

CONTRACT DOCUMENTS
AND
SPECIFICATIONS

FOR
BID NO. 009-10
CITY SKETCHES PRINTING 2010

FOR
JAMES P. NIX ADULT RECREATION CENTER

FOR THE
CITY OF FAIRHOPE

FAIRHOPE CITY COUNCIL
Lonnie Mixon, City Council President
Timothy M. Kant, Mayor

Set No. 1

CONTENTS

Advertisement for Bids.....	I
Instructions to Bidders.....	II
Bid Form.....	III
Bid Bond Form.....	IV
Contract.....	V
Performance Bond.....	VI
Labor & Material.....	VII
Insurance.....	VIII
Scope of Work & Specifications.....	IX

ITEM I

CITY OF FAIRHOPE

BID INVITATION

March 24, 2010

Sealed proposals will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 2:00P.M. April 8th, 2010, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 009-10, CITY SKETCHES PRINTING 2010

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail or faxed to the attention of the Purchasing Manager, Daniel P. Ames, P.O. Drawer 429, 555 South Section St., Fairhope, Al 36532, e-mail: dan.ames@cofairhope.com, number: 251-990-0125, Seventy Two (72) hours prior to the bid opening or will be forever waived.

All bids must be on blank forms provided in the Bid Documents. **BID BOND IS WAIVED.**
THERE WILL BE NO PREBID MEETING.

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract Documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **“Sealed Bid” with Item Name, Bid Number, City of Fairhope’s Name and Address and Bidder’s Name and Address.** Each bid must be in a separate envelope. Bids made out in pencil will not be accepted.

Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The City reserves the right to accept or reject all bids or any portion thereof whichever is in the best interest of the City of Fairhope.

The company that is awarded the bid must have Workman’s Compensation Insurance on all of its employees if work is done on City premises. General Liability Insurance must be maintained to hold the City harmless in the event of an accident. Proof of Workman’s Compensation Insurance if work is done on City premises and General Liability Insurance specifying coverage must accompany this bid packet. See specifications for details.

No bids will be considered unless the bidder, whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General Contractors, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, non-residents of the State if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. Bidder must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Daniel P. Ames,
Purchasing Manager

Posted: 03-24- 2010

ITEM II

INSTRUCTION TO BIDDERS

1. PREPARATIONS FOR BIDS:

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and instruction printed on the forms is necessary. Special care should be exercised in the preparation of bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid form shall be suitably filled in.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF FAIRHOPE:

- a. The City of Fairhope, Alabama, will not furnish any labor, material, or supplies unless specifically provided for in the Contract documents.

3. SIGNATURE TO BIDS:

- a. Each bid must give the full business address of the Bidder and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president", "secretary", "agent" or other designation without disclosing his principal, may be held to be the bid of individual signing. When requested by the City of Fairhope, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

4. ALTERNATE BIDS:

- a. Alternate bids will not be considered unless called for.

5. CORRECTIONS:

- a. Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

6. OWNER:

- a. Where the word "Owner" appears herein, the same refers to City of Fairhope, Alabama, and includes the Fairhope City Council, its governing body.

7. INSURANCE:

Contractor, at its sole expense, shall obtain and maintain in full force the following insurance to protect the Contractor and the City of Fairhope at limits and coverages specified herein. The City of Fairhope will be listed as "additionally insured" on all applicable certificates. These limits and coverage's specified are the minimum to be maintained and are not intended to represent the correct insurance needed to fully and adequately protect the Contractor. All insurance will be provided by insurers licensed to conduct business in the State of Alabama and shall have a minimum A.M. Best rating of A-VII and must be acceptable to the City. Self-insured plans and/or group funds not having an A.M. Best rating must be

submitted to the City for prior approval. See the instructions (Page VIII) hereinafter contained with respect to the type, form, and amounts of required insurance policies.

8. MARKING AND MAILING BIDS:

- a. Mark and mail bids per the instructions in Item I, Advertisement for Bids.

9. TIME FOR RECEIVING BIDS:

- a. Bids received prior to the time of opening will be securely kept, unopened. The Owner will decide when the specified time has arrived, and no bid will be considered if received thereafter, except that when a bid arrives by mail after time for opening, but before award is made, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered. No responsibility will attach to the City of Fairhope, or Fairhope City Council for the premature opening of a bid not properly addressed or identified. Unless specially authorized, telegraphic bids will not be considered.

10. WITHDRAWAL OF BIDS:

- a. Bids may be withdrawn on written or telegraph request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

11. BIDDERS PRESENT:

- a. At the time fixed for the opening of bids, their contents will be made public for the information of bidders and others properly interested who may be present either in person or by representation.

12. AWARD OR REJECTION OF BIDS:

- a. The Contract will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the Owner to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the Owner. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- b. Local vendors, within the city limits of the City of Fairhope, will have a 3% favorable allowance in all bids.

13. ERRORS IN BIDS:

- a. Bidders or their authorized agents are expected to examine the specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk, and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

14. CONTRACT AND BOND:

- a. The bidder to whom award is made must, when requested, enter into written contract on the standard form as set out herein, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

15. COLLUSION:

- a. If there is any reason for believing that collusion exists among the Bidders any or all proposals may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the City of Fairhope.

16. SUBLETTING OR ASSIGNING OF CONTRACT:

- a. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the contract, his right, title or interest therein, of his power to execute such contract, to any person, firm or corporation without written consent of the City of Fairhope, and such written consent shall not be construed to relieve the
- b. Contractor of any responsibility for fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own Organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all contract work.

ITEM III

BID RESPONSE

Date: ____/____/____

Bid No.: 009-10

Bid Name: CITY SKETCHES PRINTING 2010

Bid Duration: One (1) year from signing date of contract, with the option to renew bid or contract for up to Two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work, on a per unit basis. Show quantity / price breaks.

Our average run is approximately 9,000 copies.

NUMBER OF COPIES	BID per COPY
1 to	\$
to	\$
to	\$
to	\$

The contractor agrees to complete all the work within timeframe stated in the specifications, unless other arrangements are approved by the Purchasing Dept..

The above bid is made on behalf of _____

_____ and no others. Evidence of **MY / OUR** authority to submit the proposal is herewith furnished. The proposal is made without collusion on the part of any person, firm, or corporation. I / WE certify that I / WE have carefully examined the specifications hereto attached. I / WE propose to furnish all necessary labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined and in the manner specified within this contract.

Bidder (Corporation)

(Signature)

(Business Address – Street)

(Business Address – City, State, zip)

(Phone) _____

Fax _____

Alabama License No. _____

Attest: _____ Incorporation in _____
(Corporate Officer Signature, not bidder) (State)

(Corporate Seal)

ITEM IV

BID BOND

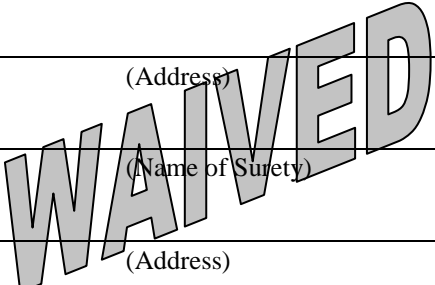
KNOW ALL MEN BY THESE PRESENTS:

That _____ of
(Name of Contractor)

(Address)

as Principal, and _____ of
(Name of Surety)

_____, as Surety, are held
(Address)



firmly bound unto CITY OF FAIRHOPE, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of FIVE PERCENT (5%) OF, _____ lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal for

Bid Number 009-10, CITY SKETCHES PRINTING 2010

The Conditions of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, than this obligation to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered

Date

Witness as to Principal:

Contracting Firm

By: _____ (SEAL)

COUNTERSIGNED:

Name of Surety

By: _____

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

ITEM V
CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 20_____, by the City of Fairhope of Baldwin County, Alabama, hereinafter called the "Owner", Party of the First Part, and _____, a **corporation** organized and existing under the laws of the State of Alabama, hereinafter called the "Contractor", Party of the Second Part on the

Bid Number 009-10, CITY SKETCHES PRINTING 2010

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

1. The contract consists of all of the items contained within this bid package.
2. The **CONTRACTOR** shall perform all the **WORK** described herein.

WITNESSETH: That the parties hereto do mutually agree as follows:

1. **DURATION**

- a. The term of the Agreement shall be for a period of one (1) year commencing on DATE OF CONTRACT SIGNING BY MAYOR, CITY OF FAIRHOPE, with the option to renew contract for up to Two (2) additional years if terms and conditions, including pricing, remain the same and both parties are in agreement to renewing the contract.

2. **PAYMENT**

- a. **Invoices:** Contractor is to invoice Owner upon completion of work specified in the applicable Purchase Order.
- b. **Purchase Order Number must be referenced on all communications including delivery tickets and invoices.**
- c. **Payment Of Invoice:** 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.

3. **PAYMENT WITHHELD**

- a. The Owner may withhold approval for payment on any request and the Owner may withhold payment to such extent as may be necessary to protect the Owner from loss on account of.
 - i. Negligence on the part of the Contractor to execute the work properly or fail to perform any provision of this Agreement.
 - ii. The Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the overall Agreement sum.
 - iii. Claims filed or reasonable evidence indicating probable filling of claims.
 - iv. Failure of the Contractor to make payments properly to Subcontractors for material or labor.
 - v. A reasonable doubt that the Agreement can be completed for the balance then unpaid.
 - vi. Damage to City facilities, 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 above reasons.

4. **GENERAL CONDITIONS:**

- a. **Indemnity:** The Contractor hereby agrees to indemnify and save harmless the Owner, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Agreement, to the extent caused by a negligent act or omission of the Contractor, their agents, servants, employees, Subcontractors, or others associated with the Contractor. The Contractor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the Contractor.
- b. **Notification And Accident Reports:** In the event of accidents of any kind, the Contractor shall notify the Owner immediately and furnish, without delay, copies of all such accident reports to the Owner. If the performance of their Work, the Contractor fails to immediately report an accident to the Owner, of which the Contractor has knowledge of and which results in a fine levied against the Owner then the Contractor shall be responsible for all fines levied against the Owner.

5. **TERMINATION OF AGREEMENT:**

- a. **Termination For Default:** Performance of Work under this Agreement may be terminated by the Owner, in whole or in part, in writing, whenever the Owner determines that the Contractor has failed to meet the requirements of this Agreement.
 - i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.
 - ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.
 - iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.
- b. **Termination for Convenience:** Owner has the absolute right to terminate the Agreement upon "Award of Contract" to another Contractor, to perform major work referenced herein. In such event, payment due on the date of cancellation of the Agreement by Owner, shall be paid by Owner.

6. **WARRANTY:**

- a. The Contractor warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. If the Contractor is notified in writing of a fault, deficiency or error in the Work, the Contractor shall at the Owner's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the Owner, or refund to the Owner the charge paid by the Owner, which is attributable to such portions of the faulty, defective

or erroneous Work, including costs for re-performance of Work provided by other Contractors.

- b. All equipment and materials provided by the Contractor shall be merchantable and for the purpose intended.

7. **TIME OF COMPLETION:**

- a. The Owner and Contractor understand and agree that time is of the essence in the performance of this Agreement. The Contractor or Owner, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction of, in whole or in part, equipment or manufacturing plant, lack of ability to obtain raw materials, labor, fuel or supplies for any reason or any other causes, contingencies or circumstances not subject to the Owner's or Contractor's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Owner's or Contractor's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Agreement, or on the day of the start of Work, shall extend the time of the Owner's or Contractor's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. **However, under such circumstances as described herein, the Owner may, at their discretion, cancel this Agreement for their own convenience.**

8. **INSURANCE REQUIREMENTS:**

- a. The **CONTRACTOR** shall not commence work under this **AGREEMENT** until it has purchased **INSURANCE** for protection from any and all claims which may arise out of or result from the **CONTRACTOR'S** operation under The **CONTRACT**. The **CONTRACTOR** shall maintain the required insurance in the minimum amounts as described below at all time during performance of the **WORK**.
- b. **WORKMEN'S COMPENSATION INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** Workmen's' Compensation Insurance for all its employees to be engaged in work on the project under this **AGREEMENT**.
- c. **CONTRACTOR'S GENERAL LIABILITY AND INSURANCE:** The **CONTRACTOR** shall procure and shall maintain during the life of the **AGREEMENT** a Comprehensive Liability Policy providing bodily injury coverage on an occurrence basis, including damage arising from blasting, explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors, and contractual operations, independent contractors, and contractual general liability insurance shall equal or exceed \$200,000.00 each person, bodily injury, \$500,000.00 each occurrence, bodily injury, and \$500,000.00 aggregate completed operations. Property damage liability shall equal or exceed \$100,000.00 each accident, \$100,000.00 aggregate. The **CONTRACTOR** agrees to maintain such completed operations coverage as is required in this section for a period of one (1) year from the date of acceptance of the **WORK** by **OWNER** or at the date of the final amounts owed the **CONTRACTOR** by the **OWNER**, whichever occurs first.
- d. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE:** The **CONTRACTOR** agrees to carry a Comprehensive Automobile Liability Policy providing bodily injury liability coverage on an occurrence basis, and providing property damage liability coverage on an accident basis. This Policy shall protect the **CONTRACTOR** against all liability arising out of the use of automobiles, including private, passenger, and commercial, regardless of whether such vehicles shall be owned by the **CONTRACTOR**, owned by others or be hired. Limits of liability for Comprehensive Automobile Liability Insurance shall equal or exceed \$200,000.00 each person, bodily injury; \$500,000.00 each occurrence, bodily injury; and \$50,000.00 each accident, property damage.

- e. **OWNER'S PROTECTIVE LIABILITY INSURANCE:** The **CONTRACTOR** shall at his expense provide Owners Protective Liability policies issued in the name of the **OWNER** covering its liability for operation of the **CONTRACTOR**. This policy shall provide limits of liability in the minimum amount of \$200,000.00 each person; \$500,000.00 each accident, bodily injury; and \$100,000.00 each accident, property damage.
 - f. To the fullest extent permitted by law, the **CONTRACTOR** shall indemnify and hold harmless the **OWNER**, and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance of the **WORK**.
9. **ACCEPTANCE OF WORK:**
- a. The Owner will be deemed to have accepted the Work after the Owner agrees in writing, the work is completed. In the event Work furnished under the Agreement is found to be defective or does not conform to the intent of the Agreement, the Contractor shall correct the deficiency before the publication date. Failure on the part of the Contractor to properly correct the deficiencies within the time period allowed, will constitute the Owner's right to cancel the Agreement immediately, upon written notice to the Contractor.
10. **CORRECTION OF WORK:**
- a. The Contractor shall promptly correct all Work rejected by the Owner as faulty, defective or failing to conform to the Agreement, whether observed before or after completion of the Work. The Contractor shall bear all costs of correcting such rejected Work.
11. **TIME IS OF THE ESSENCE:**
- a. The Owner and Contractor agree that time is of the essence in the performance of Work called for under this Agreement. The Contractor agrees that all work will be accomplish regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.
12. **SAFETY MEASURES:**
- a. The Contractor shall take all necessary precautions for the safety of the Owner's and Contractor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. Where necessary, the Contractor shall post signs warning against hazards in and around the Work site.
13. **EXTRA WORK AND ASSOCIATED COSTS:**
- a. **Changes in the Work:** The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revision, the Agreement price and time for execution of the Work being adjusted accordingly.
 - b. All such changes in the Work shall be authorized by a written Amendment to the Agreement or a separate Change Order, or Purchase Order, and shall be executed under the applicable conditions of the Agreement.

14. **FAMILIARITY WITH THE WORK:**

- a. The Contractor, by executing this Agreement, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Owner will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the Agreement by the Contractor serves as his stated commitment to fulfill all requirements and conditions referred to in this Agreement.

15. **CONTRACTOR LIABILITY:**

- a. Nothing in this Agreement shall be construed to mean that the Contractor assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the Contractor.

16. **MISCELLANEOUS PROVISIONS:**

- a. The Contractor shall not employ Subcontractors without the express written permission of the Owner.
- b. The Contractor shall not assign the Agreement or sublet it as a whole without the express written permission of the Owner. The Contractor shall not assign any payment due them hereunder, without the express written permission of Owner. The Owner may assign the contract, or sublet it as a whole, without the consent of the Contractor.
- c. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor.
- d. The Contractor is to procure all permits, licenses, and certificates, or any approvals, of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this Agreement.
- e. The Contractor shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the Owner, or remove to a waste site as directed by the Owner. If the Contractor fails to clean up the Work site, the Owner will complete the task and charge the Contractor for such services.
- f. This Agreement is considered a non-exclusive Agreement between the parties.
- g. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.
- h. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.
- i. This Agreement, contains all terms and conditions agreed upon by the Owner and Contractor. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- j. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

BY: _____
TIMOTHY M. KANT, Mayor

ATTEST: _____
LISA A. HANKS, City Clerk

(Name of Contractor)

ATTEST: _____

BY: _____
(Contractor's Representative)

ITS: _____
(Representative's Title)

GENERAL CONTRACTOR'S LICENSE NUMBER: _____

**CONTRACTOR'S STATE OF ALABAMA
FOREIGN VENDOR REGISTRATION
NUMBER (Required of out-of-state-vendors):** _____

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that
_____, as _____ respectively, of
_____, whose name is signed to the foregoing document and who
are known to me, acknowledged before me on this day, that, being informed of the contents of the
document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, _____.

NOTARY PUBLIC

_____/_____/_____
MY COMMISSION EXPIRES

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that TIMOTHY M. KANT as Mayor of the City of Fairhope and LISA A. HANKS as City Clerk whose names are signed to the foregoing document and who are known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the date the same bears date.

Given under my hand and Notaries Seal on this ____ day of _____, _____.

NOTARY PUBLIC

_____/_____/_____
MY COMMISSION EXPIRES:

ITEM VI

PERFORMANCE BOND

KNOW ALL MEN: That we _____

(Insert here the name & address of legal title of the Contractor)

hereinafter called the Principal, and

and

and

WAIVED

hereinafter called the Surety or Sureties, are held and firmly bound unto The City of Fairhope of Baldwin County, a political subdivision of and Body Corporate in the State of Alabama, hereinafter called the Owner in the sum of _____

_____ Dollars

(\$ _____) for the payment whereof the Principal and the Surety or Sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

For purposes of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, the Principal has, by means of a written agreement, dated _____

Entered into a contract with the Owner for:

Bid Number 009-10, CITY SKETCHES PRINTING 2010

Which agreement is by reference made a part hereof,

NOW THEREFORE, The conditions of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good for any such default thence this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, HOWEVER, that no suit, action or proceedings, by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further, that the said surety or sureties, for value received hereby stipulate and agree that no change, extension of time, or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

Signed and Sealed this _____ day of _____, 20_____.

(Individual principals sign here)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

In the presence of:

_____ (SEAL)
(Corporate Principal Sign Here)

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

COUNTERSIGNED:

ITEM VII

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

as Principal, and _____ as Surety, are held and firmly bound unto said THE City of Fairhope of Baldwin County, a political subdivision of and body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally. Finally by these presents.

For purpose of establishing the value of this Bond, the value of this Contract shall be _____.

WHEREAS, said principal has entered into a certain Contract with said Obligee, dated _____, 20____. (Hereinafter called the Contract) for **Bid Number 009-10, CITY SKETCHES PRINTING 2010**, which Contract and the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH THAT if the said Principal and all subcontractors to whom any portion of the work in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees incurred by the successful claimant or plaintiffs in suits or claims against the contractor arising out of or in connection with the said contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right to action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any County in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

- (b) The Principal and Surety hereby designate and appoint TIMOTHY M. KANT, Mayor of the City of Fairhope, Baldwin County, State of Alabama, or his successor or representative as the agent of each of them to receive and accept services of process or other pleading issued, or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.
- (c) The Surety shall not be liable hereunder for any damages or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action of proceeding thereon that is instituted later than one year after the final settlement of said contract.
- (e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to further provide for Bonds and Contractors on State and other public works and suits thereon".

WAIVED

SIGNED, SEALED AND DELIVERED THIS _____ day of _____ 20 _____.

(Individual Principals sign here)

_____ (SEAL)

By: _____ (SEAL)

In the Presence Of:

Corporate Principal sign here

ATTEST:

BY: _____
(Surety Sign Here)

WITNESS:

BY: _____

INSTRUCTIONS

1. The full name (given, initial, surname) and residence of each individual party to the Bond must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite that they are the partners composing the partnership (to be named) and all partners must execute the Bond as individuals.
3. The State of Incorporation of each corporate party to bond must be inserted in the first paragraph and the Bond must be executed under the Corporate Seal of each party attested by its Secretary or other appropriate Officer.
4. The date of the Bond must not be prior to the date of the Contract.

ITEM VIII

CERTIFICATE OF CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE

FORM FOR CERTIFICATE OF CONTRACTORS AND SUBCONTRACTORS
INSURANCE TO CITY OF FAIRHOPE OF BALDWIN COUNTY, ALABAMA

Date _____

This is to certify that the policies designated below have been issued by the _____
_____ and are in force on the date
borne by this certificate.

1. Location and designation of project:

2. Name and address of insured for whom this certificate is issued:

3. Type of Insurance

Limits of Liability

(a) WORKMEN'S COMPENSATION:

(policy number)	(exp. Date) (one person)	(coverage) (one accident)	(aggregate)
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(b) CONTRACTOR'S PUBLIC LIABILITY:

1. Bodily Injury

(each person)	(each occurrence)	(total coverage)
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2. PROPERTY DAMAGE:

(each accident)	(aggregate)
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VIII-1

(c) AUTOMOBILE (Motor Vehicle):

1. Bodily Injury:

(Each Person) (Each Occurrence) (Total Coverage)

2. Property Damage:

(Each Accident) (Aggregate)

(Each Occurrence) (Each Occurrence)
(Bodily Injury) (Property Damage)

SEE ATTACHED
(d) OWNER'S PROTECTIVE LIABILITY

Such insurance as is afforded by the above policies covers the operations undertaken by the insured with respect to the construction of the project above designated. The insurance afforded by the above designated policies, specimen copies of which have been filed with the City of Fairhope of Baldwin County, Alabama, and to each of which is attached for following endorsement.

The insurer agrees with the insured as follows:

1. That it will furnish to said City of Fairhope of Baldwin County a certificate of insurance in triplicate on a form approved for such purposes by said City of Fairhope, setting forth the pertinent information regarding the policy to which this endorsement is attached, for each project of said City of Fairhope to which the policy applies.
2. That it will attach to each said certificate of insurance executed copies of any endorsement other than this endorsement which are attached to said policy at the time said policy is issued, provided only that said endorsements affect the coverage of said policy in respect of operations involved in the construction of the projects of said City of Fairhope to which the policy applies.
3. That it will mail to the City of Fairhope of Baldwin County Alabama, three executed copies of each endorsement subsequently issued to become a part of said policy provided only that endorsement affects the coverages of said policy in respect of operations involved in the construction of the project of said City of Fairhope which the policy applies, and provided further that such endorsement shall not be effective unless such notice is given to the City of Fairhope at the same time that notice thereof is given to the insured.

4. That it will mail to the City of Fairhope of Baldwin County, Alabama, at least ten days before the effective date thereof notice of cancellation of said policy, provided no cancellation shall be effective unless such notice is given to the County.

SEE ATTACHED

BY: _____ Insurer
_____ Authorized Representative

ITEM IX
SCOPE OF WORK & SPECIFICATIONS
Bid Number 009-10
CITY SKETCHES PRINTING 2010

SCOPE OF WORK

Service

1. This bid is to establish a unit price for the turnkey printing and mailing of the City Sketches magazine, for the City of Fairhope on an as needed basis.
2. The Owner will furnish:
 - A. Copy and photographs in PDF file format
 - B. Mailing list
3. The Contractor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:
 - A. Print collate, and bind City Sketches magazine from supplied PDF file (including copy and photographs).
 - B. Mail City Sketches magazine to designated destinations from supplied mailing list
 - C. Deliver all extra copies to the City of Fairhope

SPECIFICATIONS

Printing

1. Standard magazine will be sixteen (16) pages, 8 ½” x 11”, four (4) color, with photographs, issued three (3) times per calendar year
2. A two (2) week turn around period is required from time the Contractor receives the publication from the graphic artist, this includes proofing time.
3. Magazine will be printed on 80 lb. gloss paper
4. Approximate number of printed copies will be nine thousand (9,000)

Mailing

1. Issue months will be September 2010, January 2011, May 2011
2. Contractor must mail the magazine at least 3 days before the current issue month, specifically, no later than:
August 30th -- for the September 2010 issue
December 27th-- for the January 2011 issue
April 25th -- for the May 2011 issue
3. Mailing service will include sorting, labeling, postage and **delivery to Fairhope Post Office**, cost of mailing will be included by Contractor in invoice
4. Contractor will deliver all extra copies to the City of Fairhope, 1 Bayou Drive, Fairhope, Alabama 36633, before the 1st of the month of the current issue

Billing

1. Before beginning a job, Owner will issue a Purchase Order to Contractor.
2. In acknowledgment of completion of the Purchase Order, Contractor will also submit to Owner for signature, a **service ticket showing the Purchase Order Number**.
3. Following completion of the Purchase Order, Contractor will submit an invoice to:

City of Fairhope
Accounts Payable Department
P.O. Drawer 429
Fairhope, AL 36533

4. Each invoice will show the Bid Number, Contract Name and **Purchase Order Number**.

Insurance

Contractor shall procure and maintain insurance as described above for the life of this contract. Proof of this insurance will be submitted as part of the contract package at time of initial contract award.

Winning Bidder

The City of Fairhope reserves the right to disqualify any bidder based on the bidder's inability to comply with any qualification or requirement described in this contract.

The following terms also apply:

1. All work to be done in a neat and professional manner.
2. All applicable licenses or permit fees to be acquired and paid by CONTRACTOR.
3. CONTRACTOR to provide all necessary services and materials unless stated otherwise above.
4. CONTRACTOR to comply with all laws, codes, and regulations, including safety, fire, health, environmental and insurance.
5. CONTRACTOR to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.
6. The CONTRACTOR will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the CONTRACTOR resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the Contractor's insurance.

7. Written change proposals shall be provided to the Owner by the CONTRACTOR for any modification of the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs if any. The Owner will approve and return a copy of the proposal prior to any change implementation.
8. All salvageable material remains property of City of Fairhope, and to be delivered by CONTRACTOR to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, AL.

END OF SPECIFICATIONS