

**ADDENDUM NO. 01**  
CITY OF FAIRHOPE

**Bid No. 081-18 Driver's License Reader Program**

The bid documents for this Bid shall be amended, revised and changed in the following particulars as provided by Jillian Saffle, Purchasing Manager:

**REMOVE AND DISCARD ORIGINAL  
page 1, ITEM XIII Sample Contract (page 31 fo document)  
AND REPLACE WITH THE ATTACHED VERSION:**

Bidders are to print, sign and include signed Addendum No.1 with submitted bid documents.

Acknowledged:

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

Purchasing Manager  
City of Fairhope  
Posted: 05-11-2018

**ITEM XIII**  
**SAMPLE CONTRACT rev 1 page1**

This **CONTRACT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fairhope (hereinafter referred to as the "**OWNER**") and \_\_\_\_\_ (hereinafter referred to as the "**CONTRACTOR**"), for

**Bid No. 018-18 Driver's License Reader Program**

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The **CONTRACT** consists of all the items contained within this **CONTRACT**, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the **WORK**.

2. The **CONTRACTOR** shall perform all the **WORK** described herein.

**3. Term of Agreement**

Bid Duration: Three (3) years from the signing date of the **CONTRACT**. At the end of the **CONTRACT**, Vendor agrees to provide on a month-to-month basis until the **CITY** can procure a new contract through the ITB process. Prices, terms, and conditions shall remain the same for the duration of the contract and any time thereafter until the **CITY** can procure a new Contract.

**4. Compensation**

- a. The **OWNER** is to be invoiced on a monthly basis, in arrears, for payment of each monthly maintenance routine.
- b. Contractor is to invoice **OWNER** upon completion of work specified in the applicable purchase order.
- c. Purchase Order number must be referenced on all communications including delivery tickets and invoices.
- d. All invoices received by the **OWNER** are payable within thirty (30) days from the date of receipt by the **OWNER**, provided they are approved by the **OWNER**.

**5. Payment Withheld**

The **OWNER** may withhold approval for payment on any request and the **OWNER** may withhold payment to such extend as may be necessary to protect the **OWNER** from loss on account of:

- a. Negligence on the part of the **CONTRACTOR** to execute the work properly or fail to perform any provision of this Agreement
- b. The **OWNER**, after three (3) days written notice to the **CONTRACTOR**, may without prejudice to any other remedy, make such good deficiencies and may deduct the cost thereof from the overall **CONTRACT** sum.
- c. Claims filed or reasonable evidence indicating probably filing of claims.
- d. Failure of the **CONTRACTOR** to make payments properly to **SUB-CONTRACTORS** for material or labor.
- e. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
- f. Damage to the property, or another **CONTRACTOR** or another **CONTRACTOR'S** work.

When the above grounds are removed, payment shall be made for the amount withheld because of them. The **CONTRACTOR** waives all cancellation rights under the agreement, if payment is withheld for one or more of the