

NORTHEAST ALABAMA PURCHASING ASSOCIATION
1701 Chestnut Street
Gadsden, Alabama 35901

August 27, 2009

Mike Clark Associates
410 McClendon Rd
Attalla, Al 35954

Dear Mr. Clark:

The Northeast Alabama Purchasing Association would like to confirm renewal of Bid # 3044 for Sidewalk, Curb and Gutter removal and installation. When you sign this form you agree that the price will not change for another year.

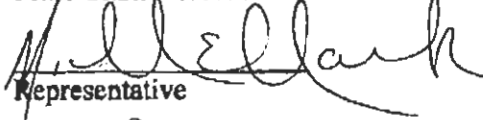
This renewal period represents the Third year of a maximum three-year contract.

Please fax a signed copy of this letter to confirm your agreement with the above terms of renewal. (Attn: Lisa Noah, fax 256-549-4711)

Sincerely,

Greg Noah
NEAPA Coordinator

Mike Clark Associates


Representative

Owner
Title

NORTHEAST ALABAMA PURCHASING ASSOCIATION
1701 Chestnut Street
Gadsden, Alabama 35901

August 27, 2009

Mike Clark Associates
410 McClendon Rd
Attalla, Al 35954

Dear Mr. Clark:

The Northeast Alabama Purchasing Association would like to confirm renewal of Bid # 3044 for Sidewalk, Curb and Gutter removal and installation. When you sign this form you agree that the price will not change for another year.


This renewal period represents the Second year of a maximum three-year contract.

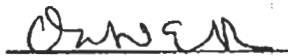
Please fax a signed copy of this letter to confirm your agreement with the above terms of renewal. (Attn: Lisa Noah, fax 256-549-4711)

Sincerely,

Greg Noah
NEAPA Coordinator

Mike Clark Associates


Representative


Title

2008429

RESOLUTION NO. R-344-08**Awarding Bid No. 3044**

Whereas, pursuant to the general competitive bid law, Sections 41-16-50 *et seq.*, Code of Alabama 1975, sealed bids were requested for Bid No. 3044 for removal and installation of sidewalk (minimum of 200 square yards) and curb and gutter (minimum of 200 linear feet); and

Whereas, bids were received, opened and read in public on August 12, 2008; and

Whereas, Mike Clark Associates, 410 McClendon Road, Attalla, Alabama 35954, submitted the lowest bid of \$1,456.50, which meets the City's requirements and specifications and is a responsible bidder; and

Whereas, McCartney Construction, Inc., a resident responsible bidder, submitted a bid of \$1,731.00, but the bid was more than three percent greater than the bid of the lowest responsible bidder; and

Whereas, the Assistant Purchasing Agent has recommended that the bid be awarded to Mike Clark Associates;

Now, Therefore, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GADSDEN, ALABAMA, as follows:

1. The bid is awarded to Mike Clark Associates.
2. The Mayor is authorized to enter into a contract for the labor, services, work materials, equipment, supplies or other personal property specified in the bid documents.

I hereby certify that this resolution was duly adopted by the City Council of Gadsden Alabama, at a meeting held on September 2, 2008.

Iva Nelson, City Clerk

with
Specifications
SEALED BID # 3044
Concrete Sidewalk and Curb and Gutter
Removal and Installation

| Item | Unit | Unit Price |
|--------------------------|----------|------------|
| Removing Sidewalk | S.Y. | 12.00 |
| Sidewalk 4" Thick | S.Y. | 42.00 |
| Sidewalk 6" Thick | S.Y. | 50.00 |
| Removing Curb and Gutter | Lin. Ft. | 10.00 |
| Curb and Gutter | Lin. Ft. | 16.50 |
| Removing Valley Gutter | Lin. Ft. | 19.00 |
| Valley Gutter 3' Wide | Lin. Ft. | 50.00 |
| Valley Gutter 4' Wide | Lin. Ft. | 60.00 |
| Top Soil | C.Y. | 40.00 |
| Handicap Ramps | Each | 900.00 |
| Seeding and Mulching | S.Y. | 9.00 |
| Asphalt Patching | Ton | 250.00 |

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTION REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS

CLARK ASSOCIATES
 Firm
Michael Clark
 Signed By
OWNER
 Title
256 504 5455
 Area Code & Telephone
63-1064100

410 McCLENDON Rd
 Street Address
ATLANTA, AL 35954
 City, State, Zip
410 McCLENDON Rd
 Mailing Address
41277
 Contractors License No.

Federal Tax ID #

NEAPA

Northeast Alabama Purchasing Association

July 24, 2008

REQUEST FOR BID

ATTENTION ALL BIDDERS

YOU MUST MARK ON THE ENVELOPE:

Sidewalk, Curb and Gutter

SEALED BID #3044

NEAPA is soliciting sealed bids for the above project.

Bids may be hand delivered to the following location;

City of Gadsden Clerk's office
Room 401-4th Floor
90 Broad Street (City Hall)
Gadsden, Alabama 35902
ATTN: Iva Nelson

Bids may be mailed to the following address;

City of Gadsden Clerk's Office
P.O. Box 267
Gadsden, Alabama 35902
ATTN: Iva Nelson

Bids will be received until 2:00 P.M., Tuesday, August 12, 2008

Bids will be opened at the following location at the above stated time and date.

City of Gadsden City Hall
Fourth Floor, Room 411
90 Broad Street
Gadsden, Alabama

If you have any questions concerning terms and conditions, specifications, or any other aspects of the RFB or RFP, please contact the following:

Jim Barker, NEAPA Coordinator
Phone: 549-4705
Email: jbarker@cityofgadsden.com

Lisa Noah, NEAPA Secretary
Phone: 549-4705
Email: lnoah@cityofgadsden.com

Sharon McNair, NEAPA Representative
Phone: 549-4591
Email: smcnair@cityofgadsden.com

No faxed or email responses will be accepted

The attached RFB or RFP presents a cooperative proposal for the Northeast Alabama Purchasing Association (NEAPA) members below:

- Big Wills Water Authority
- City of Attalla
- City of Gadsden
- City of Gadsden Airport Authority
- City of Gadsden Waterworks and Sewer Board
- City of Glencoe
- City of Hokes Bluff
- City of Rainbow City
- City of Sardis City
- City of Southside
- City of Springville
- CREM Etowah County Water Authority
- Etowah County
- Etowah County Community Services
- Etowah County Rescue Squad
- Gadsden State Community College
- Highland Water Authority
- Sand Valley Vol Fire Dept
- St Clair County
- Town of Reece City

Other government entities within Etowah County and counties adjoining thereto may elect to participate in this cooperative bid. Vendors must agree that if any additional government entity does join the Association vendors will honor prices on this RFB or RFP for those additional entities that may join the Association.

The proposal award will be made by the City of Gadsden on behalf of the Association in accordance with the provision of the intergovernmental agreement between the City of Gadsden and the members of the Association. Each participating governmental entity of the Association will be responsible for issuing its own purchase orders, delivery instructions, invoicing, insurance requirements, and issue its own tax exemption certificate as required by vendors.

This cover letter is considered an integral part of the RFB or RFP document and shall be included by reference into any contract.

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION
Vendors
Sidewalk Curb & Gutter
BID #3044

| Company Name | Address | State | Zip Code | Phone |
|-------------------------------|-----------------------|------------------|----------|-------------|
| ALPHA CONCRETE & GRADING | 839 THREE CEDARS ROAD | OHATCHEE, AL | 36271 | 256-4131940 |
| APAC-ALABAMA INC | PO BOX 818 | BIRMINGHAM, AL | 35201 | 205-2523456 |
| BEDWELL & WHORTON EXCAVATING | 718 W GRAND AVE | RAINBOW CITY, AL | 35906 | 256-4420500 |
| CLEMMER BROTHERS CONCRETE | 1280 ROSS LAKE ROAD | WELLINGTON, AL | 36279 | 256-3909892 |
| CONTECH/TELLICO CULVERT CO | PO BOX 53 | ENGLEWOOD, TN | 37329 | 800-5254322 |
| DUNN DEVELOPMENT CORP | 4555 MATT SMITH RD | SOUTHSIDE, AL | 35907 | 256-4426461 |
| FABCRETE INC | 607 NOCCALULA ROAD | GADSDEN, AL | 35904 | 888-5477950 |
| FASTENAL COMPANY | 84 INDUSTRIAL BLVD | ATTALLA, AL | 35954 | 256-5700238 |
| FRENCH CONCRETE CONSTRUCTION | 403 LAKEWOOD RD | RAINBOW CITY, AL | 35906 | 256-4429078 |
| HAWKINS PARTNERS INC | 131 2ND AVE N | NASHVILLE, TN | 37201 | 615-2555218 |
| HUDAK & DAWSON CONST CO INC | 2010 CLUB DR | GADSDEN, AL | 35901 | 256-5471101 |
| HUEY POURED WALLS | 1543 US HWY 278 W | PIEDMONT, AL | 36272 | 256-4478167 |
| JAMES E WATTS & SONS INC | PO BOX 305 | GADSDEN, AL | 35902 | 256-4427835 |
| MANNING CONSTRUCTION LLC | 1311 DAY GAP RD | CULLMAN, AL | 35057 | 256-7343729 |
| MCCARTNEY CONST CO INC | PO BOX 1890 | GADSDEN, AL | 35902 | 256-5476386 |
| MCCORD CONCRETE CONSTRUCTION | 7931 FORD VALLEY RD | HOKES BLUFF, AL | 35903 | 256-4949163 |
| MIKE ASHLEY CEMENT CONTRACTOR | 307 LOLA LANE | GLENCOE, AL | 35905 | 256-4926994 |
| MIKE CLARK ASSOCIATES | 208 AMY DRIVE | GLENCOE, AL | 35905 | 256-5381961 |
| PASK LLC | 380 SON JOHNSON RD | BOAZ, AL | 35956 | 256-5938355 |
| PLIMPTON CONST & DEVEL INC | PO BOX 8342 | GADSDEN, AL | 35902 | 000-0000000 |

| | | | | |
|-------------------------------|------------------------|-----------------|-------|-------------|
| REED CONTRACTING SERVICES INC | 4704 UNION GROVE RD | UNION GROVE, AL | 35175 | 256-7536134 |
| TRACTOR & EQUIPMENT CO | PO BOX 1785 | OXFORD, AL | 36203 | 256-8312440 |
| W W DYAR & SONS INC | PO BOX 429 | HAMILTON, AL | 35570 | 205-9213565 |
| WALKER PATTON CO INC | PO BOX 130665 | BIRMINGHAM, AL | 35213 | 000-0000000 |
| WATTS CONCRETE STATURY | 7670 BOILING SPRING RD | OHATCHEE, AL | 36271 | 256-8922983 |

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION
GENERAL TERMS AND CONDITIONS

PLEASE READ

1. All bid openings and any scheduled pre-bid conferences will be held in the City Council conference room located on the fourth floor, room 411, City Hall, 90 Broad Street, Gadsden, Alabama. A pre-bid conference may be requested to review and answer any pertinent questions concerning the bid and the specifications.
2. Each bid must be submitted in a separate sealed envelope and received by the City of Gadsden, Alabama in the City Clerk's office, 90 Broad Street, P.O. Box 267, Gadsden, Alabama, 35902. All bidders must use our bid form and show on the envelope the bid number, name of project (purpose), and opening date. Any bid received after the opening date and time will not be considered. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
3. NEAPA encourages utilization of minority business enterprise in our procurement activities. NEAPA provides equal opportunities for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, disability, religion or age in consideration for an award.
4. The attached specifications are being provided to potential bidders as guidelines, which describe the type and quality of equipment, supply, and/or service that NEAPA is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.
5. The name of a certain brand, make, manufacturer, or definite specification is to denote the quality standard of the article desired but does not restrict the bidder to the specified brand, make, manufacturer or specification names. It is set forth to convey the general style, type, character, and quality of the article desired by NEAPA. Whenever the words "or approved equal" appear in the specifications, they shall be interpreted to mean an item of material or equipment similar to that named, and which is suited to the same use as that named and which is approved by the Purchasing Department. Vendor shall incur all cost involved in obtaining an independent analysis if NEAPA deems it necessary to determine the suitability of items as being approved equal.
6. It will be assumed that all bids are based upon the specifications unless the bidder stipulates to the contrary on the proposal form; in which case, the bidder shall point out in detail any and all deviations from the specifications. Bidders having items, which do not meet the specifications may offer the same on an optional basis. Minor exceptions from the specifications may be considered if they do not alter the performance for the intended purpose.
7. All bids shall be typewritten or printed in ink on the form(s) prepared by NEAPA. Bids prepared in pencil will not be accepted. All proposals must be signed by officials of the corporation or company duly authorized to sign bids. Any bid submitted without being signed will automatically be rejected.
8. All corrections or erasures shall be initialed and dated by the person authorized to sign bids. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
9. Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. NEAPA will assume no transportation or handling charges other than specified in this bid. NEAPA is exempted from sales and use tax by 40-23-4(11) and 40-23-62(13), Alabama Code (1975).

10. Prices quoted to the NEAPA shall remain firm for a minimum of 90 days from the date of opening of the bid, unless so stated differently in the bid.
11. The delivery schedule, if any, must be entered in the appropriate space in order for the bid to be considered. If all items cannot be delivered on the same schedule, please note variances.
12. The bidder shall assume full responsibility for warranty of all components of the equipment. A statement shall be attached with the proposal setting out the conditions of the warranty. The manufacturer's standard warranty shall be furnished.
13. If the total amount of the bid exceeds \$10,000, an original bid bond in the amount of 5% (of the total bid) is required. In lieu of a bid bond, the bidder may submit a postal money order, certified check, or cashiers check in the required amount. The bid bond or other security shall be retained by the City until a contract is executed, a purchase order is issued, or in some cases, until materials and/or equipment is received. Failure to submit a bid bond when required will result in rejection of the bid.
14. NEAPA reserves the right to request a demonstration of any and all items bid before making the award.
15. NEAPA reserves the right to accept or reject any or all items covered in the request, or any portion(s) thereof, waive formalities, re-advertise and/or make the award on merit and/or features of design and quality, delivery, and availability of parts and service and/or take such other steps deemed necessary and in the best interest of NEAPA,
16. All bids will be awarded to the lowest responsive and responsible bidder. This determination may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable. When bids are equal, local vendor shall be favored.
17. Unless Special Terms and Conditions of the bid specify otherwise, NEAPA reserves the right to make an award in whole or part to one or more bidders whenever deemed necessary and in the best interest of NEAPA.
18. The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold NEAPA harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.
19. All items bid will be inspected by a representative of NEAPA upon delivery to ascertain compliance with the specifications. Items not in compliance with the specifications will be rejected until proper remedial measures are taken to assure compliance.
20. Bidders may be disqualified and bid proposals may be rejected for any of (but not limited to) the following causes:
 - a. Failure to use the bid forms furnished by NEAPA.
 - b. Lack of signature by an authorized representative on the bid form.
 - c. Failure to properly complete the bid form.
 - d. Evidence of collusion among bidders.
 - e. Unauthorized alteration of the bid form.
21. NEAPA assumes no legal liability to purchase items or services under any contract unless funds are appropriated for that particular fiscal year.

22. NEAPA reserves the right to terminate, without cause, any award made as a result of this bid solicitation by providing a thirty (30) day letter of cancellation notification to the successful bidder. Failure on the part of the successful bidder to comply with all terms and conditions of this bid shall give cause for NEAPA to terminate the award immediately, and to relieve NEAPA of any and all legal obligations associated with the award. In the event the bidder cannot comply with the terms and conditions of a bid on a particular item or transaction, NEAPA reserves the right to obtain the particular item from other vendors.
23. NEAPA is to be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Special Terms and Conditions.
24. In accordance with the Alabama Competitive Bid Law, as amended, NEAPA may enter into multi-year leases, purchase, and lease purchase contracts for the acquisition of goods, supplies, materials and all other types of personal property, real property and services for a period not to exceed three years with the following provisions:
 - (a) Prices quoted shall be effective for one (1) year beginning from the date of award with the option to renew for two additional year periods. Renewal for additional one years periods will require mutual agreement with NEAPA and the vendor with the bid price remaining the same.
 - (b) Contracts may provide for automatic renewal unless positive action is taken by the NEAPA to terminate such contract, and the nature of such action shall be determined by NEAPA and specified in the contract
25. NEAPA will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver the proposal to the City of Gadsden, office of the City Clerk, by the deadline stated in the bid request.
26. The vendor/bidder/contractor agrees to comply fully with the Americans With Disabilities Act and will indemnify and hold harmless NEAPA from all costs, including but not limited to damages as well as attorney's fees and staff time, in any action or proceeding brought alleging a violation of the American With Disabilities Act.
27. City Ordinances mandate that anyone who transacts business within the city limits of Gadsden by one or all of the following situations is subject to obtain a City of Gadsden business license.
 1. A physical location within the City.
 2. A representative of your company calls on customers or solicits business within the City.
 3. Merchandise is delivered into the City on a vehicle other than by common carrier.
28. Any Bidder affected adversely by an intended decision with respect to this bid shall file with the Finance Director of the City of Gadsden a written notice of intent to file a protest not later than five working days (excluding Saturdays, Sundays, and City of Gadsden holidays) after posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Office.

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS.

NEAPA
NORTHEAST ALABAMA PURCHASING ASSOCIATION

SPECIAL TERMS AND CONDITIONS

SEALED BID # 3044

**CONCRETE SIDEWALK AND CURB AND GUTTER
REMOVAL AND INSTALLATION**

All materials and workmanship shall meet the current ALDOT specifications. Areas designated for removal and/or installation will be marked by the City and assigned to the contractor. A minimum of 200 square yards of sidewalk or 200 linear feet of curb and gutter will be given for each assignment.

The contractor shall begin work within 10 days of receiving an assignment. Liquidated damages in the amount of \$250 per day shall be assessed against the contractor for each day in excess of the allowed 10 days that the contractor has not begun work. Liquidated damages in the amount of \$250 per day shall be assessed for each working day that the contractor is not actively pursuing completion of the assignment after mobilization, until the assignment is completed.

The contractor shall dispose of removed sidewalk and curb and gutter in a manner consistent with all current regulations, at his own expense.

The contractor shall install traffic control in accordance with the current Federal Manual on Uniform Traffic Control Devices at no additional cost.

Asphalt patching shall include the cost of excavation and disposal.

Handicap ramps will be installed to current ADA standards. Price is to include the cost of removal of existing curb and sidewalk.

The bid price for curb and gutter installation shall be based on Type C with 24-inch gutter. If a different gutter width is required, the bid price will be adjusted as a ratio of the required gutter width to 24-inch gutter (i.e., for an 18 inch wide gutter, payment would be 18/24 of the bid price). The bid price for removal shall be for any width of curb and gutter, or for any thickness of sidewalk or driveway. NEAPA members reserves the right to instruct the contractor to replace concrete driveway at the unit prices bid for sidewalk removal and 6 inch sidewalk installation.

Prices quoted shall be in effect for one year from the date that the contractor is notified of award. NEAPA reserves the right to extend the contract for two additional one-year periods.

BID SHEET
with
Specifications
SEALED BID # 3044
Concrete Sidewalk and Curb and Gutter
Removal and Installation

| Item | Unit | Unit Price |
|--------------------------|----------|------------|
| Removing Sidewalk | S.Y. | |
| Sidewalk 4" Thick | S.Y. | |
| Sidewalk 6" Thick | S.Y. | |
| Removing Curb and Gutter | Lin. Ft. | |
| Curb and Gutter | Lin. Ft. | |
| Removing Valley Gutter | Lin. Ft. | |
| Valley Gutter 3' Wide | Lin. Ft. | |
| Valley Gutter 4' Wide | Lin. Ft. | |
| Top Soil | C.Y. | |
| Handicap Ramps | Each | |
| Seeding and Mulching | S.Y. | |
| Asphalt Patching | Ton | |

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THESE INSTRUCTIONS AND AFFIRM THAT I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS OR PROSPECTIVE BIDDERS IN RESTRAINT OF FREEDOM OF COMPETITION. UPON AWARD OF THIS BID, I WILL NOT SUBSTITUTE ANY ITEM ON THIS BID UNDER ANY CIRCUMSTANCES. I ALSO UNDERSTAND THAT THE GENERAL TERMS & CONDITIONS ARE STANDARD AND THAT ANY CONTRADICTING REQUIREMENTS OF THE SPECIAL TERMS AND CONDITIONS OR REQUEST FOR BIDS SUPERSEDE THESE GENERAL TERMS & CONDITIONS

Firm

Street Address

Signed By

City, State, Zip

Title

Mailing Address

Area Code & Telephone

Contractors License No.

Federal Tax ID #