

CONTRACT DOCUMENTS
FOR
ANIMAL SHELTER SERVICES

FOR
CITY OF TUSCALOOSA
CITY OF NORTHPORT
TUSCALOOSA COUNTY

(A18-0753)

(2018)

TABLE OF CONTENTS

SECTION TITLE	PAGE
TITLE PAGE	1
TABLE OF CONTENTS	2
NOTICE TO BIDDERS	3
ADVERTISEMENT FOR BIDS	4-5
INSTRUCTION TO BIDDERS	6
Intention	6
Definitions	6
Services to be Provided	6
Blanks	6
Bids Opened in Public	7
Right to Reject Bids	7
Awarding of Contract	7
Bids	7
Bonds and Insurance	7
Return of Checks	8
Qualifications of Bidder	8
Determination of Contract Award	8
Examination of Contract Documents	9
Interpretation of Documents	9
PROPOSAL	10-16
CONTRACT AGREEMENT	17-30
PERFORMANCE BOND	31-32

SECTION ONE

NOTICE TO BIDDERS

(2018)

The City of Tuscaloosa, the City of Northport and Tuscaloosa County have entered into an agreement to jointly purchase services for the operation and maintenance of an animal shelter for each government and its citizens pursuant to Ala. Code §41-16-50 (1975) and are now desirous of receiving competitive bids for said animal shelter services. The governing bodies will have a contract with the successful bidder. It is the sole responsibility of each government to enter into the contract by proper authorization and to comply with the terms thereof, including payment for its share of the bid.

The City of Tuscaloosa shall act as the joint purchasing agent for the governing bodies and shall award the bid; however, the bid award must be approved by each of the governing bodies within fourteen (14) days. The failure of each of the governing bodies to approve the bid shall act as a rejection of the bid.

Compensation will be paid to the successful bidder on a monthly basis, on or before the 10th day of each month, in an amount equal to the following percentage of the bid:

City of Tuscaloosa -	53%
City of Northport -	10%
Tuscaloosa County -	37%

The work required in this contract consists basically of the following:

The operation and maintenance of an animal shelter for the City of Tuscaloosa, the City of Northport and Tuscaloosa County and its citizens for a three (3) year period beginning October 1, 2018. The Contractor will administer and manage the shelter and will staff the shelter with adequately trained personnel and will provide all equipment, food, water, necessary medical care and other incidentals necessary to carry out the functions in accordance with each government's contract. The animal shelter to be located at 3140 35th Street, Tuscaloosa, Alabama and owned by the governing bodies.

(CONTRACTOR TO FURNISH)

- A. All labor as follows: See attached contracts.

- B. All equipment as follows: See attached contracts.

SECTION TWO
ADVERTISEMENT FOR BIDS

(2018)

Sealed bids will be received by the City of Tuscaloosa, the City of Northport and Tuscaloosa County, in the City of Tuscaloosa Purchasing Office until Friday the 17th day of August, 2018, at 10:00 o'clock, a.m., local time, and then publicly opened and read in the Council Chamber of City Hall, for the furnishing of all work, services and equipment for the operation and maintenance of an animal shelter according to the contract documents.

A pre-bid conference will be held in the Sister Cities Conference Room of City Hall locate at 2201 University Boulevard, Tuscaloosa, Alabama on Monday, the 30th day of July, 2018 at 9:00 a.m.

The general character of said services consists of the following:

The operation and maintenance of an Animal Shelter for the City of Tuscaloosa, the City of Northport and Tuscaloosa County and its citizens for a three (3) year period beginning October 1, 2018 in accordance with the contract documents. The animal shelter to be located at 3140 35th Street, Tuscaloosa, Alabama and owned by the governing bodies.

THE BID BOND ACCOMPANYING THE BID, AS WELL AS ALL OTHER BONDS AND INSURANCE CERTIFICATES, SHALL BE MADE BY A SURETY COMPANY OR INSURANCE COMPANY DOING BUSINESS BY AGENT IN TUSCALOOSA COUNTY.

Contract documents are open to public inspection at the Office of the City of Tuscaloosa Purchasing Department, located in the City of Tuscaloosa Finance Department across from 2nd floor of City Hall Annex, Tuscaloosa, Alabama.

Each bidder must submit with his bid a certified check or bid bond in an amount equal to five (5) percent of the total bid amount but not to exceed \$10,000, the Payee of such check or Obligee of such bond shall be the City of Tuscaloosa, Alabama.

No bid may be withdrawn for a period of thirty (30) days after the scheduled time for opening bids. The successful bidder will be required to furnish, in a form satisfactory to the City of Tuscaloosa, within ten (10) days' notice of the award of its contract:

- a) A Performance Bond to the Owner for one hundred (100) percent of the contract price.
- b) Proof of all insurance required in the contract documents.

The City reserves the right to reject any and all bids and to waive any informality.

CITY OF TUSCALOOSA

BY: _____
WALTER MADDOX, MAYOR

SECTION THREE

INSTRUCTION TO BIDDERS (2018)

1. **Intention:** The Instruction to Bidders, Contract Agreement, any modifications to Contract Agreement and Bid and Proposal shall cover the complete work and services to which they relate.

2. **Definitions:** Where the following words, or the pronouns used in their stead, occur herein, they shall have the following meaning:

"Owner" shall mean the City of Tuscaloosa, Alabama, the City of Northport, Alabama and Tuscaloosa County or its authorized and legal representatives.

"Contractor" shall mean the party of the first part to the services agreement or the legally authorized representatives of such party.

"Project" shall mean the work, services and equipment to be furnished by Contractor that is the subject of the bid and contract.

"Contract" or "Contract Documents" shall mean and include the following: the Notice to Bidders, the Advertisement for Bids, Addenda (if issued), the Instructions to Bidders, Contractor to furnish, the Proposal, Supplemental and Special Conditions (if attached), the contract agreement of the City of Tuscaloosa, the contract agreement of the City of Northport and the contract agreement of Tuscaloosa County and any modifications if made, together with the Performance bond and insurance requirements and certificates.

"Gender": a word importing one gender shall if appropriate extend to and be applied to the other gender. The masculine shall include the feminine and vice versa, unless the context clearly indicates otherwise.

"Singular/Plural": the singular shall include the plural and vice versa, unless the context clearly indicates otherwise.

3. **Services to be Provided:** The City contemplates the services to be provided to consist of generally:

The operation and maintenance of an animal shelter for the City of Tuscaloosa, the City of Northport and Tuscaloosa County and its citizens. The animal shelter is to be located at 3140 35th Street and owned by the governing bodies.

as may be more particularly shown in the contract documents.

4. **Blanks:** All bids must be made upon the blanks hereunto annexed and shall state the amount bid for each item as shown for which the bid is submitted.

5. **Bids Opened in Public:** Bidders are invited to be present at the opening of proposals, which will be in public.

6. **Right to Reject Bids:** The City reserves the right to reject any or all bids and/or to waive informalities. No bids will be received after time set for opening proposals. Any unauthorized conditions, limitations or provisos attached to the proposal, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

7. **Awarding of Contract:** Any award made will be to the lowest responsible, responsive bidder meeting Bid specifications. It is the sole responsibility of each government to award and enter into the contract with proper authorization and to comply with the terms thereof, including payment of its share of the bid. Compensation will be paid to the successful bidder on a monthly basis, on or before the 10th day of each month, in an amount equal to the following percentage of the bid: City of Tuscaloosa – 53%; City of Northport – 10% and Tuscaloosa County – 37%.

8. **Bids:** The bids are to be enclosed in a sealed envelope addressed to the City of Tuscaloosa, P. O. Box 2089, Tuscaloosa, Alabama 35403-2089 and marked as referenced on page 1, the Title Page, including "BID ENCLOSED" and "Attention Purchasing Agent".

9. **Bonds and Insurance:** Each bid must be accompanied by a certified check drawn to the order of the City of Tuscaloosa, or by a bid bond with good and sufficient surety with obligation to the City of Tuscaloosa, for an amount equal to five (5) percent of the amount of the bid but not to exceed \$10,000, to guarantee that the successful bidder shall within ten (10) days from the date of notice of award of the bid or contract, enter in a contract with the City of Tuscaloosa for the services for which said bid was submitted; before commencing said services, execute a performance bond with good and sufficient surety payable to the City of Tuscaloosa, with penalty equal to 100 percent of the amount of the contract price.

Adequate Workmen's Compensation Insurance if applicable, and other insurance as required by the contract documents.

THE BID BOND ACCOMPANYING THE BID, AS WELL AS ALL OTHER BONDS AND INSURANCE CERTIFICATES, SHALL BE MADE BY A SURETY COMPANY OR INSURANCE COMPANY DOING BUSINESS BY AGENT IN TUSCALOOSA COUNTY.

The surety on the above bonds shall be a surety company authorized to do business in Alabama and engaged in doing business in Tuscaloosa County. Said bond and surety shall be subject to the approval of the City Attorney or his designated representative.

10. **Return of Checks:** The City will, within ten (10) days following the opening of bids, return the certified check or bid bond of all bidders, except the checks or bonds posted by the three lowest bidders and upon the final award and execution of contract the remaining checks or bonds shall be promptly returned. No interest will be paid by the City upon return of bid bonds or checks.

11. **Qualifications of Bidder:** The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and complete the work contemplated therein.

Where the Owner elects to prequalify contractors prior to bidding, it shall be understood that such prequalification may be general in nature and shall not limit the Owner's right to make additional investigations and to reject any Proposal if the Bidder fails to satisfy the Owner that the Bidder is properly qualified.

Joint ventures shall not be considered acceptable bids.

12. **Determination of Contract Award:** In determining the bidder to whom the contract may be awarded, the City reserves the right:

- A. To select the type or types of items, materials, etc., best suited to its needs.
- B. To determine the lowest responsible bidder by taking into consideration, in addition to all things authorized by statute or case law but not limited to the following information:
 - 1) A current and last two (2) years financial statement of the bidder;
 - 2) An accurate inventory of equipment to be used for the services;
 - 3) A list of key personnel to be used for the services and detailed histories of their experience;
 - 4) A list of similar work or services performed by the bidder with the same name as the name in the proposal in the last five years;
 - 5) A list of five references familiar with the bidder's ability, experience, skill and integrity;
 - 6) A statement of bidder pertaining to bankruptcies, judgments, liens, claims, defaults, investigations, or litigation within the last five (5) years. This shall also apply to each company officer and the key personnel on the project.

The information required hereinabove shall be furnished by the bidder at the request of the City.

13. Examination of Contract Documents: Before submitting a proposal for the project, the bidders shall carefully examine the Contract Documents, and satisfy themselves as to the nature and demands of the Project. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to conditions to be encountered regarding the character and difficulties of the service to be performed and the equipment to be furnished, and as to the contract requirements and contingencies involved.

14. Interpretation of Documents: If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the proposed contract documents, he may submit to the City of Tuscaloosa a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City of Tuscaloosa will not be responsible for any other explanations or interpretations of the proposed documents.

SECTION FOUR

P-R-O-P-O-S-A-L

(2018)

NOTE TO BIDDER: Use BLACK ink for completing this Proposal form.

PROPOSAL

To: _____
Address: _____
Project Title: _____
Project No.: _____

BIDDER

The name of the Bidder submitting this Proposal is _____
_____ doing business at
_____, _____, _____
_____, _____, _____
Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

Bidder's contact person for additional information on this Proposal:

Name: _____
Telephone: _____

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____, (Bidder shall Insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Proposal(s) includes all impacts resulting from said addenda.

LUMP SUM BID

The Bidder agrees to accept as full payment of the services proposed under this project, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of costs, the following lump sum bid of:

_____ Dollars (\$_____)
(Amount written in words has precedence) per year.

The Bidder understands that each government, if it awards its contract to the bidder, will pay the bidder on a monthly basis, on or before the 10th day of each month, compensation equal to the following percentage of the above lump sum bid:

- City of Tuscaloosa – 53%
- City of Northport – 37%
- Tuscaloosa County – 10%

The Bidder further understands and agrees that it is the sole responsibility of each government to pay said compensation and to award and execute the contract agreement with proper authorization. The City of Tuscaloosa assumes no responsibility of or makes any representation whatsoever for the other governments.

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of the documents in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his prebid investigations.

The Bidder understands and agrees that if a Contract is awarded, the Owner may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the Owner.

The Bidder further declares that he has carefully examined the Contract Documents for the providing of the services and has checked and verified the completeness of the Contract Documents, that he has satisfied himself as to the demands involved, including materials and equipment, and conditions of work and services involved. Bidder further declares that he is fully aware of the fact that the description of the services, as included herein, is brief and is intended only to indicate

the general nature of the services and to identify the said services with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

CONTRACT EXECUTION BONDS, AND EVIDENCE OF INSURANCE

The Bidder agrees that if this Proposal is accepted, he will, within 10 consecutive calendar days after receiving Notice of Award, sign the Contracts in the form annexed hereto, and will at that time, deliver to the Owner the executed contracts, Performance Bond, and evidence of insurance required herein, and will, to the extent of his bid, furnish all the equipment necessary to complete all work and services as specified or indicated in the Contract Documents.

The undersigned further agrees that, in case of failure on his part to execute the said contract and provide all bonds and insurance required by the advertisement to bidders, instruction to bidders, notice to bidders or contract documents within ten (10) consecutive calendar days after written notice is given of the award of the contract to him, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid to the City as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Bidder further agrees that the bid prices stated herein include specific consideration for the insurance coverages specified in the Contract Documents.

START OF SERVICES

The Bidder further agrees to provide the work and services beginning on October 1, 2018 and to fully provide the work and services, in all respects, in accordance with the contract documents.

LIQUIDATED DAMAGES AND ACTUAL DAMAGES

In the event the Bidder is awarded a Contract and shall fail to commence the work and services within the time limit or extended time limit agreed upon, liquidated damages and actual damages shall be paid to the Owner at the following rates:

In the event the Bidder fails to commence the work and services in all respects within the consecutive calendar days as set forth in the contract documents, liquidated damages shall be paid to the Owner at a rate of \$500.00 per day until the work and services are commenced in all respects. Additionally, actual damages shall be paid to the Owner for any monies paid by the Owner for alternate services until contract commencement is achieved.

Liquidated and actual damages for failing to meet commencement of services date shall be cumulative.

The Owner shall not waive any other rights by collecting such liquidated damages and actual damages or waiving same.

The amounts of such liquidated damages and actual damages incurred by reason of failure to commence the work and services stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the Owner. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The Owner shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the Contractor or Surety.

SALES AND USE TAXES

Sales taxes, use taxes, and other applicable taxes shall be paid by the Contractor.

SURETY

If the Bidder is awarded a service contract on this Proposal, the Surety who provides the Performance Bond will be:

_____ whose
address is _____, _____, _____, _____
Street City State Zip

If Sole Proprietor or Partnership:

IN WITNESS WHEREOF the undersigned has set his (its) hand this _____ day
of _____, 2018.

Signature of Bidder

Title

If Corporation:

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2018.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Secretary

* * * * *

The Bidder further proposes and agrees hereby to commence service under his contract on October 1, 2018 and to fully provide the services as specified in the contract documents.

The undersigned further agrees that, in case of failure on his part to execute the said contract and all bonds required by the advertisement to bidders, instruction to bidders, notice to bidders or contract documents within ten (10) consecutive calendar days after written notice is given of the award of the contract to him, the check or bid bond accompanying this bid, and the monies payable thereon, shall be paid to the Owner as liquidated damages for such failure; otherwise, the check or bid bond accompanying this bid shall be returned to the undersigned.

Attached hereto is a (Bid Bond) or (Check) for the sum of _____
_____ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this _____ day of _____, 2018.

BY: _____

Title

(NOTE) If the Bidder is a corporation, the proposal shall be signed by an officer of the corporation; if a partnership it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and residences of persons or parties interested in the foregoing bid, as principals, are as follows:

The name and address of the bidder to whom all notices and other communications may be mailed or delivered as provided herein:

BIDDER

ADDRESS

STATE OF ALABAMA)
)
COUNTY OF TUSCALOOSA)

**SERVICE CONTRACT AGREEMENT BETWEEN THE CITY OF TUSCALOOSA,
THE CITY OF NORTHPORT, TUSCALOOSA COUNTY, ALABAMA
AND METRO ANIMAL SHELTER, INC.**

THIS AGREEMENT, made and entered into on this the 1st day of October , 2018, for three (3) years, by and between _____, hereinafter sometimes called the "Contractor" as party of the first part and the City of Tuscaloosa, Alabama, a Municipal Corporation, the City of Northport, a Municipal Corporation, and Tuscaloosa County, a Political Subdivision of the State of Alabama, hereinafter sometimes called the "governing bodies," as party of the second part.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the City of Tuscaloosa, City of Northport and Tuscaloosa County have entered into an agreement to jointly purchase services for the operation and maintenance of an animal shelter for each government and its citizens pursuant to Ala. Code §41-16-50 (1975); and

WHEREAS, pursuant to Ala. Code §3-7(A)-7 (1975), and Ala. Code §11-47-110 (1975), the governing bodies are granted the power to regulate animals and to provide for the impounding thereof; and,

WHEREAS, the Contractor has proposed, for a certain consideration hereinafter set out, to operate an animal shelter in Tuscaloosa County for the governing bodies, and to perform all of the duties attendant with the operation of an animal shelter as provided herein.

WHEREAS, compensation will be paid to the Contractor on a monthly basis, on or before the 10th day of each month, in an amount equal to the following percentage of the contract price:

City of Tuscaloosa -	53%
City of Northport -	37%
Tuscaloosa County -	10%

NOW, THEREFORE, the parties agree as follows:

Services to be Provided

A. The Contractor agrees to operate as an independent contractor an animal shelter at a facility owned by the governing bodies located at 3140 35th Street. The Contractor further agrees to administer and manage the shelter and will staff the shelter with adequately trained and certified personnel and will provide all equipment and other incidentals necessary to fulfill the contract requirements. The Contractor will further keep the shelter in a clean and sanitary condition and comply with all Health Department requirements. The Contractor agrees to provide the following services at the animal shelter facility:

1. The Contractor shall follow the guidelines for the operation of an Animal Shelter adopted by the Humane Society of the United States (HSUS) and as amended.
2. The Contractor shall provide euthanasia services which shall be in accordance with current law and accepted principals and techniques, in order to promote humane treatment of animals, prevent suffering, prevent spread of disease among previously healthy animals, and to prevent human injury. The method of euthanasia shall be by injection.
3. No animal shall be placed in a cage that is too small for the animal to easily stand up and turn around.
4. Only one animal shall be placed in a cage with the exception of litter mates, which may be caged together and may be placed with the mother.
5. The Contractor agrees to receive animals of the governing bodies as brought to the shelter by the Animal Control Officers, local veterinarians, and Citizens of the City of Tuscaloosa, City of Northport and Tuscaloosa County; to provide and pay for adequate food, water and all basic medical care for shelters including euthanasia services; once an animal is received by the Contractor and/or its designated licensed veterinarian; to provide the disposal of dead animals and animal waste in accordance with all federal, state and local laws and regulations. In the event that shelter cages are at capacity and there is no room to receive additional animals from citizens the Contractor may temporarily suspend receiving cats and/or dogs from citizens by notifying the Animal Shelter Advisory Committee.
6. The Contractor further agrees to have on call an adequately trained employee or a licensed veterinarian to promptly provide all necessary medical care for injured animals brought to the shelter after normal

business hours. The Contractor shall provide all animal control officers with the "on call" schedule and notify animal control of any changes in the schedule.

7. The Contractor shall provide transportation to the shelter of injured or dead animals from a licensed veterinarian in the City of Tuscaloosa, the City of Northport, and Tuscaloosa County, that have been delivered to the veterinarian by animal control officers or by a citizen of the City of Tuscaloosa, the City of Northport or Tuscaloosa County. The Contractor will not call upon animal control officers to provide this service. The Contractor may charge a fee for this service to be approved by the Animal Shelter Advisory Committee.
8. The Contractor shall utilize facilities for the storage of dead animals and shall transport dead animals to the disposal site.
9. The Contractor shall train its personnel to direct calls from the public to the appropriate agency and direct all calls for animal control officers to the animal control dispatch and not contact animal control officers directly by telephone, beeper or cellular phone unless approved by an animal control supervisor.
10. Shelter personnel shall not publicly criticize their contract or advise the public on how to avoid compliance with animal control ordinances.
11. At the request of an animal control officer, the Shelter will place a "Call Tag" on the animal and contact animal control dispatch that an animal with a "Call Tag" has been released.
12. The Contractor shall provide testing of cats considered for adoption for Feline Leukemia and Feline AIDS and testing of dogs considered for adoption for heartworms.
13. The Shelter shall inoculate animals prior to adoption for vaccinations that are appropriate for the age of the animals. These vaccinations shall not include rabies.
14. All animals redeemed from the Shelter or adopted will be equipped with a collar displaying the vaccination tag or satisfactory proof of vaccination. A coupon for rabies vaccination that may be redeemed by a local veterinarian may be purchased for those animals that do not have a rabies tag displayed or other satisfactory proof of vaccination. An animal must be equipped with a collar before being redeemed by the owner. The Shelter may provide a collar and charge the owners as part of the cost of redemption or the owners may supply their own collar. Collars shall be equipped with a tag or label that gives the owner's information.

15. The Contractor shall provide an animal hotline which will be checked regularly by the Shelter staff for the purposes of providing owners with lost animals an after hours telephone to supply information concerning lost animals to the Shelter.
16. The Contractor shall have a majority of administrative operations computerized and agrees to provide the governing bodies access to said computerized information.
17. The Contractor shall comply with Act No. 2004-252 codified at Ala. Code §32-29-130 to 135 (1975) and as amended regarding euthanasia services.
18. The Contractor shall comply with all Federal, State and local laws and regulations for the operation of an animal shelter.

B. The Contractor agrees to comply with the reasonable directions of the governing bodies as to the fixing of fees and charges to members of the public and veterinarians in connection with carrying out its duties in accordance with state and local law and the provisions of this agreement. A daily fee plus the actual cost of any veterinary care may be charged to law enforcement, animal control, prosecuting authorities or courts who place a hold on an animal to be kept at the shelter beyond 7 days. Prior to such charges becoming effective, a copy of all such charges shall be submitted to the Animal Shelter Advisory Committee for approval. All fees and charges received by the Contractor shall be the sole property of the Contractor. However, all fines collected for violation of its ordinances shall be the sole property of the governing bodies.

C. The conditions, agreements and covenants which the Contractor agrees to in occupying the animal shelter facility owned by the governing bodies are as follows:

1. **Maintenance of Buildings:** Any and all buildings, improvements, and fences, now or in the future constructed upon said property shall be maintained and kept in good repair. Contractor shall keep the same in such repair as is required for the normal use of a building and grounds as an animal shelter in compliance with all applicable laws and regulations in the City of Tuscaloosa, or the State of Alabama, normal wear and tear accepted.
2. **Repairs and Maintenance:** The Contractor shall notify the City immediately of any fixture that is not working properly during the contract period. Such fixtures to include HVAC System, alarm system, plumbing, gas, and electrical systems, roof, floors, walls, doors, windows and cabinets. The governing body shall be responsible for repairing and maintaining fixtures provided that the repair is due to normal wear and

tear of the facility. Contractor shall be responsible for the cost of all repairs to fixtures that are due to excess wear and tear, accident, negligent, or intentional damage. The contractor shall notify the Animal Shelter Advisory Committee concerning repairs. The building shall remain open and accessible for inspection and repair by the governing bodies. Contractor agrees to abide by the recommendations of the Animal Shelter Advisory Committee concerning maintenance of the animal shelter facility. The cost of routine servicing of fixtures including plumbing drains and kennel drains shall be the responsibility of the contractor.

3. **Liability for Premises:** It is further understood and agreed by and between the parties that the governing bodies shall not be liable for any damage, injury or death to any person, animal or property which may occur at the facility or from rain, wind or other cause, which may arise out of and during the course of the operation of the animal shelter. The contractor shall be solely liable for the same and shall hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, loss, costs, damages or expenses caused by alleged or actual injuries to persons, animals or property while, on or about said premises.
4. **Insurance:** Contractor shall in addition to the insurance required in paragraph J of this contract maintain adequate insurance to insure the contents of the animal shelter and submit proof of coverage to the Animal Shelter Advisory Committee prior to the effective date of this contract. The governing bodies shall maintain adequate insurance for the structure and fixtures.
5. **Improvements:** No improvements shall be made to the animal shelter facility unless written approval is obtained from the Animal Shelter Advisory Committee. All improvements constructed on the property by the Contractor shall become the property of the governing bodies upon being attached to the property.
6. **Assignment:** The Contractor shall not assign or in any manner transfer its rights or interest to use the Animal Shelter facility or attempt to sublet said premises or any part or parts thereof without the prior written consent of the governing bodies.
7. **Utilities:** The Contractor shall be responsible for obtaining utility service and for payment of all utilities. Utilities to include, but not limited to power, gas, water, garbage, telephone, Internet, cable TV, radio, satellite, and security monitoring fee.
8. **Grounds:** Grass shall be mowed weekly during growing season and watered regularly in the absence of rain. Shrubbery beds shall be kept

free of weeds and grass and watered in the absence of rain during the growing season and parking lots shall be kept clean and neat.

9. **Security Deposit:** A security deposit for damage to the premises, and clean-up is required in the amount of \$3,000.00. The governing bodies agree to refund the security deposit within three (3) months after the contract expires, provided, the contractor leaves the premises clean and in good order, normal wear and tear accepted. Any cost of clean-up and repair or damage is to be deducted from the security deposit.
10. **Use of Premises:** The premises during the contract term shall be used and occupied solely for the purpose stated in the contract and the contractor shall not use or permit the same to be used for any other purpose or purposes without the prior written consent of the Animal Shelter Advisory Committee.
11. **Damage or Loss of Property:** The governing bodies shall not be liable for any loss of any property of the contractor from said premises or for any damage to any property of contractor.

D. The Contractor agrees to act under this agreement as an independent contractor for the governing bodies and to perform all of the administrative duties relating to the operation of the animal shelter. Neither the governing bodies nor its officers, agents or employees shall be liable for damages, claims, actions or causes of actions, brought against the Contractor or for activities of the Contractor. Contractor agrees to hold harmless, defend and indemnify the governing bodies, their officers, agents, and employees from any claims, actions or causes of actions brought against the Contractor or for activities of the Contractor.

E. The Contractor agrees to comply with the following guidelines for holding and releasing animals:

1. All animals will be held for a minimum of seven (7) consecutive calendar days unless the animal is diseased, severely injured, a "Gift Animal", feral or vicious. "Vicious or Feral" defined as: an animal who is so aggressive that the animal cannot be handled or confined safely at the Shelter. "Gift Animals", defined as: Animals brought to the Shelter by an owner, will not be required to be held for seven (7) consecutive calendar days. It will be the discretion of the Shelter whether to keep the animal and place it for adoption or euthanize the animal. An animal that is brought to the Shelter by someone other than the owner is not considered a "Gift Animal". Owners bringing animals to the Shelter must produce a picture ID to verify their name and address.
2. The Shelter shall scan all animals for electronic identification devices and use tag information to contact owners. When an owner has been

contacted, the owner will have up to five days to redeem the animal from the Shelter. If the owner does not redeem the animal after five (5) consecutive calendar days, then the Shelter may place the animal for adoption or euthanize the animal. The Shelter shall document attempts to contact owners. Attempts to contact owners shall include: phone calls, recorded messages, e-mail, and postcards to the last known address.

F. The Contractor represents and warrants that during the term of this agreement, it is authorized by law to receive funding from the governing bodies and such funding will not be in violation of Article IV, Section 94 or amendments thereto of the Constitution of Alabama, 1901, or other constitutional or statutory provisions.

G. The Contractor further warrants that funding from the governing bodies will only be used to perform acts which the governing bodies are otherwise authorized to perform or to fund.

H. The Contractor hereby covenants and agrees that in performing its responsibilities and obligations hereunder, the Contractor nor its agents or employees will not, on the grounds of race, color, sex, religion, national origin, or handicap, discriminate or permit discrimination, against any person or group of persons, in any manner. The Contractor agrees to comply with the Americans with Disabilities Act and further agrees to comply with all applicable laws and ordinances of the City of Tuscaloosa, City of Northport and Tuscaloosa County, and the laws of the State of Alabama, including all Health Department regulations.

I. As an independent contractor, the Contractor hereby covenants with the governing bodies that it will indemnify, defend and hold the governing bodies, their officers, agents and employees harmless for and on account of any claims, suits or judgments arising out of this agreement.

J. The Contractor agrees to and shall at all times carry a minimum of One Million Dollars general liability insurance listing the City of Tuscaloosa, the City of Northport and Tuscaloosa County, Alabama, its officers, agents and employees as additional insureds thereon and furnishing a copy of the Certificate of Insurance to such effect to the governing bodies and to immediately notify the governing bodies of any changes in or modifications to or cancellation of said policy.

K. The Contractor agrees to comply with all laws and regulations pertaining to rabies and pay for all costs associated thereto. The Contractor shall furnish copies of all relevant correspondence to animal control officers who shall then handle all follow-up correspondence with affected citizens.

L. The Contractor will provide receiving services for animals brought by animal control officers on a 24 hours a day, 7 days a week basis, and will provide receiving services for animals brought by citizens of the governing bodies during required business hours, Monday, Tuesday, Thursday, Friday and Saturday, 9:00 a.m.

until 6:00 p.m. Cleaning of cages shall be continuous, 18 hours a day 7 days a week including holidays. The break in continuous cleaning shall be from 10:00 p.m. until 4:00 a.m. Deep cleaning of all cages shall begin at 4:00 a.m. The Shelter may close for Tuscaloosa municipal holidays. The Contractor will furnish and maintain an adequate number of cages to provide for the safe storage of animals brought to the shelter by animal control officers after normal business hours and will provide an employee to periodically check on the safety and health of the animals.

M. The Contractor shall, at the request of the governing bodies, throw open and provide, at a time and place designated by the governing bodies, all books, records, statements and other documents as needed and requested by the governing bodies to demonstrate that services by the Contractor within the City of Tuscaloosa, City of Northport, and Tuscaloosa County, at least equal if not exceed the funding from the respective governing body. The Contractor shall provide a quarterly report showing income and expenses to the governing bodies. Should the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County determine that at any time the Contractor is not providing services at least equal to the pro rata funding provided herein, then the City of Tuscaloosa, the City of Northport and/or Tuscaloosa County may terminate this agreement or renegotiate a supplemental funding formula.

N. Upon termination, the Contractor may be required to refund any funds deemed by the governing bodies to have been expended by the Contractor for purposes not provided for by said contract.

O. Either the City of Tuscaloosa, City of Northport, Tuscaloosa County, or the Contractor may, upon written notice to the other, cancel or rescind this contract, if a material breach is not cured within sixty (60) consecutive calendar days of written notice of the material breach. However, the governing bodies may terminate this contract without notice for public health, safety and welfare or for some other legitimate and lawful reasons. All obligations under the terms of this contract shall cease upon the date of termination of this contract.

P. In consideration of the above covenants, the governing bodies agree to pay as monthly compensation to the Contractor the sum of \$_____ (53% by the City of Tuscaloosa or, \$ _____ 10% by the City of Northport or \$ _____, and 37% by Tuscaloosa County or \$ _____), on or before the tenth day of each month.

COLA Adjustment. The monthly compensation shall automatically increase on October 1, 2019 and October 1, 2020 in an amount equal to the annualized consumer price index (CPI) using the south urban CPI from the U. S. Department of Labor released in July of 2019 and 2020.

Q. The term of this agreement shall commence on October 1, 2018 and shall continue for a period of three (3) years or until terminated as provided herein. The Governing bodies by resolution may eliminate year two and/or year three of the contract by giving notice in writing to the contractor on or before June 1, 2019 to terminate and

eliminate year two and three of the contract and June 1, 2020 to terminate and eliminate year three of the contract. In addition, the governing bodies by resolution may give ninety (90) calendar days' notice to quit for breach of contract after giving written notice from the advisory committee to the contractor of the breach, a reasonable opportunity to cure the breach and the contractor fails to cure the breach after notice.

R. In the event the Contractor fails to commence the work and services in all respects within the consecutive calendar days as set forth herein, liquidated damages shall be paid to the governing bodies at a rate of \$500.00 per day until the work and services are commenced in all respects. Additionally, actual damages shall be paid to the governing bodies for any monies paid by the governing bodies for alternate services until contract commencement is achieved. Liquidated and actual damages for failing to meet commencement of services date shall be cumulative. The governing bodies shall not waive any other rights by collecting such liquidated damages and actual damages or waiving the same. The amounts of such liquidated damages and actual damages incurred by reason of failure to commence the work and services stipulated herein are hereby agreed upon as reasonable estimates of the costs which may be accrued by the governing bodies. It is expressly understood and agreed that these amounts are not to be considered in the nature of penalties, but as damages which have accrued against the Contractor. The governing bodies shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible from the contractor or surety.

S. It is expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision herein contained, shall not affect other remaining and valid covenants or conditions herein. There shall be no third party beneficiaries to this agreement.

MISCELLANEOUS:

Capacity: Each party to this agreement represents and warrants to the other as follows:

1. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.
2. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.
3. That to the extent required, each party has obtained the necessary approval of

its governing body or board and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

4. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.
5. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.
6. That each party represents and warrants to the other that there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.
7. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.
8. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.
9. Each party represents and warrants that the execution and delivery of this agreement and the consummation of the transactions contemplated herein will not conflict with, be in violation of, or constitute (upon notice or lapse of time, or both) a default under the laws of the State of Alabama, any resolution, agreement, or other contract agreement, or instrument to which a party is subject, or any resolution, order, rule, regulation, writ, injunction, decree or judgment of any governmental authority or court having jurisdiction over the party.
10. This agreement constitutes the legal, valid and binding obligation of each party and is enforceable against each party in accordance with its terms, except in so far as the enforceability thereof may be limited by:
 - (a) Bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights
 - (b) General principles of equity, regardless of whether such enforceability is considered as a proceeding at equity or at law.
11. Neither party will enter into any agreement to do anything prohibited in this

agreement or enter into any agreement or take any action which would in any way impair the ability of the other party to faithfully and fully perform its obligations hereunder.

12. Under the provisions of the Constitution and laws of the State of Alabama, each party has the power to consummate the transactions contemplated by this agreement.

Waiver: Non enforcement of any provision of this Agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the Agreement.

Prohibition on Assignment and Delegation: No party to this Agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement, together with any amendments, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this Agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

Force Majeure: Neither party to this Agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.

Captions: The captions of this Agreement are for convenience and reference only, are not a part of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement.

Construction: This Agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Mandatory and Permissive: "Shall", "will", and "agrees" are mandatory; "may" is permissive.

Governing Laws: The laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this Agreement.

Liability of the City , County or Northport Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City of Tuscaloosa or City of Northport or Tuscaloosa County, their officials or employees as set forth herein are subject to the limitations imposed on municipalities by the Constitution and laws of the State of Alabama. No present or future official, officer or employee of the City or County or Northport shall ever be personally liable for the performance of any obligations hereunder.

Non Discrimination: The Contractor agrees that in performing the work and services as required herein under this agreement, not to discriminate against any person on the basis of race color, religion, sex, age or disability. (The Contractor shall fully comply with the Americans with Disabilities Act, the Fair Labor Standards Act and all other applicable laws and regulations).

Fines and Penalties: The Contractor shall be solely liable for any and all fines or penalties which may be levied by any governmental authority against the Owner and/or Contractor which are related to the Contractor's operations. The Owner shall deduct the amount of the levied fine or penalty from the Contract amount.

Agreement Date/Counterparts: The date of this Agreement is intended as and for a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Use of Words and Phrases. The following words and phrases, where used in this document, shall be given the following and respective interpretations: "Herein," "hereby," "hereunder," "hereof," and other equivalent words refer to this document as an entirety and not solely to the particular portion hereof in which any such word is used.

The definitions set forth in any portion of this Agreement unless the text or context indicates differently shall be deemed applicable whether the words defined are herein used in the singular or the plural. Wherever used herein any pronoun or

pronouns shall be deemed to include both singular and plural and to cover all genders.

Severability. Each provision of this agreement shall be considered to be severable and, if for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this agreement that are valid, but this agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

COMPLIANCE WITH IMMIGRATION LAW:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

COMPLIANCE WITH AFFORDABLE HEALTH CARE ACT:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal compliance laws pertaining to the Affordable Health Care Act. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom, to the extent allowed by Federal law.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and date first set forth above.

BY: _____
ITS:

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Jennifer Earp, whose name as Director of Metro Animal Shelter,, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____day of _____, 2018.

Notary Public.

My Commission Expires:_____

**TUSCALOOSA COUNTY, A POLITICAL
SUBDIVISION IN THE STATE OF ALABAMA/
Party of the Second Part**

ATTEST:

BY: _____
**W. Hardy McCollum, Chairman
Tuscaloosa County Commission**

**CITY OF NORTHPORT, A MUNICIPAL
CORPORATION/Party of the Second Part**

ATTEST:

City Administrator

BY: _____
Donna Aaron, Mayor

**CITY OF TUSCALOOSA, A MUNICIPAL
CORPORATION/Party of the Second Part**

ATTEST:

City Clerk

BY: _____
Walter Maddox, Mayor

**PERFORMANCE BONDS
(2018)**

STATE OF ALABAMA)
TUSCALOOSA, COUNTY)

KNOWN ALL MEN BY THESE PRESENTS, that we, _____
_____ as principal and

_____ (hereinafter called the "Surety"), as surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the City of Tuscaloosa, Alabama, (hereinafter called the "City") a municipal corporation existing under and by virtue of the laws of the State of Alabama, for the use and benefit of those entitled thereto, in the penal sum of _____ for the payment of which well and truly be made in lawful money of the United States, we do hereby bind ourselves, our successors and assigns and personal representatives, jointly and severally, firmly by the presents.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the City of Tuscaloosa, the City of Northport and Tuscaloosa County have entered into a certain written contract with said Contractor for the _____ in accordance with contract documents therefore on file in the Office of the _____ at the price of, to-wit:

_____ (\$ _____) as more fully appears in said written contract bearing the date of _____, which contract is hereby referred to and made a part hereof to the same extent as if set out herein in full.

NOW, THEREFORE, if the Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract herein before referred to and shall fully indemnify, defend and hold harmless the said City from all costs and damages whatsoever which it may suffer by reason of any failure on the part of said Contractor so to do, and shall fully reimburse and repay the said City any and all outlay and expense which it may incur in making good any such default, and shall guarantee all workmanship against defects for a period of one year, this obligation or bond shall be null and void, otherwise it shall remain in full force and effect.

And, for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of said agreement or contract or in the work to be performed thereunder or the specifications accompanying the same shall in any wise affect the obligations of the principal or of the surety under this bond, and notice is hereby waived of any such change, extension of time, alternative of or addition to the terms of the agreement or contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers on the ____ day of _____, 2018.

Principal

By: _____
Its: _____

Surety

ATTEST:

By _____
Its: _____
