

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

County of Boone

April Session of the April Adjourned

Term. 20 04

In the County Commission of said county, on the

22nd

day of

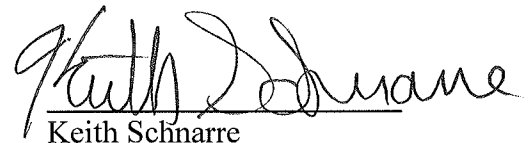
April

20 04

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

Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation for the Centralia Panthers Basketball Team.

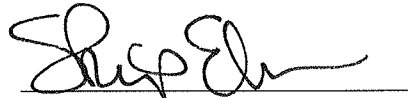
Done this 22nd day of April, 2004.



Keith Schnarre
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

ATTEST:



Wendy S. Noren
Clerk of the County Commission

Proclamation

Centralia Panthers' Basketball Team 2003-04

Whereas, the Boone County Commission recognizes that participation in high school sports offers an outstanding opportunity for our youth to develop their self-esteem and improve their fitness and wellness, and

Whereas, the Centralia Panthers' Basketball Team (with a record of 29 wins and 2 losses) earned the honor of playing in the Missouri State High School Championships in Columbia on March 19, 2004, and

Whereas, the Centralia Panthers valiantly fought for the Missouri Class 3 - State Basketball Championship securing their 30th win by defeating the Maryville Spoofhounds with a score of 41-32, and

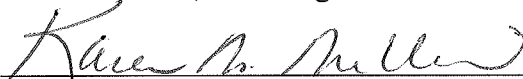
Whereas, David Meyers, Centralia Basketball Coach and Athletic Director, Assistant Coaches, Joel Braden and Brian Brown were all made proud by the 12 member team's superb play and sportsmanship, and

Whereas, Centralia is the fourth high school in Missouri history to win state titles for both basketball and football in the same year, and

Whereas, the Centralia Basketball Panthers have shown themselves to be excellent role models for other high school athletes,

Therefore, Be It Resolved, that the Boone County Commission in testimony thereof, set our hand and caused to be affixed the Great Seal of the County of Boone, in the City of Columbia, and hereby proclaim April 22, 2004 as Centralia Panthers' Basketball Day.

Keith Schnarre, Presiding Commissioner



Karen M. Miller, District I Commissioner



Skip Elkin, District II Commissioner

ATTEST

Wendy S. Noren, County Clerk

CERTIFIED COPY OF ORDER

April Session of the April Adjourned Term. 20 04

STATE OF MISSOURI }
County of Boone } ea.

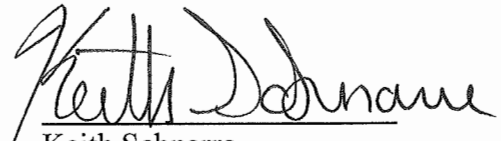
In the County Commission of said county, on the 22nd day of April 20 04

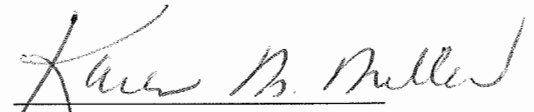
the following, among other proceedings, were had, viz:

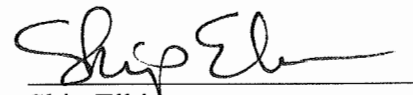
Now on this day the County Commission of the County of Boone does hereby award bid MM42 for Bituminous Material Term and Supply as follows and authorize the Presiding Commissioner to sign said contracts:

- Koch Materials: PEP, SS-1, and AEP
- Coastal Energy: CRS-2, MC-3000, CRS-2P, and MC-800

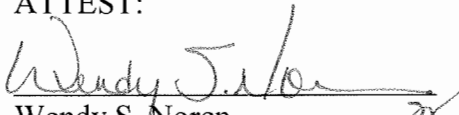
Done this 22nd day of April, 2004.


 Keith Schnarre
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Skip Elkin
 District II Commissioner

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

155-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 5, 2004
RE: MM42 – Bituminous Material – Term and Supply

The Bid for Bituminous Material Term and Supply closed on March 16, 2004. Three bids were received. Purchasing and the Public Work's department recommend award by low bid, by line item as follows:

Koch Materials: Pep, SS-1 and AEP

Coastal Energy: CRS-2, MC-3000, CRS-2P, and MC-800

This Term & Supply contract will be paid out of department 2040 PW Maintenance Operations and 2041 PW Special Maintenance Projects – Pavement Repairs Material, account number 26400 Road Oil. The original budget is for \$173,867, and \$131,807 remains in the account at the time.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Liz Sanders, City of Columbia
Bid File

Bid Tabulation

MM 42 - Bituminous Materials Term & Supply

			Koch Materials Company			Vance Brothers			Coastal Energy		
Item #	Type	Gallons	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load	Delivered Unit PRICE/GAL Full Transport Load Min.	Picked up Unit PRICE/GAL 3000 Gal	Picked up Unit PRICE/GAL Full Transport Load
1	CRS-2	316,900	No Bid	No Bid	No Bid	\$0.820	\$0.750	\$0.750	\$0.671	\$0.671	\$0.671
2	MC-3000	10,000	No Bid	No Bid	No Bid	\$0.980	\$0.910	\$0.910	\$0.951	\$0.951	\$0.951
3	PEP	42,700	\$0.840	\$0.780	\$0.780	No Bid	No Bid	No Bid	\$2.800	\$2.800	\$2.800
4	SS-1	1-Full Tanker Load	\$0.840	\$0.780	\$0.780	\$0.900	\$0.830	\$0.830	\$0.891	\$0.891	\$0.891
5	CRS-2P	150,000	No Bid	No Bid	No Bid	\$1.250	\$1.180	\$1.180	\$0.948	\$0.948	\$0.948
6	MC-800	1-Full Tanker Load	No Bid	No Bid	No Bid	\$0.980	\$0.910	\$0.910	\$0.968	\$0.968	\$0.968
7	AEP	42,700	\$1.000	No Bid	No Bid	No Bid	No Bid	No Bid	\$2.800	\$2.800	\$2.800
	Coop?				Yes			Yes			Yes
	Delivery				24 Hours			24 Hours			As Requested

No Bids

Frech Paving

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 22 day of, APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **KOCH Materials Company**, herein, "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this agreement for **Bituminous Materials**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Materials Term and Supply, bid number MM42, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications, and Vendor Response Form, as well as bid specifications and bid sheets completed by Contractor (signed by Brian Gehring). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions and Specifications shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Pep, SS-1, and AEP when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response within 24 hours after receipt of order.
4. **Billing and Payment** - All Boone County billing shall be invoiced to the Boone County Public Works department and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed and pricing remain firm for the initial term of the contract from the date written above through April 1, 2005. The contract may be automatically renewed for an additional one (1) year by the Boone County Purchasing Director in writing prior to the renewal term.

- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

KOCH MATERIALS COMPANY

BOONE COUNTY, MISSOURI

by *B. J. King* 5-7-04
 title MARKETING REPRESENTATIVE

by: Boone County Commission
Keith Schnarre
 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
 County Counselor

Wendy S. Noren
 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

no encumbrance required 4/19/04 2040 & 2041/26400 Term/Supply
 Signature *Chysel* Date Appropriation Account

**PURCHASE AGREEMENT
FOR
BITUMINOUS MATERIAL TERM AND SUPPLY**

THIS AGREEMENT dated the 22 day of, APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Coastal Energy Corporation**, herein, "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:


1. **Contract Documents** - This agreement shall consist of this agreement for **Bituminous Materials**, Mid-Missouri Public Purchasing Cooperative Request for Bid for Bituminous Materials Term and Supply, bid number MM42, Mid-Missouri Public Purchasing Cooperative Instructions and General Conditions of Bidding, General Provisions, Specifications, and Vendor Response Form, as well as bid specifications and bid sheets completed by Contractor (signed by Ron Adkisson). All such documents shall constitute the contract documents, true copies of the same being attached hereto and maintained in the Boone County Purchasing Department and are incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in the bid specifications and bid sheets for the term and supply contract, General Conditions of Bidding and General Provisions and Specifications shall prevail and control over the Contractor's bid response.
2. **Basic Services** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County CRS-2, MC-3000, MC-800 and CRS-2P when and as required by County; purchases shall be made on the basis of unit prices set forth in the Contractor's bid response.
3. **Delivery** - Contractor agrees to deliver for all requests in accordance with the bidding specifications and Contractor bid response.
4. **Billing and Payment** - All billing for Boone County shall be invoiced to the Boone County Public Works department and billings may only include the prices listed in the Contractor's bid response. The County agrees to pay all invoices within thirty days of receipt. No other fees shall be included as additional charges in excess of the charges in the Contractor's response to the bid specifications. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Contract Duration** - The products and services under this agreement shall be guaranteed and pricing remain firm for the initial term of the contract from the date written above through April 1, 2005. The contract may be automatically renewed for an additional one (1) year by the Boone County Purchasing Director in writing prior to the renewal term.


- 6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
- 7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
- 8. **Termination** - This agreement may be terminated by the County upon ten days advance written notice for any of the following reasons or under any of the following circumstances.
 - a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
 - b. County may terminate this agreement if in the opinion of the Boone County Commission service is chronically deficient such that it is unreasonable to continue services pursuant to this agreement, or
 - c. If appropriations are not made available and budgeted for any calendar year.

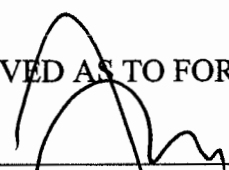
IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

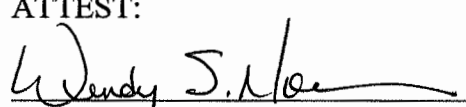
COASTAL ENERGY CORPORATION

BOONE COUNTY, MISSOURI

by 
 title V.P.

by Boone County Commission

 Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

 County Counselor

ATTEST:

 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION
 In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

no encumbrance required 4/19/04 2040 & 2041/26400 Term/Supply
 Signature Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term. 20 04

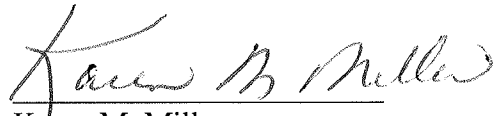
In the County Commission of said county, on the 22nd day of April 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 12-30MAR04 for Data and Voice Drops for the Family Health Center to Day Communications. It is further ordered that the Presiding Commissioner be hereby authorized to sign said contract.

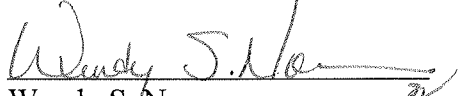
Done this 22nd day of April, 2004.


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

ATTEST:


Wendy S. Noren
Clerk of the County Commission

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

156-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 15, 2004
RE: 12-30MAR04 – Data and Voice Drops for Family Health Center

The Bid for the Data and Voice Drops for the Family Health Center closed on March 30, 2004. Three bids were received. Purchasing and the recommends award to Day Communications for submitting the low bid.

The contract for \$24,909.10 will be paid out of department 4040 City/County Health Family, account number 71201 Construction Costs.

Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: Keith Schnarre, Commission
David Mink, Public Works
Darren Stice, Family Health Center
Bid File

Bid Tabulation
 12-30MAR04 - Data and Voice Drops for Family Health Center

			Inter-Tel Technologies	Winkler Communication Services
4.7.	Pricing	Day Communications		
4.7.1.	Lump Sum per Section 2	\$24,909.10	\$26,891.00	\$25,840.00
4.8.	Begin work within __ days	3	14	7
4.9.	Project completed within __ days	10	7	30
	References	Yes	Yes	Yes
No Bids: 0				We will monitor project and be ready to complete our part, as soon as construction will allow.

CONTRACT AGREEMENT FORM

THIS AGREEMENT, made and entered into by and between the **Boone County Commission of Columbia, Missouri**, (hereinafter referred to as the Owner), and **Day Communications** (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/her own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the contractor's bid response as follows:

BID #12-30MAR04 – Data and Voice Drops for the Family Health Center

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

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

1. Introduction & General Conditions of Bidding,
2. Primary Specifications,
3. Response Presentation and Review,
4. Response Form,
5. Standard Terms and Conditions
6. Prevailing Wage
7. Insurance Requirements,
8. any applicable Addenda.

The Contractor further agrees that he/she 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/her information was secured by personal investigation and research and not from any estimates of the Owner; and that he/she 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 10 business days after first day of work commencement 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 of Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$10.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that 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/she will comply with all federal and state laws and regulations and local 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/her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he/she 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/her hereunder; and that he/she has not, in estimating the Contract price demand by him/her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him/her hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

Twenty-Four Thousand Nine Hundred Nine Dollars and 10/100 (\$24,909.10)

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

DATE OF AGREEMENT:

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 22 APRIL 2004 at Columbia, Missouri.
(Date)

CONTRACTOR:
DAY COMMUNICATIONS

OWNER:
BOONE COUNTY, MISSOURI

By: Larry A. Day
Authorized Representative

By: Keith Schnarre
Keith Schnarre, Presiding Commissioner

By: [Signature] FRS
Signature Title

ATTEST:
Wendy Noren
Wendy Noren, County Clerk

Approved as to Legal Form:
[Signature]
John Patton, Boone County Counselor

AUDITOR CERTIFICATION
In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

June Pitchford by KF 4/19/04 4040-71201 - \$24,909.10
Signature Date Appropriation Account

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 22nd day of April 20 04

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

Now on this day the County Commission of the County of Boone does hereby award bid 11-09MAR04 for Tires – Passenger Vehicles and Light Duty Trucks as follows and authorize the Presiding Commissioner to sign said contracts:

- Firestone: Categories One, Two, and Four
- Ewers Tire Inc.: Category Three

Done this 22nd day of April, 2004.

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

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

157-2004

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: April 15, 2004
RE: 11-09MAR04 – Tires – Passenger Vehicles and Light Duty Trucks

The Bid for the *Tires for Passenger Vehicles and Light Duty Trucks* closed on March 9, 2004. Four bids were received. Purchasing and the Public Work's department recommend award to Firestone for categories one, two and four for submitting the low bid. We recommend award to Ewers Tire Inc. for Category Three. Ewers Tire was the only bidder to bid the specified Goodyear Pursuit Tire required by the Sheriff's department.

This is a county-wide term and supply contract. Please find attached a copy of the bid tabulation for your review.

ATT: Bid Tabulation

cc: David Mink, Public Works
Stan Shawver, Planning
Captain Braun, Sheriff
Bid File

Bid Tabulation
11-09MAR04 - Tire Passenger Vehicles and Light Duty Trucks

Category 1 - Passenger Vehicle Tires

Cross - Midwest Tire					Ewers Tires & Service				Firestone				Big O Tire			
Size	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	*Price (Including All Services)	** Tire (Only)
1 P185/65-R14	Firestone Affinity LH30	107115	\$ 48.00	\$ 38.00	Goodyear Integrity	402-789477	\$ 52.70	\$ 32.70	Firestone FR380	097-829	\$ 46.88	\$ 36.88	Aspen (60K)	071-20	\$ 69.26	\$ 58.99
2 P185/75-R14	Bridgestone Insignia SL	102288	\$ 45.00	\$ 35.00	Goodyear Integrity	402853436	\$ 51.87	\$ 31.81	Firestone FR380	097-942	\$ 40.02	\$ 30.02	Aspen (60K)	171-28	\$ 61.16	\$ 59.70
3 P195/70-R14	Firestone Affinity LH30	106909	\$ 48.00	\$ 38.00	Goodyear Integrity	402827047	\$ 52.70	\$ 32.70	Firestone FR380	097-993	\$ 42.36	\$ 32.36	Aspen (60K)	171-55	\$ 69.26	\$ 60.99
4 P205/65-R15	Firestone Affinity LH30	107182	\$ 53.00	\$ 43.00	Goodyear Integrity	402406477	\$ 57.53	\$ 37.53	Firestone FR380	098-019	\$ 51.67	\$ 41.67	Aspen (60K)	171-68	\$ 78.26	\$ 62.45
5 P205/75-R14	Bridgestone Insignia SL	102318	\$ 48.00	\$ 38.00	Goodyear Integrity	402728436	\$ 54.14	\$ 34.14	Firestone FR380	098-043	\$ 43.22	\$ 33.22	Aspen (60K)	171-30	\$ 63.86	\$ 62.93
6 P215/70-R15	Firestone Affinity LH30	107093	\$ 56.00	\$ 46.00	Goodyear Integrity	402431047	\$ 57.47	\$ 37.47	Firestone FR380	098-116	\$ 48.25	\$ 38.25	Aspen (60K)	171-12	\$ 81.86	\$ 66.95
7 P215/75-R15	Firestone FR721	71927	\$ 56.00	\$ 46.00	Goodyear Integrity	402391436	\$ 57.82	\$ 37.82	Firestone FR380	983-329	\$ 46.00	\$ 36.00	Aspen (60K)	171-44	\$ 71.96	\$ 65.82
8 P225/60-R16	Firestone Affinity LH30	107417	\$ 61.00	\$ 51.00	Goodyear Regatta II	187025016	\$ 76.15	\$ 56.15	Firestone FR440	069-922	\$ 63.05	\$ 53.05	Aspen (60K)	171-75	\$ 84.56	\$ 70.43
9 P225/70-R15	Firestone Destination LE	146948	\$ 62.00	\$ 52.00	Goodyear Integrity	402392436	\$ 60.51	\$ 40.51	Wilderness HT	038-059	\$ 55.19	\$ 45.19	Pacemark (50K)	103-72	\$ 79.16	\$ 68.03
10 P235/70-R16	Firestone Destination LE	146999	\$ 66.00	\$ 56.00	Goodyear Wrangler RTS	137407568	\$ 86.23	\$ 66.23	Wilderness HT	065-549	\$ 58.31	\$ 48.31	Big Foot Dual Groove	006-03	\$ 111.65	\$ 93.61
11 P245/75-R16	Firestone Destination LE	147016	\$ 68.00	\$ 58.00	Goodyear Wrangler RTS	137694076	\$ 88.90	\$ 68.90	Destination LE	149-016	\$ 61.21	\$ 51.21	Big Foot Dual Groove	006-38	\$ 108.05	\$ 91.19
12 P215-75-R15	Firestone FR721	71927	\$ 56.00	\$ 46.00	Goodyear Integrity	402391436	\$ 57.82	\$ 37.82	Firestone FR380	098-239	\$ 46.00	\$ 36.00	Aspen (60K)	171-44	\$ 72.95	\$ 115.00
TOTAL			\$ 667.00	\$ 547.00				\$ 753.84	\$ 513.78				\$ 602.16	\$ 482.16	\$ 951.99	\$ 876.09

Category 2 - Pickup Truck Tires

Cross - Midwest Tire					Ewers Tires & Service				Firestone				Big O Tire					
Size M/S Type	Type / Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type / Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type / Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type / Brand	Stock No.	Price (Including All Services)	Tire (Only)		
1 LT225/75-R16	Firestone Steele AT	286419	\$ 75.00	\$ 65.00	Goodyear Wrangler XG	752943476	\$ 93.40	\$ 73.40	Firestone Steeltex R45	150-878	\$ 71.50	\$ 61.50	Big Foot RT "D"	888-30	\$ 108.86	\$ 99.66		
2 LT235/75-R16	Firestone Destination LE	158438	\$ 66.00	\$ 56.00	Goodyear Wrangler ATS	411828478	\$ 77.03	\$ 57.03	Firestone Destination LE	158-438	\$ 66.24	\$ 56.24	Big Foot RT "C"	888-26	\$ 102.56	\$ 91.74		
3 LT235/85-R16	Firestone Steeltex AT	280887	\$ 76.00	\$ 66.00	Goodyear Workhorse XG	752725476	\$ 100.47	\$ 80.47	Firestone Steeltex R45	281-719	\$ 81.33	\$ 71.33	Big Foot RT "E"	888-31	\$ 120.56	\$ 102.30		
4 LT245/75-R16	Firestone Steeltex AT	288824	\$ 77.00	\$ 67.00	Goodyear Workhorse XG	752353088	\$ 101.74	\$ 81.74	Firestone Steeltex R45	288-578	\$ 74.50	\$ 64.50	Big Foot RT "E"	888-38	\$ 119.66	\$ 108.89		
5 LT255/70-R16	Firestone Destination LE	147033	\$ 72.00	\$ 62.00	no 8 ply available				Firestone Destination LE	123-838	\$ 68.71	\$ 58.71	Big Foot Dual Groove "C"	006-66	\$ 136.86	\$ 124.95		
TOTAL			\$ 366.00	\$ 316.00	TOTAL			\$ 372.64	\$ 292.64	TOTAL			\$ 362.28	\$ 312.28	TOTAL		\$ 587.50	\$ 527.54

Category 3 - Pursuit Tires for use on Law Enforcement Vehicles

Cross - Midwest Tire (Please see attached info on Bid)					Ewers Tires & Service				Firestone				Big O Tire					
Size	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)	Type & Brand	Stock No.	Price (Including All Services)	Tire (Only)		
1	P205/70-R15	General XP2000V4	15433530000	\$ 69.00	\$ 59.00	no Goodyear Eagle Available			No Response				Aspen Integrity		80.06	\$ 95.00		
2	P225/60-R16	Firestone PV41	67911	\$ 59.00	\$ 49.00	Goodyear Eagle Plus RSA	732354148	\$ 73.35	\$ 53.35	Firehawk PV41	067-911	\$ 60.00	\$ 50.00	Euro "H" Eagle LS		\$ 107.06	\$ 113.95	
3	P225/70-R16	Firestone PV41	67938	\$ 59.00	\$ 49.00	Goodyear Eagle LS 101S	706114140	\$ 85.84	\$ 65.84	No Response				Big Foot Dual Groove Eagle LS		\$ 109.76	\$ 115.00	
4	P235/70-R15	Firestone PV41	69868	\$ 66.00	\$ 56.00	Goodyear Eagle RSA 102V	732807500	\$ 72.83	\$ 52.83	Firehawk PV41	069-868	\$ 67.50	\$ 57.50	Packmark		\$ 82.76	\$ 122.00	
Total				\$ 253.00	\$ 213.00	Total			\$ 232.02	\$ 172.02	Total		\$ 127.50	\$ 107.50	Total		\$ 379.64	\$ 445.95

Grand Total

\$ 1,286.00 \$ 1,076.00 \$ 1,358.50 \$ 978.44 \$ 1,091.94 \$ 901.94 \$ 1,919.13 \$ 1,849.58

Category 4 - Tire Related Services

	Cross - Midwest Tire	Ewers Tires & Service	Firestone	Big O Tire	
1	Tire Repair - In Shop (each)	\$ 13.06	\$ 15.00	\$ 14.99	\$ -
2	Alignment - Front End (each)	\$ 39.95	\$ 39.95	\$ 45.00	\$ 34.95
3	Alignment - Front and Rear (each)	\$ 59.95	\$65 plus parts	\$ 45.00	\$ 54.95
4	Computer Balancing of Tire (each)	\$ 8.00	\$ 8.50	\$ 7.99	\$ -
5	Mount Tires	\$ 4.00	\$ 8.00	\$ 5.00	\$ -
6	Service Call in County per hour	\$ 40.00	N/A	N/A	N/A
7	Service call in County per mile	N/A	N/A	N/A	N/A
8	Flat Shop Rate per hour	\$ 50.00	\$35 to \$70	\$ 60.00	\$ 50.00
9	Road Hazard Coverage per tire	\$ 5.00	N/A	10%	0
10	Dismount Tires	\$ 4.00	\$ 8.00	\$ 5.00	\$ -
11	Disposal Fee	No Response	\$ 2.00	2.00	\$ 2.00
12	Other Fees or Charges not covered by previously mentioned services in Category 4	No Response	N/A	No Response	No Response
TOTAL		\$ 223.96	\$ 216.45	\$ 185.08	\$ 141.90

4.8.	% Increase for 2nd Year	No Response	Bid Only	10%	2%
	% Increase for 3rd Year	No Response	Bid Only	10%	3%
4.8.1	Min. Discount off retail for all product lines after inception of the contract, & all existing lines not specified	No Response	0%	10%	No response
4.12	Cooperative Purchasing	Yes	Yes	Yes	Yes

Firestone comments:
Tires listed in Cat 3 are Police Pursuit only tires
Tires listed in Cat 2 line 2 are 6 ply
Tires listed in Cat 2 line 5 are 4 ply

*Free Replacement Road Hazard
** Pro Rated Road Hazard
Comments: On the front end.. Option 1 with Big O Tires are more expensive. But on the backend Big O Brand Tires will cost you less. Pay the upfront charge and everything else is taken care of for the life of the tire.

**PURCHASE AGREEMENT
FOR
TIRES -PASSENGER VEHICLES AND LIGHT DUTY TRUCKS
CATEGORY THREE**

THIS AGREEMENT dated the 22 day of APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Ewers Tire Inc.**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Tires-Passenger Vehicles and Light Duty Trucks**, County of Boone Request for Bid for Tire - Passenger and Light Duty Trucks, bid number **11-09MAR04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 8, 2004 and executed by Dick Ewers on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through March 31, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in **Category Three**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

EWERS TIRE INC.

by *R. Ewers*

title CEO

address 1005 Fairview
429 Broadway

BOONE COUNTY, MISSOURI

by: Boone County Commission

Keith Schnarre
Keith Schnarre, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk *W*

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

Term & Supply - No Encumbrance Required *4/19/04* *County Wide Term/Supply*
Signature Date Appropriation Account

CONTRACT AMENDMENT NUMBER ONE
PURCHASE AGREEMENT FOR
TIRES PASSENGER AND LIGHT DUTY TRUCKS – TERM AND SUPPLY
BID # 11-09MAR04

300-2004

The Agreement dated April 22, 2004 made by and between Boone County, Missouri and Firestone for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. ADD Tire: Firestone Product #288624, LT 245/75R16, Steeltex A/T Load E @ \$68.00 per tire.
- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

FIRESTONE

BOONE COUNTY, MISSOURI

by Mike Pate
title Manager of tire sales

by: Boone County Commission
Keith Schnafre
Keith Schnafre, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

no encumbrances required
Signature [Signature]

7/15/04
Date

Countywide Term and Supply

Appropriation Account

Attn: Alice

07/13/04
(573) 886-4359

Gov. Bid Price on

Product # 288624

Tire LT 245/75 R16 SteelHex A/T Load (E)

Bid Price \$68.00

Please Add Above tire
to Purchase Contract

Thanks Tim De Hart

(573) 449-2421

FIRESTONE STORE
703 BUSINESS LOOP 70 W
COLUMBIA, MO 65203
21K9-009490

**PURCHASE AGREEMENT
FOR
TIRES -PASSENGER VEHICLES AND LIGHT DUTY TRUCKS
CATEGORIES ONE, TWO AND FOUR**

THIS AGREEMENT dated the 22 day of APRIL 2004 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Firestone**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Tires-Passenger Vehicles and Light Duty Trucks**, County of Boone Request for Bid for Tire - Passenger and Light Duty Trucks, bid number **11-09MAR04**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, any applicable addenda, the unexecuted Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated March 6, 2004 and executed by Mike Porter on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted Response Form, Standard Terms and Conditions, and applicable Addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the date written above through March 31, 2005 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for two additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Basic Services - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items identified and responded to in **Category One, Category Two and Category Four**. Items will be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Delivery - Contractor agrees to provide the items and service as specified and as agreed to in the bid specifications.

5. Billing and Payment - All billing shall be invoiced to the County Department placing the order and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

FIRESTONE

by Mike Pater
title Manager of tire sales
address 703 business loop 70 west
Columbia MO 65203

APPROVED AS TO FORM:

[Signature]
County Counselor

BOONE COUNTY, MISSOURI

by Boone County Commission
[Signature]
Keith Schmarre, Presiding Commissioner

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, 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 this contract do not create a measurable county obligation at this time.)

Signature Term 1/2 Supply - No Encumbrance Required Date 4/19/04 County Wide Term/Supply Appropriation Account

Debbie Crutchfield
Office Specialist



601 E. Walnut-Room 205
Columbia, MO 65201
(573) 886-4394
Fax (573) 886-4390
Email: dcrutchfield@boonecountymo.org

January 25, 2005

Fax 573-874-3806

Firestone
Mike Porter
703 Business Loop 70 West
Columbia, MO 65203

RE: 11-09MAR04 – Tires passenger & Light Duty Trucks Categories 1,2 and 4

Dear Mr. Porter:

The County of Boone is interested in renewing the above referenced contract that expires on March 30, 2005 as primary contractor for categories 1,2, and 4. Please indicate your intention below and return by **February 15, 2005**.

I Mike Porter of Firestone agree to renew 11-09MAR04 – Tires passenger & Light Duty Trucks Categories 1,2 and 4 for an additional year under the same terms and conditions as set in the current contract.

Mike Porter
Signature

2-10-05
Date

I _____ of Firestone. Do not wish to renew the above referenced contract.

Signature

Date

I will share these terms with the Public Works. If they agree to renew, I will send you a confirmed contract renewal letter. Should you have any questions, please contact me.

Sincerely,

Debbie Crutchfield

Debbie Crutchfield
Office Specialist
Cc Bid File

Note: The contractor's failure to complete and return this renewal shall not stop the action specified herein. If the contractor fails to complete and return this renewal prior to the return date specified or the effective date of the contract period stated above, the County may renew the contract at the same price(s) as the previous contract period or at the price(s) allowed by the contract, whichever is lower.

An Affirmative Action/Equal Opportunity Institution

157-7004

CERTIFIED COPY OF ORDER



STATE OF MISSOURI }
County of Boone } ea.

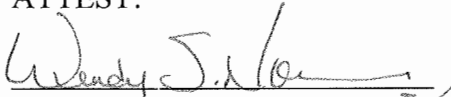
April Session of the April Adjourned Term. 20 04

In the County Commission of said county, on the 22nd day of April 20 04
the following, among other proceedings, were had, viz:

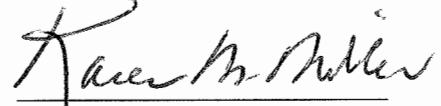
Now on this day the County Commission of the County of Boone does hereby remove the lien from the transportation bus owned by The Bluffs Retirement Center and authorize the Presiding Commissioner to sign lien release on said title.


Done this 22nd day of April, 2004.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Keith Schnarre
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner