Estimated Construction Cost = \$121,979.13 - \$152,473.91</b>					
<b>Based on Bid of \$160,796.64 and deducting the \$28,210.00 (BCPW Portion) =</b>					
<b>Total Adjusted Construction Bid for NID = \$132,586.64.</b>					

4/14/05

DATE

7490

VENDOR NO.

APAC-Missouri, Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

#### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

**RECEIVED**

**#26-07APR05**

(Enter Applicable Bid / Sole Source / Emergency Number)

Comm Order # 182-2005

APR 15 2005

Return to Auditor's Office

BOONE COUNTY AUDITOR

Bill To Department # 2040

Ship To Department # 2040

Department				Account				Item Description	Qty	Unit Price	Amount	
2	0	4	0	7	1	1	0	0	Chip and Seal Application	1	151876.48	151876.48
									5% Contingency			7593.82
									Total			159470.30

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

*David M. ...* 4/19/05  
Requesting Official

*[Signature]*  
Auditor Approval



**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 **Aplex, 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 30-07APR05**  
**Good Time Acres Neighborhood Improvement Project**  
Project No. 9751  
BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the Base Bid-Asphalt Pavement Option in the amount of \$160,796.64.

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. 11
19. Boone County Standard Terms and Conditions

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

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

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

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

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

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

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

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


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

The Owner agrees to pay the Contractor in the amount:

**One Hundred Sixty Thousand Seven Hundred Ninety Six Dollars and Sixty Four Cents (\$160,796.64)**

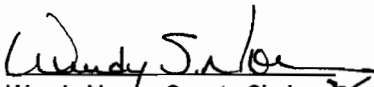
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 21 APRIL 2005 at Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI  
By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

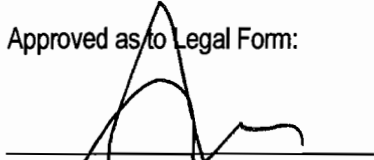
CONTRACTOR: **Aplex, Inc.**

  
Wendy Noren, County Clerk

By:   
Authorized Representative Signature

By: Lois Helmig  
Authorized Representative Printed Name

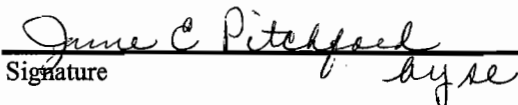
Title: President

Approved as to Legal Form:  
  
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.)

2045/71100 - \$28,210.00  
5200/71100 - 132586.64

 4/18/05  
Signature Date Appropriation Account

# NOTICE TO PROCEED

DATE: May 31, 2005

TO: Aplex, Inc.

ADDRESS: 3188 CR 303  
Linn, MO 65051

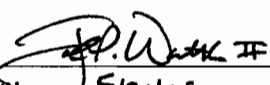
PROJECT: Bid Number 30 – 07 APR 05  
Good Time Acres NID Project

You are hereby notified that the Contract Time under the above contract will commence on **May 16, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **30** working days.

**All inspections for this project should be called in to the Design & Construction office at 449-8515. 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:   
Date: 5/31/05

John P. Watkins II  
Project Development Manager

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

182-2005

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April 20 05

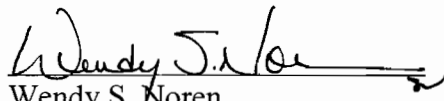
the following, among other proceedings, were had, viz:

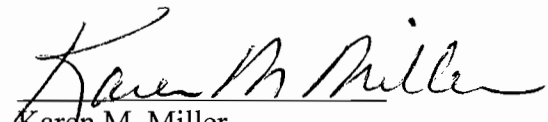
Now on this day the County Commission of the County of Boone does hereby award bid 26-07APR05 for Chip and Seal Application to APAC-Missouri, Inc. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

Done this 21<sup>st</sup> day of April, 2005.

  
Keith Schnarre  
Presiding Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Karen M. Miller  
District I Commissioner

  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Heather Turner, CPPB**  
Buyer



601 E. Walnut, Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

183-2005

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## MEMORANDUM

TO: Boone County Commission  
FROM: Heather Turner, CPPB  
DATE: April 14, 2005  
RE: 26-07APR05 Chip & Seal Application

The Bid for Chip and Seal Application closed on April 12, 2005. Three bids were received. Purchasing and the Public Work's department recommend award to APAC-Missouri, Inc. for submitting the low bid.

Total cost of contract is \$151,876.48 with a 5% contingency of \$7,593.82 for a total Purchase Order amount of \$159,470.30. This contract will be paid out of department 2040 – Public Works Maintenance Operations, account number 71100 – Outside Services. Please see the attached memo from Public Works for information regarding the budgeted amount for this project.

Please find attached a copy of the bid tabulation and a memo from Public Works.

ATT: Bid Tabulation  
Public Works Memo

cc: Jane Morris, Public Works  
Don Abell, Public Works  
John Watkins, Public Works  
David Mink, Public Works  
Bid File

# BID TABULATION

26-07APR05 - Cleanup and Seal Application

4.7.	APAC-Missouri, Inc.		Missouri Petroleum		Clever Stone Co., Inc.						
	Description	EST. Sq. Yards	Cost Per Sq. Yards	Total Cost - Asphalt Seal Coat	Additional Work - Cost per Sq. Yard	Cost Per Sq. Yards	Total Cost - Asphalt Seal Coat	Additional Work - Cost per Sq. Yard			
	Total Estimated Square Yards	135,604	\$1.12	\$151,876.48	\$1.12	\$1.61	\$218,322.44	\$2.56	\$1.52	\$206,118.08	\$1.52
	Prompt Payment % and Net Days			0			0			0	
	Addendum Acknowledgment			Yes			Yes			Yes	
	Addendum One			Included			Included			Included	
	Completion of Bidder's Qualifications			Included			Included			Included	

**No Bid**  
Vance Bros, Inc.

# Boone County Public Works

David W. Mink, P.E.

Director of Public Works

- ❖ Maintenance Operations Division
- ❖ Design and Construction Division
- ❖ Facilities Maintenance Division



5551 Highway 63 South  
Columbia, Missouri 65201-9711  
(573) 449-8515 ext (223)  
FAX (573) 875-1602  
EMAIL: dmink@boonecountymo.org

---

Date: April 12, 2005

To: County Commission

From: David Mink *DWM*

Subject: Overlay and Chip Seal Bids – Award Recommendation

---

The Department recommends awarding contracts to the low bidders for both of these projects. Rising petroleum prices and increased contractor workload due to Amendment 3 may partially account for the higher bids on the overlay bid. We believe that the bids received are competitive given the market conditions and that re-bidding offers no guarantee that bids would be less and could likely result in higher bids.

The total project costs for the overlay and chip seal are projected as follows:

Overlay including add alternate one	\$599,997
Less City reimbursement	\$ 14,553
Less MoDot reimbursement	\$ 3,636
<b>Total</b>	<b>\$581,808</b>
Chip Seal	\$151,876
Less City reimbursement	\$ 6,954
<b>Total</b>	<b>\$144,922</b>
<b>Grand Total</b>	<b>\$726,730</b>
Budget	\$625,000
Difference	\$101,730

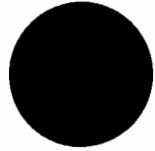
The overlay bid contains a significant amount of pipe replacement and ditching work. There is included in the budget over \$400,000 for pipe work which could absorb the cost difference. The Department will also generate an invoice for additional reimbursement from the City for pipe replacement and asphalt patching done by County forces yet to be determined. It should be noted that the Missouri Department of Transportation has declined to accept add alternates 2 and 3 to overlay on their Right-of-Way on Old Miller's Road and Rolling Hills Road.

To: Melinda Bobbitt ✓  
Don Abell  
Chip Estabrooks  
John Watkins



4/14/05

# PURCHASE REQUISITION BOONE COUNTY, MISSOURI



DATE

9624

Aplex, Inc.

VENDOR NO.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE ZIP

### BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.  
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) attached (>\$750 to \$4,449)
- <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750)
- Professional Services (see Purchasing Policy Section 3-103)

#### Transaction Not Subject To Bidding For The Following Reason:

- Utility
- Travel
- Dues
- Refund
- Training
- Pub/Subscriptions
- Required Gov Payment
- Agency Fund Distribution

To: County Clerk's Office

RECEIVED

Comm Order # 183-2005

APR 15 2005

Return to Auditor's Office

BOONE COUNTY AUDITOR

#30-07APR05

(Enter Applicable Bid / Sole Source / Emergency Number)

Bill To Department # 2045

Ship To Department # 2045

Department				Account				Item Description	Qty	Unit Price	Amount
0	4	5		7	1	1	0 0	Boone County Public Works Portion Good Time Acres Neighborhood Improvement Project	1	28210.00	28210.00
								10% Contingency			2821.00
5	2	0	0	7	1	1	0 0	NID Portion Good Time Acres Neighborhood Improvement Project	1	132586.64	132586.64
								10% Contingency			13258.66
								Total			176876.30

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
Requesting Official 4/14/05

  
Auditor Approval

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **APAC-Missouri, Inc.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 26-07APR05  
Chip and Seal Application  
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 Total Cost-Asphalt Seal Coat in the amount of \$151,876.48.

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. Statement of Bidders Qualifications
3. Introduction and General Conditions of Bidding
4. Bid Form
5. Boone County Standard Terms and Conditions
6. Insurance Requirements
7. Performance Bond
8. Labor & Material Payment Bond
9. General Specifications
10. Technical Specifications
11. State Wage Rates-Annual Wage Order No. 11
12. Construction Plans

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

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

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

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

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

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

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

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

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

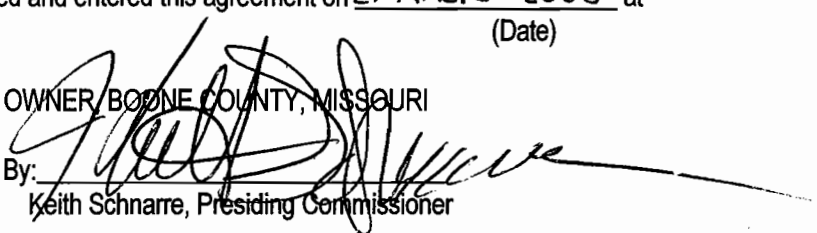
The Owner agrees to pay the Contractor in the amount:

**One Hundred Fifty One Thousand Eight Hundred Seventy Six Dollars and Forty Eight Cents (\$151,876.48)**

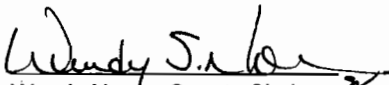
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 21 APRIL 2005 at  
Columbia, Missouri. (Date)

OWNER, BOONE COUNTY, MISSOURI

By:   
Keith Schnarre, Presiding Commissioner

ATTEST:

  
Wendy Noren, County Clerk

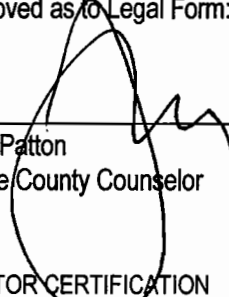
CONTRACTOR: APAC-Missouri, Inc.

By:   
Authorized Representative Signature

By: David B. Anderson  
Authorized Representative Printed Name

Title: Vice President

Approved as to Legal Form:

  
John Patton  
Boone County Counselor

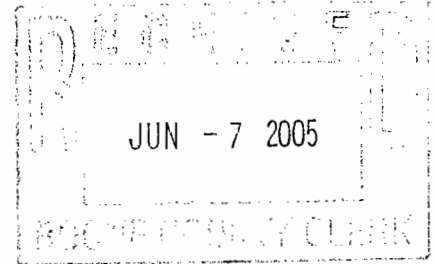
AUDITOR CERTIFICATION

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.)

2040/71100 - \$151,876.48

Jane E Pitchford      4/18/05  
Signature      by re      Date      Appropriation Account

# NOTICE TO PROCEED



DATE: June 6, 2005  
TO: APAC – Missouri, Inc.  
ADDRESS: P. O. Box 1117  
Columbia, MO 65205  
PROJECT: Bid Number 26 – 07 APR 05  
Chip & Seal Application

You are hereby notified that the Contract Time under the above contract will commence on **June 13, 2005**. You may start performing your obligations under the Contract Documents as of this date. In accordance with Instructions to Bidders, section 4.2, Contract Time shall not exceed **September 2, 2005**.

**All inspections for this project should be called in to the Design & Construction office at 449-8515. 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: John P. Watkins II  
Date: 6/6/05

John P. Watkins II  
Project Development Manager

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

183-7005

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April 20 05

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

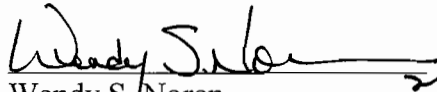
Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment:

DEPARTMENT ACCOUNT AND TITLE	AMOUNT INCREASE
2540-71100: Sheriff Civil Process – Outside Services	\$3,000.00

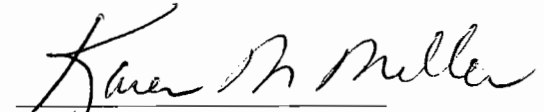
Said budget amendment is for personnel testing for the Sheriff's Department.

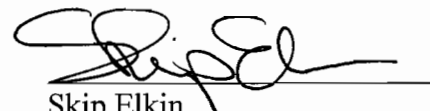
Done this 21<sup>st</sup> day of April, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

RECEIVED

MAR 09 2005

ONE COUNTY AUDITOR

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

1ST 4/7  
2ND 4/21

03-08-05

EFFECTIVE DATE

FOR AUDITORS USE

184-2005

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	5	4	0	7	1	1	0	0	CIVIL PROCESS	OUTSIDE SERVICES		3,000.00

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): EMPLOYEE TESTING FOR HIRING.

*Personnel testing*

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

*Commissioner agenda*

Auditor's Office

DISTRICT I COMMISSIONER

DISTRICT II COMMISSIONER  
PRESIDING

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

**From:** Leasa Quick  
**To:** Karen Frederick  
**Date:** 4/1/05 9:28AM  
**Subject:** Fwd: Re: Civil Process Budget Amendment- New Employee Testing

Karen, will you send me a solvency report when you do one for this BA? It is really helpful to double check my work. I appreciate it. Leasa

>>> June Pitchford 03/31/05 02:18PM >>>

Leasa,  
We'll change the amount and move it forward. Thanks,  
June

>>> Karen Frederick 03/31/05 02:17PM >>>

June:  
Yes, I have the budget amendment. I will change amount to \$3000 and process.  
Karen

>>> June Pitchford 03/31/05 02:00PM >>>

Karen-  
Do you have this BA and if so, can you change the amount and move it forward? If so, I'll confirm as such to Leasa. Thanks,

June

>>> Leasa Quick 03/31/05 01:39PM >>>

June, we decided to increase this BA up to \$3000.00. Sheriff Carey doesn't have any plans for other usage from this account at this time. Do you want me to send you a new one, or will you change the one you have? THX, Leasa

>>> June Pitchford 03/09/05 02:02PM >>>

Dwayne, Beverly, and Leasa--  
Just a couple of quick questions for you regarding this budget amendment:

1) I noticed that we spent about \$2,400 on testing last year. However, it appears that this total was for a partial year (payment activity appears to be May thru December). Based on last year's spending level, is the \$2,000 on the proposed budget amendment going to be sufficient? (I'm assuming that the \$2K is based on a fixed amount per test and an estimated number of tests for the year.)

2) Since budget amendments require a substantial amount of time for all of us (Sheriff's staff, Auditor's staff, 1st and 2nd readings, minutes transcribed, data entry, etc...) I would like to reduce the number of budget amendments if at all possible. If there are other items for which we need to establish an appropriation in the Civil Process Fund, could we combine them all on a single budget amendment?

I appreciate your help. Thanks,  
June



**Fund 254: Sheriff Civil Charges Fund**  
**Solvency Analysis**  
**Prepared by Auditor's Office**  
**4-1-2005**

Fund Balance (Unreserved) 1-1-2005 (Account 2913) 13,070.24

Plus: Actual Revenues 2005  
 Charges for Services 29,223.20

Less: Budgeted Expenditures 2005

	Current Budget	Budget Revision/ Amendment	Total	Actual YTD Expenditures + Encumbrances	Remaining Budget
Class 1	0.00	0.00	0.00	0.00	0.00
Class 2	400.00	0.00	400.00	0.00	400.00
Class 3	0.00	0.00	0.00	0.00	0.00
Class 4	6,770.00	0.00	6,770.00	404.87	6,365.13
Class 5	0.00	0.00	0.00	0.00	0.00
Class 6	0.00	0.00	0.00	0.00	0.00
Class 7	1,400.00	3,000.00	4,400.00	399.90	4,000.10
Class 8	0.00	0.00	0.00	0.00	0.00
Class 9	3,000.00	0.00	3,000.00	2,552.00	448.00
	<u>11,570.00</u>	<u>3,000.00</u>		<u>(14,570.00)</u>	<u>11,213.23</u>

Anticipated Fund Balance 12-31-2005

27,723.44

4/1/2005

FY 2005  
Budget Amendments/Revisions  
Sheriff Civil Charges (2540)

<u>Index #</u>	<u>Date Recd</u>	<u>Account</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	1/11/2005	91100	Furniture & Fixtures	3,000		Additional workstation in conference area
2	1/21/2005	48000	Telephones		400	Annual internet service for substation
		71100	Outside Services	400		
3	3/9/2005	71100	Outside Services	3,000		Personnel testing

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April 20 05

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

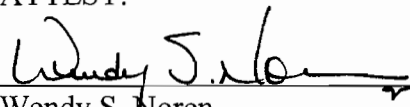
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision:

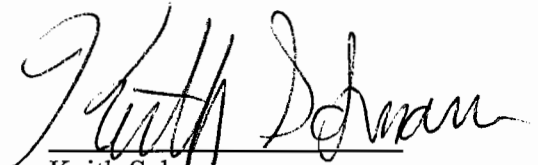
DEPARTMENT ACCOUNT AND TITLE	AMOUNT DECREASE	AMOUNT INCREASE
1251-23200: Sheriff – Ammunition	\$575.00	
1251-91100: Sheriff – Furniture and Fixtures		\$575.00

Said budget revision is to purchase a gun safe and dehumidifier.

Done this 21<sup>st</sup> day of April, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schlarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner

# REQUEST FOR BUDGET REVISION

## BOONE COUNTY, MISSOURI

RECEIVED  
APR 11 2005

03-31-05  
EFFECTIVE DATE

FOR AUDITORS USE  
185-2005

BOONE COUNTY AUDITOR

Department				Account					Department Name	Account Name	(Use whole \$ amounts)	
											Transfer From	Transfer To
											Decrease	Increase
1	2	5	1	2	3	2	0	0	SHERIFF'S	AMMUNITION	575.00	
1	2	5	1	9	1	1	0	0	SHERIFF'S	FURNITURE & FIX		575.00

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary): TRANSFER TO PURCHASE A GUN SAFE TO STORE GUNS CURRENTLY BEING STORED AT AN EMPLOYEES HOME.

*purchase gun safe/dehumidifier*

Do you anticipate that this Budget Revision will provide sufficient funds to complete the year?  YES  NO  
If not, please explain (use an attachment if necessary):

  
Requesting Official

**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached.
- Unencumbered funds are available for this budget revision.
- Comments:

*Commissioner agenda*

  
Auditor's Office

  
PRESIDING COMMISSIONER  
DISTRICT II

  
DISTRICT I COMMISSIONER

  
DISTRICT II COMMISSIONER  
PRESIDING

# PAYMENT REQUISITION

## BOONE COUNTY, MISSOURI

04-08-05  
DATE

<b>VENDOR NO.</b>	<b>BASS PRO SHOP</b>	<b>PHONE #</b>		
	<b>3100 VANDIVER DRIVE</b>	<b>COLUMBIA</b>	<b>MO</b>	<b>65202</b>
	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>

BID DOCUMENTATION	
<p>This field <b>MUST</b> be completed to demonstrate compliance with statutory bidding requirements. Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3</p>	
<input type="checkbox"/> Bid /RFP (enter # below) <input type="checkbox"/> Sole Source (enter # below) <input type="checkbox"/> Emergency Procurement (enter # below) <input type="checkbox"/> Written Quotes (3) attached (<\$750 to \$4,449) <input checked="" type="checkbox"/> <\$750 No Bids Required (enter bid # below if you are purchasing from a bid, even if this purchase is <\$750) <input type="checkbox"/> Professional Services (see Purchasing Policy Section 3-103)	<b>Transaction Not Subject To Bidding For The Following Reason:</b> <input type="checkbox"/> Utility <input type="checkbox"/> Travel <input type="checkbox"/> Dues <input type="checkbox"/> Refund <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other (Explain):  <input type="checkbox"/> Training <input type="checkbox"/> Pub/Subscriptions <input type="checkbox"/> Required Gov Payment <input type="checkbox"/> Agency Fund Distribution
<p># _____ (Enter Applicable Bid / Sole Source / Emergency Number)</p>	

Fund	Department				Account					Invoice Number and Customer Account Number	Amount
	1	2	5	1	9	1	1	0	0	GUN SAFE/DEHUMIDIFIER	574.87
										<b>Total</b>	

COPY

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

  
 \_\_\_\_\_  
 Requesting Official

\_\_\_\_\_  
County Commission Approval

\_\_\_\_\_  
Auditor Approval

Fax # 874 - 8953

With out TAX



Cashier: 25 Type: CASH-1  
Store: 0021 Term: 025 Tran: 1804  
Date: 04/06/2005 Time: 5:23PM  
Operator Number: 71155

EVERDRY DEHUMIDIFI 0023614159803  
REG \$24.99 24.99  
REWARDS POINTS: 25  
RANGER 12-24-FIRE 0789830865156  
REG \$649.99 549.88  
REWARDS POINTS: 1100

With TAX



Cashier: 41 Type: CASH-1  
Store: 0021 Term: 041 Tran: 0586  
Date: 04/06/2005 Time: 5:28PM  
Operator Number: 71155

RANGER 12-24-FIRE 0789830865156  
REG \$649.99 549.88  
REWARDS POINTS: 1100  
EVERDRY DEHUMIDIFI 0023614159803  
REG \$24.99 24.99  
REWARDS POINTS: 25  
SUBTOTAL 574.87  
7.85% Sales Tax 45.13  
TOTAL 620.00

COPY

To: LISA

Boone County Sher. FFs Department

From: Bass Pro Shops

Here are the two Receipts, 1 with tax  
1 without tax

thanks

COPY

**\$279<sup>88</sup>**  
Reg. 329.99

**Express® Super Mag™**  
3-1/2", 12 ga. 28" Wood/Blued.

**\$799<sup>88</sup>**  
Reg. 829.99

**Browning® Gold Hunter**  
3", 12 ga. 28" Walnut/Blued.

**STER**

**EXTREME SAVINGS!**  
**\$649<sup>88</sup>**  
Reg. 699.99



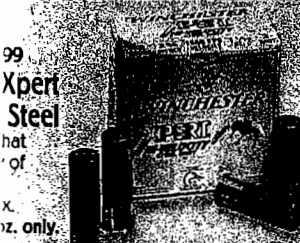
**Winchester® Super X2 Field**  
3", 12 ga. 28"  
Wood/Blued.

**Mossberg**

**EXTREME SAVING**  
**\$479<sup>88</sup>**  
Reg. 529.99

**Mossberg 935 Advantage Max-4 HD™**  
12 ga. 28" or 12 ga. 26"

**99 Xpert Steel hat of X. z. only.**



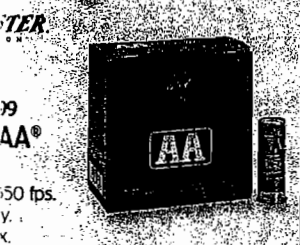
**\$288**  
Reg. 329

**Remington® Game Loads**  
12 or 20 ga. only  
25 rounds per box



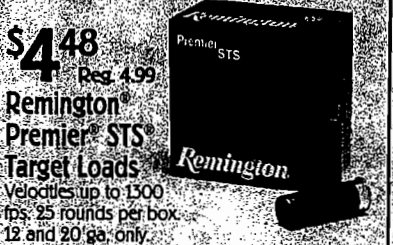
**Remington**

**99 AA® 50 fps. y. x.**



**\$448**  
Reg. 499

**Remington® Premier® STS® Target Loads**  
Velocities up to 1500 fps. 25 rounds per box. 12 and 20 ga. only

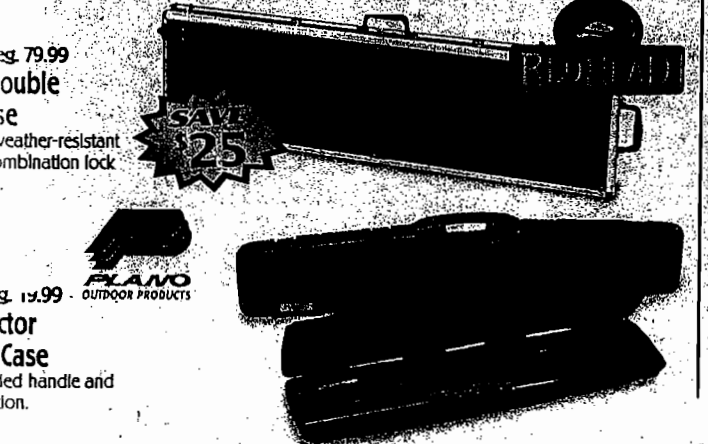


**Remington**

**79.99 double ie weather-resistant combination lock**

**FLAMO OUTDOOR PRODUCTS**

**Case**  
Jed handle and tion.



**REDHEAD**

**SAVE 100**

**EXTREME SAVINGS!**  
**\$549<sup>88</sup>**  
Reg. 649.99

**RedHead® Ranger 12/24 Fire Safe**  
Stores 12-24 long-guns with a convertible interior. Fire rated at 1200°F for up to 32 minutes.

**EXTREME SAVINGS!**  
**\$699<sup>88</sup>**  
Reg. 799.99

**RedHead® Fire Safe by Theftguard**  
12 or 24 gun convertible interior. Fireproof. Keypad entry. 60"x30"x22".

*ROSS*  
*886-7100*

2005 CLASS 9

Dept-Account	Description	Original Budget Amount	Budget Revision Date	Budget Revision Amount	Revised Budget	Encumbrance Date	Encumbrance Amount	Payment Date	Payment Amount	Unused Budget
<b>Sheriff</b>										
1251-91100	file - 2 drawer - (2)	600			600					600
1251-91100	Budget Revision moving funds from 1251-23200		4-12-2005	575	575			4-12-2005	575	575
1251-91100	gun safe/dehumidifier - (1) (added 4-12-2005)	600		575	1,175		0		575	(575)
	<b>Total</b>	<b>600</b>		<b>575</b>	<b>1,175</b>		<b>0</b>		<b>575</b>	<b>600</b>
1251-92100	chair - task - (requested 13 @ \$700/each)	4,550			4,550					4,550
	<b>Total</b>	<b>4,550</b>		<b>0</b>	<b>4,550</b>		<b>0</b>		<b>0</b>	<b>4,550</b>
1251-92300	copier - for dept	11,500			11,500					11,500
1251-92300	copier - for information center	7,500			7,500					7,500
1251-92300	telephone - nonstar - (2)	676			676			3-1-2005	688	(12)
1251-92300	Budget Revision moving funds from 1251-23850		3-1-2005	329	329			3-28-2005	329	329
1251-92300	refrigerator - under-counter - (1)	19,676		329	20,005		0		1,017	18,988
	<b>Total</b>	<b>19,676</b>		<b>329</b>	<b>20,005</b>		<b>0</b>		<b>1,017</b>	<b>18,988</b>
	<b>Total Sheriff</b>	<b>24,826</b>		<b>904</b>	<b>25,730</b>		<b>0</b>		<b>1,592</b>	<b>24,138</b>



4/12/2005

FY 2005  
Budget Amendments/Revisions  
Sheriff (1251)

Index #	Date Recd	Account	Account Name	\$Increase	\$Decrease	Reason/Justification
1	2/25/2005	23850 92300	Minor Equipment & Tools Replacement Machinery & Equipment	329	329	Replace broken under-counter refrigerator
2	4/11/2005	23200 91100	Ammunition Furniture & Fixtures	575	575	Purchase gun safe/dehumidifier

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April 20 05

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 changes to the Personnel Manual:

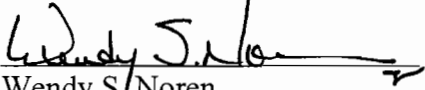
- Add Section 5.9 Adoption Leave
- Add Section 6.16 Anti-Fraud Policy
- Revise wording to Section 5.1 Family Medical Leave Subsection 5B Substitution of Paid Leave

Done this 21<sup>st</sup> day of April, 2005.

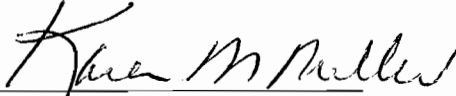


Keith Schnarre  
 Presiding Commissioner

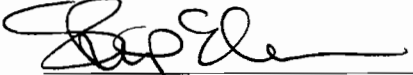
ATTEST:



Wendy S. Noren  
 Clerk of the County Commission



Karen M. Miller  
 District I Commissioner



Skip Elkin  
 District II Commissioner

**DRAFT****5.9 Adoption Leave**

When an employee's personal care and attention is required in connection with the adoption of a child, loss of time that is supported by appropriate documentation will be referred to as adoption leave. Such leave will be charged against the employee's accumulated sick leave unless the employee elects to use annual leave or compensatory time. The final decision concerning the granting of leave under this section shall rest with the Administrative Authority and shall be based upon the degree to which the employee is responsible for providing personal care and attention. Adoption leave requests should be made and evaluated in accordance with the Family Medical Leave provision outlined in Section 5.1 of this manual.

## **6.16: ANTI-FRAUD POLICY**

Fraud is defined as a “*deception deliberately practiced to secure unfair or unlawful gain.*” This policy is established to prevent, detect and deter fraud. This policy applies to any fraud, or suspected fraud, involving elected officials or employees as well as consultants, vendors, contractors, outside agencies doing business with employees of the County, and/or any other parties with a business relationship with Boone County Government.

Fraud is an intentional act that results in the misappropriation of assets or the misstatement of financial reporting. Management is responsible for the prevention and detection of fraud, misappropriations, and other inappropriate conduct. Elected Officials and Department Directors shall be familiar with the types of improprieties that might occur within their area of responsibility, and be alert for any indication of irregularity. To report fraudulent activities, follow procedures outlined in the “Reporting Procedures” section of this document.

### ***Actions Constituting Fraud***

Some examples are (but not limited to):

- Misuse or embezzlement of funds;
- Forgery or alteration of a check, bank draft, or any other financial document;
- Alteration or falsification of any document or account;
- Misappropriation of funds, supplies, or other assets;
- Impropriety in the handling or reporting of money or financial transactions;
- Accepting or agreeing to accept or seeking anything of material value from contractors, vendors or persons providing services/materials to the County in exchange for an official action or inaction on a matter which the County official or employee is empowered to act. Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; and/or
- Any potentially criminal conduct.

### ***Reporting Procedures***

Fraud that is detected or suspected shall be reported immediately to the Boone County Sheriff and/or the Boone County Prosecutor. Any investigation into reported activities will respect the confidentiality of the complainant to the extent possible.

(04/05)

## ***SECTION 5: LEAVES OF ABSENCE***

### **5.1: FAMILY MEDICAL LEAVE:**

The Family and Medical Leave Act (FMLA) recognizes that there are times when an employee must cease working temporarily due to personal illness, a family member's illness or other family responsibilities. Through the enactment of the FMLA the United States Congress established a minimum labor standard to balance the demands of the workplace with the needs of families. The FMLA entitles eligible employees to job protected leave in certain circumstances.

#### **1. Eligible Employees:**

To be eligible for coverage, an employee must:

- 1) Have a permanent status, and
- 1) Have at least 1,250 hours in pay status during the 12 month period immediately preceding the requested leave.

#### **2. Entitlement:**

- A. Eligible employees are entitled to a total of 12 work weeks of leave during any 12 month period when leave is taken for one or more of the following circumstances:
  - 1) The birth of a son or daughter of an employee and to care for the child;
  - 2) The placement of a son or daughter with an employee for adoption or foster care;
  - 3) To care for the spouse, son, daughter, or parent of an employee, if the family member has a serious health condition; or
  - 4) An employee is unable to perform the functions of his/her position because of the employee's own serious health condition.
- B. A husband and wife who are both employed by Boone County and are both eligible for leave under the FMLA are permitted to take only a combined total of 12 weeks of leave during any 12-month period for the birth or placement for adoption or foster care of a child beginning on the first day of leave.
- C. Employees requesting leave for family and medical reasons may be requested to complete the "Certification Of Care Of A Child After Birth, Adoption Or Foster Care" or "Certification Of Serious Health Condition" form available in their respective Office/Department or the Human Resources Department. The health care provider and the employee should sign these forms.

**5.1: FAMILY MEDICAL LEAVE: (Cont.)**

**3. Intermittent or Reduced Schedule Leave:**

- A. In the case of a serious health condition of an employee or a family member, when medically necessary, leave may be taken on a reduced leave schedule or intermittently.
- B. Unless the Administrative Authority and the employee agree otherwise, leave taken for the birth or adoption of a son or daughter cannot be taken on a reduced leave schedule or intermittently.
- C. Employees requesting intermittent or reduced schedule leave based on planned medical treatment may be required to produce medical certification outlining the dates and duration of treatment. A reasonable effort must be made, subject to the health care provider's approval, to schedule treatment so as to not unduly disrupt the County's operations. An employee must give 30 days notice, or as much notice as practicable of his/her intentions. The Administrative Authority may require an employee who requested foreseeable intermittent or reduced schedule leave due to planned medical treatment to transfer temporarily to an available alternative position if:
  - 1) The employee is qualified for the alternative position,
  - 2) The position has equivalent pay and benefits, and
  - 2) The alternative position better accommodates recurring periods of leave than the employee's regular position.

**4. Certification:**

- A. Certification issued by a health care provider may be required to support an employee's request for leave due to a serious health condition. An employee who is required to produce certification must provide a copy of the certification in a timely manner. Sufficient certification will include a statement of:
  - 1) The date the condition began,
  - 2) It's probable duration,
  - 3) Appropriate medical facts, and;
  - 3) An assertion that the employee is unable to perform his/her job function or that the employee is needed to care for a sick family member for a specified time.
- B. The Administrative Authority may request further certification if intermittent leave or leave on a reduced schedule is required.
- C. In the event an Administrative Authority doubts the validity of an eligible employee's certification, the County may require the employee to obtain the opinion of a second health care provider designated or approved by the County. The County is obligated to pay for that second opinion, but it may not be provided by a health care provider that is employed on a regular basis by the County. In the event of a conflict between the first and second opinions, the County may at its own expense, obtain a third

**5.1: FAMILY MEDICAL LEAVE: (Cont.)**

opinion from a health care provider approved jointly by the County and the employee. This third opinion will be final and binding. The Administrative Authority may require that the eligible employee obtain subsequent re-certification on a reasonable basis.

- D. The Administrative Authority may require an employee on leave to report periodically on the employee's status and intention to return to work. The County may also require certification that:
  - 1) An employee is able to resume work as a condition of restoration.
  - 2) An employee is unable to return to work after expiration of leave due to a serious health condition.

**5. Substitution of Paid Leave:**

- A. Employees who request leave under FMLA for their own serious health condition or for the serious health condition of a family member may substitute accrued sick leave for unpaid leave provided that it meets those conditions outlined in the sick leave policy. {See Section 2.6: Sick Leave.} After sick leave has been exhausted, accrued vacation time may be substituted for unpaid leave, with the approval of the Administrative Authority.
- B. Employees who request leave under the FMLA for placement of a child with the employee for adoption or foster care may substitute accrued sick leave or vacation for unpaid leave with the approval of the Administrative Authority.
- C. When an employee substitutes paid leave for unpaid leave, and the substituted paid leave is less than twelve (12) weeks in duration, the Administrative Authority will provide an additional period of unpaid leave so that the total of paid leave and unpaid leave provided equals not more than twelve (12) weeks during any twelve (12) month period. The twelve-(12) month period is measured forward from the date the employee first begins using FMLA time.

**6. Employee Benefits:**

During any paid time off for Family Medical Leave reasons, an employee's benefits will remain unchanged. The following information applies if the employee is on unpaid leave for Family Medical Leave reasons:

- A. *Insurance Benefits Remain Intact:* An employee complying with this who is granted a leave will continue to be covered under the County's group health and life insurance plans under the same conditions as coverage would have been provided if they had been continuously employed during the leave period.

**5.1: FAMILY MEDICAL LEAVE: (Cont.)**

- B. Employee Contributions Required:* Employee contributions will be required either by payroll deduction or direct payment, in advance, to the County for all insurance costs not normally paid by the County. Employee contribution amounts are subject to any rate changes that occur while the employee is on leave.
- C. Coordination of Paid Benefits:* If paid sick and/or vacation is used to supplement any payments that an employee is eligible to receive, the combination of any such disability payments, worker's compensation, paid sick and/or vacation leave can not exceed the employee's regular hourly rate for a 40 hour work week.
- D. End of County Obligations:* The obligation to maintain insurance benefits ends when an employee reports intent not to return to work at the end of the leave period, or if the employee fails to return to work after the Family Medical Leave entitlement is exhausted.

**7. Rights Upon Return:**

On return from FMLA leave, an employee is entitled to return to the same position held when the leave began, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

**8. Complaints and Enforcement:**

If an employee requests and is denied Family Medical Leave, the employee may file a grievance directly with the Administrative Authority. Employees may contact the Human Resources Director regarding any complaints or to obtain information on their rights and responsibilities under the FMLA.



# CERTIFIED COPY OF ORDER



STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

21<sup>st</sup> day of April

20 05

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

Now on this day the County Commission of the County of Boone does hereby adopt the Boone County Government 2005 Affirmative Action Plan.

Done this 21<sup>st</sup> day of April, 2005.

Keith Schnarre  
Presiding Commissioner

Karen M. Miller  
District I Commissioner

Skip Elkin  
District II Commissioner

ATTEST:

Wendy S. Noren  
Clerk of the County Commission

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 05

In the County Commission of said county, on the

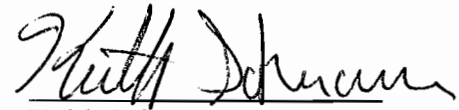
21<sup>st</sup> day of April

20 05

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

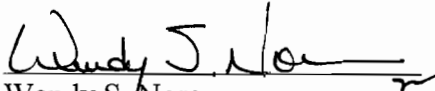
Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the deeds and related closing documents related to Bid 31-05APR05 for Sale of Land Tract to B & E Investments, Inc.

Done this 21<sup>st</sup> day of April, 2005.

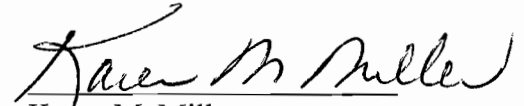


Keith Schnarre  
 Presiding Commissioner

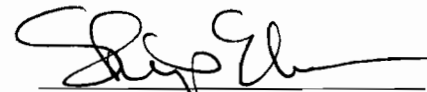
ATTEST:



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.

April Session of the April Adjourned Term. 20 05

In the County Commission of said county, on the

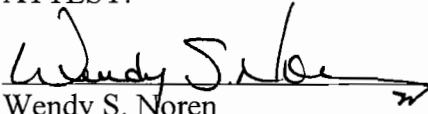
21<sup>st</sup> day of April 20 05

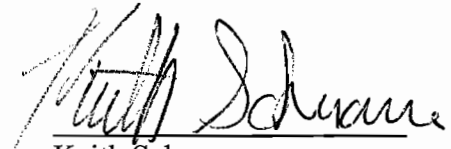
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby authorize a closed session on Tuesday, April 26, 2005 immediately following the regularly scheduled Commission Meeting at 9:30 a.m. The meeting will be held in the Commission Chambers of the Roger B. Wilson Boone County Government Center at 801 E Walnut, Columbia, Missouri, as authorized 610.021(2) RSMo. to discuss leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore.

Done this 21<sup>st</sup> day of April, 2005.

ATTEST:

  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Keith Schnarre  
 Presiding Commissioner

  
 Karen M. Miller  
 District I Commissioner

  
 Skip Elkin  
 District II Commissioner