STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

SUBRECIPIENT FUNDING CONTRACT BETWEEN THE CITY OF TUSCALOOSA AND TUSCALOOSA HOUSING AUTHORITY FOR ROSEDALE COURT PHASE III PROJECT (A13-0777)

THIS AGREEMENT made and entered into on this the 7th day of August, 2014 (the "Effective Date"), by and between the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "City," and TUSCALOOSA HOUSING AUTHORITY, a public agency, hereinafter sometimes referred to as the "SUBRECIPIENT":

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

WHEREAS, the SUBRECIPIENT has requested that the City appropriate funds for its use for the benefit, either directly or indirectly, of the residents of the City; and,

WHEREAS, on July 16, 2013, the City Council of Tuscaloosa appropriated the amount of $1,920,000.00 in Alabama Department of Economic and Community Affairs ("ADECA") Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the Tuscaloosa Housing Authority for the development of one hundred twenty-eight (128) elderly affordable housing units for renter households in the Rosedale Courts Phase III development; and,

WHEREAS, the City desires to have the SUBRECIPIENT perform certain services and, therefore, in consideration of the benefits moving each to the other, it is mutually agreed by and between the City and the SUBRECIPIENT as follows:

I. AUTHORITY

The City of Tuscaloosa has the authority to distribute federal Community Development Block Grant Disaster Recovery funds pursuant to Section 11-81A-1-7, Code of Alabama (1975). The SUBRECIPIENT represents and warrants to the City that it is authorized by law to receive funding from the City and that such funding will not be in violation of Article IV, Section 94, or amendments thereto, of the Constitution of Alabama, 1901, or any other constitutional or statutory provision. The SUBRECIPIENT further warrants that funding from the City will be used to perform public services and/or acts that the City is otherwise authorized to perform itself or to fund.

II. SERVICES

The SUBRECIPIENT shall provide the following services within the Corporate Limits of the City of Tuscaloosa:

In accordance with the approved City of Tuscaloosa CDBG—Disaster Recovery Action Plan as submitted and approved by the Alabama Department of Economic and Community Affairs ("ADECA"), the SUBRECIPIENT will incur construction costs for one hundred twenty-eight elderly (128) affordable housing units for renter households in the Rosedale Court Phase III

Development. The general contractor completing construction work on this project shall have a General Contractor's license issued by the City of Tuscaloosa and shall obtain a building permit from the City as required by the City Planning and Development Services Department. All work completed by contractors shall be in accordance with the International Building Code as adopted by the City of Tuscaloosa.

In this project, the SUBRECIPIENT shall complete the construction of one hundred twenty-eight elderly affordable housing units for renter households for low income residents' rental within the Rosedale Court Phase III Project. The units to be constructed in this project shall be units of affordable rents for eligible households in accordance with HUD guidelines, and shall be completed by the SUBRECIPIENT. For each unit, SUBRECIPIENT must submit, upon request, to the City a report of the rent charged and the annual income of the tenant household for a period of twenty years.

Project Administration

The SUBRECIPIENT will carry out this affordable housing project in compliance with all applicable Federal, State and Local Regulations, including but not limited to all procurement rules and regulations. The SUBRECIPIENT will employ all applicable state, local and federal fair housing laws and regulations.

The program client renting each unit constructed with funds through this funding agreement must qualify as low income as defined by HUD regulations.

Project Marketing

As a part of this project to develop affordable housing in this area of Tuscaloosa, the SUBRECIPIENT will implement a Marketing program to inform and recruit eligible low-income area residents for these affordable housing units. The program will include community meetings, assistance with completing rental applications, credit counseling for individual families, and "case management" assistance for individual households in completing the rental application process.

Housing Counseling and Social Service Assistance

In this project, in addition to the new construction of affordable rental units for low-income residents, the SUBRECIPIENT will include a Housing Counseling and Social Service Assistance component for each participant household.

Thus, the SUBRECIPIENT will administer a mandatory Renter Education Class Series for participant households. The classes will be free to the households. Classes will be instructed by professionals and address such topics as household budgeting, credit counseling and utilizing energy efficiency techniques.

SCHEDULE FOR COMPLETION OF SERVICES

Activity	Time for Completion
Complete construction of the 128 units	March 31, 2016

The construction and rental of one hundred twenty-eight elderly affordable housing units for renter households for low income residents shall be completed in this project.

III. APPROPRIATION

The City will reimburse the SUBRECIPIENT on a monthly basis for actual expenses incurred in the operation of the program, in accordance with the following budget:

OPERATING BUDGET

Total Budget	$1,920,000.00

Once per month, the SUBRECIPIENT will submit a request for payment for actual expenses incurred during the preceding month and will also submit pertinent payroll records, invoices and other information that may be requested by the City.

No later than fifteen days after the end of the sixth month of the contract time period, the SUBRECIPIENT will submit to the City a narrative report of activities undertaken during the preceding six months. No later than fifteen days after the end of the contract time period, the SUBRECIPIENT will submit to the City a final report that provides data concerning the number of persons receiving services during the time period and other necessary data as proscribed by the City.

IV. SEPARATE AGREEMENTS

The City shall be under no obligation to the SUBRECIPIENT for the funds to be provided hereunder except to the extent set out expressly in this Agreement. Provided, however, in the event there is a separate valid written agreement between the City and the SUBRECIPIENT, then this Funding Agreement is supplemental thereto. In the event of a conflict, the terms of the latest written agreement shall prevail.

V. TERM; TERMINATION

This Agreement shall cover services provided by the SUBRECIPIENT during the time period from the Effective Date until the date which is sixty (60) days after the project is fully leased to tenants, or until said Agreement is otherwise terminated. The SUBRECIPIENT and the City further agree that this Agreement may be terminated at any time by either party upon the issuance of a thirty (30) day written notice to the other of intent to terminate the same; provided, however, the City agrees not to terminate this Agreement prior to funding the full amount of the grant unless (i) a default continues to exists after the expiration of the applicable notice and cure periods or (ii) the Community Development Block Grant Disaster Recovery funds to be provided to the SUBRECIPIENT hereunder are no longer available to the City. In the event of termination by either party, the SUBRECIPIENT shall refund to the City an amount equal to the excess of the total amount appropriated over an amount which bears the same ratio to the total amount appropriated as the services actually performed bear to the total services covered by this Agreement.

VI. NON-DISCRIMINATION AND COMPLIANCE

A. ADA Compliance. The SUBRECIPIENT hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the SUBRECIPIENT, its officers, agents or employees will not, on the grounds of race, color, sex, religion, national origin, disability or age, discriminate or permit discrimination against any person or groups of persons in any manner. The SUBRECIPIENT further agrees to comply with all applicable State and Federal ordinances and regulations, including but not limited to, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Civil Rights Act of 1964 and any regulations promulgated there under. The Agency further agrees to appoint an ADA coordinator. Said coordinator will be responsible for ensuring that the SUBRECIPIENT is in compliance with the ADA and will advise the City of Tuscaloosa ADA Coordinator for Services and Programs as to the Agency's state of compliance with the ADA.

B. Section 3 Compliance. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. SUBRECIPIENT agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after SUBRECIPIENT is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR part 135. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Section 109 Compliance. No person in the United States will, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity administered of provided under this

Agreement, pursuant to Section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309).

D. Section 402 Compliance. Contractors and subcontractors shall take affirmative action to employ and advance in employment qualified covered veterans. Disabled veterans, recently separated veterans (veterans within 3 years of their discharge or release from active duty), veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized (referred to as "other protected veterans"), and Armed Forces service medal veterans are covered veterans under VEVRAA, pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA).

1. The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based on their disability or veteran status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The Contractor agrees that all suitable employment openings of the Contractor which exist at the time of the execution of this Contract and those which occur during the performance of this Contract, including those not generated by this Contract and including those occurring at an establishment of the Contractor other than the one wherein the Contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The Contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required. State and local government agencies holding Federal contracts of $10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs 4 and 5.

3. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the Contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

4. The reports required by paragraph 2 of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the Contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C.1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this Contract identifying data for each hiring location copies of the reports submitted until the expiration of one year after final payment under the Contract, during which time these reports and related documentation shall be made available,

upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

5. Whenever the Contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by the contract clause.

6. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.

7. The provisions of paragraphs 2, 3, 4 and 5 of this clause do not apply to openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

8. As used in this clause:

a. "All suitable employment openings" includes, but is not limited to, openings which occur in the following .job categories: production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than $25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part—time employment. It does not include openings which the Contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer—union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

b. "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico and the Virgin Islands.

c. "Openings which the Contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the Contractor proposed to fill from regularly established "recall" lists.

d. "Openings which the Contractor proposes to fill pursuant to customary and traditional employer-union hiring arrangements" means employment openings which the Contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the Contractor and representatives of his employees.

9. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

10. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

11. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

12. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

13. The Contractor will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

E. Copeland Anti-Kickback Act Compliance. Pursuant to The Copeland "Anti-Kickback" Act, 40 USC §3145 and 18 USC §874, no contractor or subcontractor operating under this agreement shall induce an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. Contractors and subcontractors shall submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period.

F. Affirmative Action. During the performance of this contract, the contractors and subcontractors operating under this agreement shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Contractors and subcontractors operating under this agreement shall comply with Affirmative Action laws and regulations to ensure equal employment opportunities, including, but not limited to 41 CFR Part 60-1; 41 CFR Part 60-2; 41 CFR Part 60-250; 41 CFR Part 60-741; compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity."

B. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding $10,000). Contractor's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation	Goals for Female Participation
20.6%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its Federally involved and non-Federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed

G. Compliance with Goals for Minority and Female Participation. The City of Tuscaloosa has voluntarily adopted a Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program designed to encourage the participation and development of minority and disadvantaged business enterprises and to promote equal business opportunities to the fullest extent allowed by state and federal law.

It is the intent of the City to foster competition among contractors, suppliers, and vendors that will result in better quality and more economical services rendered to the City. Under this policy, the City of Tuscaloosa has established a goal of ten to twenty percent (10-20%) inclusion of minority and disadvantaged business enterprises for all services required to deliver City projects. In no case shall the stated percentage be the determining factor in contract awards. Rather, contractors must demonstrate a good faith effort to attain the desired percentage goal. The SUBRECIPIENT is encouraged to adopt corresponding goals to those of the City's Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program.

H. Compliance with Environmental Laws; including The Clean Air Act and Clean Water Act. Contractors and subcontractors operating under this agreement shall be responsible for ensuring compliance with Federal, State, or local pollution control laws and related requirements, including but not limited to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). If a contracting officer becomes aware of noncompliance with clean air or water standards in facilities used in performing nonexempt contracts, that contracting officer shall notify the agency head, or a designee, who shall promptly notify the EPA Administrator or a designee in writing.

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seg., the Federal Water Pollution Contract Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended. In addition to the foregoing

requirements, all nonexempt Contractors and Subcontractors shall furnish to the Owner, the following:

1. A stipulation by the Contractor or Subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

2. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. A stipulation that as a condition for the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, or EPA indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.

4. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.

I. Byrd Anti-Lobbying Agreement. Contractors operating under this agreement shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

J. Drug-Free Workplace Requirements. The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

VII. INDEPENDENT CONTRACTOR

It is agreed between the City and the SUBRECIPIENT that the SUBRECIPIENT is an independent contractor. Neither the City nor its officers, agents or employees shall be liable for damages, claims, actions or causes of actions brought against the SUBRECIPIENT, or for actions of the SUBRECIPIENT.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the SUBRECIPIENT, and shall not be liable for any debts or obligations incurred by the SUBRECIPIENT, nor shall the City be deemed or construed to be partner, joint adventurer or otherwise interested in the assets of the SUBRECIPIENT, or profits earned or derived by the SUBRECIPIENT, nor shall the SUBRECIPIENT at any time or times use

the name or credit of the City in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

In the performance of its operations and obligations hereunder, the SUBRECIPIENT shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as the City may from time to time request to indicate that it is an independent contractor. The City does not and will not assume any responsibility for the means by which or manner in which services by the SUBRECIPIENT, provided for herein, are performed, but on the contrary, the SUBRECIPIENT shall be wholly responsible therefor.

VIII. INDEMNITY

The SUBRECIPIENT hereby covenants with the City that it will indemnify and hold the City and its officers, agents and employees harmless for or on account of any claim, suit, cause of action or judgment (each, a "Claim") arising out of or in any manner associated with this Agreement or services provided or performed by the SUBRECIPIENT or any of its officers, agents or employees, other than Claims arising from the City's gross negligence, willful misconduct or breach of this Agreement.

IX. NO THIRD PARTY BENEFICIARIES

It is the intent of the parties to this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries; no persons not a party to the Agreement may claim benefits under the Agreement.

X. SERVICE AREA

The SUBRECIPIENT shall submit, if requested by the City, to the office of the finance director of the City, a written monthly report of the SUBRECIPIENT's activities and expenditures, including, but not limited to, information demonstrating that services by the SUBRECIPIENT within the Corporate Limits of the City at least equal, if not exceed, the funding from the City for that month. Should the City determine at any time during the term of this Agreement that the SUBRECIPIENT is not providing the services within the City Corporate Limits at least equal to the funding previously provided hereunder, then the City may terminate the Agreement immediately. Upon such termination, the SUBRECIPIENT may be, at the sole discretion of the City, required to refund any funds deemed by the City not to have been appropriately expended within the Corporate Limits. The City acknowledges that the SUBRECIPIENT may perform certain services required hereunder through an affiliate entity that shall own the project (the "Owner"). Therefore, for purposes of compliance with the terms of this Agreement, the SUBRECIPIENT shall be deemed to have performed all construction work completed by, and incurred the construction costs paid by, the Owner.

XI. BOOKS AND RECORDS/REPORTS

The SUBRECIPIENT shall, at the request of the City, throw open and provide, at a time during normal business hours and at a place within the City designated by the City, all books,

records, accounts, statements and other documents regarding the project as needed by the City to enable it to conduct a financial and/or operational review or audit of its operations and/or finances with respect to the project. If the SUBRECIPIENT refuses to honor the City's request within ten (10) days, it shall refund to the City all funds appropriated to it during the term of the contract. All reports, evaluations and audits required of the SUBRECIPIENT pursuant to Article IV of Chapter 2 of the City Code shall also be provided by the SUBRECIPIENT to any persons appointed by the City or the Mayor to the Agency's governing body.

XII. FINANCIAL COMPILATION OR AUDIT

As a recipient of ADECA Community Development Block Grant Disaster Recovery (CDBG-DR) funds, the SUBRECIPIENT is required to submit to the City Finance Department a financial compilation prepared by an independent CPA firm, an annual report that describes the activities provided by the Agency, certification from the SUBRECIPIENT's director showing that the financial compilation and annual report are on file at the Tuscaloosa Public Library and other like information that may be requested. No payment shall be made under this agreement until the City's Finance Director has determined that all the above referenced requirements have been met.

However, if the SUBRECIPIENT receives $500,000 or more in Federal funds (in total, not just CDBG-Disaster Recovery) per calendar year, it shall also have an audit made of all Federal funds received under this Agreement. The audit shall be performed in accordance with standards dictated by OMB Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations," OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" and OMB Circular A-122, "Cost Principles for Nonprofit Organizations." The audit shall be submitted to the City's Community Planning & Development Department.

XIII. OPEN MEETINGS, PUBLIC RECORDS, COMPETITIVE BIDS AND OTHER APPLICABLE LAWS

A. As the SUBRECIPIENT is receiving public funds and/or other things of public value, including in kind services, use of City employees and/or equipment from the City pursuant to this agreement, the SUBRECIPIENT agrees as follows:

1. To the same and like extent as is applicable to the City of Tuscaloosa, all meetings of the governing body of the SUBRECIPIENT or any committee or subcommittee thereof shall be open to the public when any issue or matter involving or relating directly or indirectly to this agreement is discussed or considered and when there is any discussion or consideration of the use of public funds or things of value provided to the SUBRECIPIENT by or through the City.

2. Public Records. To the same and like extent as is applicable to the City of Tuscaloosa pursuant to State law, all records, documents, letters, minutes, memoranda, etc., of the SUBRECIPIENT shall be open to public inspection and copying when the same pertain to any issue or matter involving or relating directly or indirectly to the performance by the SUBRECIPIENT of this agreement or the use of public funds or other things of value provided to the SUBRECIPIENT by or through the City.

3. Expenditure of Public Funds. To the same and like extent as is applicable to the City pursuant to State law, all expenditures or disbursements of funds received by the SUBRECIPIENT, whether directly or indirectly, from the City hereunder must comply with 24 CFR 85.36.

B. The SUBRECIPIENT shall comply with all applicable laws, ordinances and codes. The provisions of Chapter 2, Article IV, "Agency Funding," of the Code of Tuscaloosa, as amended, are adopted herein by reference and shall be complied with by the SUBRECIPIENT to the extent applicable. The City shall administer and appropriate funds to the SUBRECIPIENT in accordance with and subject to the provision of Chapter 2, Article III "Budgetary Procedure of the Code of Tuscaloosa," as amended to the extent applicable.

XIV. SEVERABILITY

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, or otherwise appears to both parties to be invalid, the invalidity of any such covenant, condition or provision herein contained, shall not affect other remaining and valid covenants or conditions herein unless such invalidity renders performance of the essential elements of the contract impossible.

XV. 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.

XVI. MISCELLANEOUS CLAUSES

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

A. 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.

B. That each has full power and capacity to enter into this Agreement, to perform and to conclude the same including 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.

C. 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.

D. 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.

E. 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.

F. That each party represents and warrants to the other that, to its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings against it which would have an adverse impact upon this transaction or upon either party's ability to conclude the transaction or perform pursuant to the terms and conditions of this Agreement.

G. 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.

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 and referenced documents constitute the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All 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 that 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 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 it 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.

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.

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.

Fines and Penalties: The SUBRECIPIENT shall be solely liable for any and all fines or penalties that may be levied by any governmental authority against the Owner and/or SUBRECIPIENT that are related to the SUBRECIPIENT'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.

XVII. FEDERAL REQUIREMENTS

The SUBRECIPIENT agrees to abide by all applicable Federal regulations in receiving, disbursing and accounting for Community Development Block Grant funds including, but not limited to all applicable sections of 24 CFR 570 , as set forth in detail in Attachment "A" of this Agreement, which is hereby incorporated into this Agreement.

XVIII. PROGRAM INCOME

In the event that program income is generated by and under this Agreement, the SUBRECIPIENT shall return any said income to the City and it will be considered as program income to the City's Community Development Block Grant Disaster Recovery Program.

XIX. ACCOUNTS RECEIVABLE AND PROPERTY ACQUIRED

Upon the expiration of this Agreement, the SUBRECIPIENT agrees to transfer to the City of Tuscaloosa any Community Development Block Grant funds on hand and any accounts receivable attributable to the use of said funds. Any real property acquired or improved in whole or in part with Community Development Block Grant funds in excess of $25,000 shall be used to meet the Community Development National Program Objective of principally benefiting low and moderate-income persons for five years beyond the expiration of this Agreement.

XX. APPLICABILITY OF "THE COMMON RULE"

The SUBRECIPIENT further agrees to abide by 24 CFR Part 85, "The Common Rule," OMB Circular A-110 and OMB Circular A-122 in the administration of this Agreement. The SUBRECIPIENT acknowledges that these referenced documents have been provided to it by the City of Tuscaloosa.

XXI. ANTI-LOBBYING PROVISION

The SUBRECIPIENT agrees that no Federal appropriated funds will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

The SUBRECIPIENT further agrees that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, or an employee of a member of Congress in connection with this Agreement, the SUBRECIPIENT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This Article of this Agreement is a prerequisite for entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first set forth above.

TUSCALOOSA HOUSING AUTHORITY

BY: _____

NAME: Ralph D. Ruggs

ITS: Executive Director

ATTEST:

CITY OF TUSCALOOSA, A Municipal Corporation

BY: _____
Mayor Walter Maddox

ATTEST:

_____
City Clerk

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

I, Robert L. Wise, a Notary Public in and for said State at Large, hereby certify that RALPH D. RUGGS, who is named as EXECUTIVE DIRECTOR of TUSCALOOSA HOUSING AUTHORITY is signed to the foregoing document 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 12TH day of AUGUST, 2014.

_____
Notary Public

My Commission Expires: 6-13-16

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Walter Maddox, whose name as Mayor of the City of Tuscaloosa, 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, he, 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 7th day of August, 2014.

Vickie Gilliland
Notary Public

My Commission Expires: 3/17/15

ATTACHMENT "A"

SPECIAL CONDITIONS FOR AN AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND TUSCALOOSA HOUSING AUTHORITY.

I. DEFINITIONS

"Contract" means a contract agreement between the City of Tuscaloosa and TUSCALOOSA HOUSING AUTHORITY for the construction of a Senior housing development consisting of One Hundred Twenty-eighty (128) Single Family Rental Units in the Rosedale Court Phase III Project.

"Agency" means the TUSCALOOSA HOUSING AUTHORITY , a public agency.

"HUD" means the U. S. Department of Housing and Urban Development.

"Local Government" and "the City" mean the City of Tuscaloosa.

"Program" means the ADECA Community Development Block Grant—Disaster Recovery ("CDBG-DR") Program.

"Project" means the payment of housing construction costs for One Hundred Twenty-eighty (128) Single Family Rental Units in the Rosedale Court Phase III Project in the City of Tuscaloosa, Alabama.

"Project Area" means Rosedale Court Phase III located within the corporate limits of the City.

"Subcontractor" means a person, firm or corporation that enters into a contract agreement with the Agency for work related to this project.

II. CONFLICT OF INTEREST

A. Interest of Members of the Local Government: No officer, employee or agent of the local government who exercises any function or responsibilities in connection with the planning and carrying out of the program, or any other person who exercises any function or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Agency shall take appropriate steps to assure compliance.

B. The Agency agrees that it will incorporate into every subcontract required to be in writing the following provision:

Interest of Agency and Employees - The Agency agrees that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Agency further covenants that, in the performance of this contract, no person having any conflicting interest shall be employed. Any interest on the part of the Agency or its employees must be disclosed to the City. Provided, however, that this paragraph shall not be interpreted in such a manner so as to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by low income residents of the area.

C. Provisions of the Hatch Act - Neither the funds provided by this agreement nor the personnel employed in the administration of the agreed upon work shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, U. S. Code.

III. EQUAL OPPORTUNITY REQUIREMENTS

A. During the performance of this contract, the Agency agrees as follows:

1. The Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Agency will, in all solicitations or advertisement for employees placed by or on behalf of the Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or handicap.

3. The Agency will comply with all provisions of Executive Order 11246 of September 24, 1965, and with the rules, regulations and relevant orders of the Secretary of Labor.

4. The Agency will furnish to the local government all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the local government, HUD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5. In the event of the Agency's non-compliance with the non-discrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Agency may be declared ineligible for further local government contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the City, Secretary of Labor, or as otherwise provided by law.

6. The Agency will include the provisions of paragraph 1 through 5 above in every contract, subcontract or purchase order unless exempted by rules, regulations or orders of the local government or the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Agency will take action with respect to any contract, subcontract or purchase order as may be directed as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Agency may request the local government to enter into such litigation to protect the interest of the local government.

7. The Agency agrees that it will assist and cooperate actively with the local government and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the local government and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the local government in the discharge of its primary responsibility for securing compliance.

8. The Agency further agrees that it will refrain from entering into any contract or contract modifications subject to Executive Order 11246 of September 24, 1965 with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the local government may take any or all of the following actions: terminate or suspend in whole or in part this contract; refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Agency.

9. Non-segregated Facilities: The Agency certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting room, work areas, restrooms and washroom, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, creed, color, national origin, age or handicap, because of habit, local custom, or otherwise.

10. No person in the United States shall, on the grounds of race, color, religion, sex, national origin, age or handicap, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this contract. The Agency will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

11. The Agency shall maintain data which records its affirmative action in equal opportunity employment, including but not limited to employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs, or terminations, pay or other compensation, and selection for training.

IV. LABOR STANDARDS PROVISIONS

Agency will ensure that the following conditions are met:

A. Contract Work Hours and Safety Standards Act

1. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work-week in which he is employed on such work to work in excess of forty hours in any work-week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of forty hours in any work-week.

2. Violations; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph 1, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause set forth in subparagraph 1 in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work-week of forty hours

without payment of the overtime wages required by the clause set forth in subparagraph 1.

3. Withholding for Unpaid Wages and Liquidated Damages. The local government may withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages.

B. Employment of Certain Persons Prohibited. No person under the age of sixteen years and no person who at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this contract.

C. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the labor standards provisions of this contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards applicable under this contract.

D. Questions Concerning Certain Federal Statutes and Regulations. All questions arising under this contract which relate to the application or interpretation of the aforesaid Contract Work Hours and Safety Standards Act, the regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to said Act, or the labor standards provisions of any other pertinent Federal statute, shall be referred, through the City of Tuscaloosa and the Secretary of Housing and Urban Development, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purpose of this contract.

E. The Agency and its contractors must comply with the provisions of form HUD-4010 which are attached hereto and incorporated herewith, and the applicable Davis Bacon Wage rates that follow.

V. FINANCIAL MANAGEMENT

The Agency shall maintain effective control over and accountability for all funds, property, and other assets that are provided for by this agreement. The Agency shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

A. Ineligible Costs. In addition to any costs that are ineligible under other criteria included herein the following costs are specifically ineligible:

1. Bad Debts. Any losses arising from uncollected accounts and other claims,and related costs.

2. Contingencies. Contributions to a contingency reserve or any similar provisions for unforeseen events.

3. Contributions and Donations.

4. Entertainment. Costs of amusements, social activities, and incidental costs, such as meals, beverages, lodgings, and gratuities, relating to entertainment.

5. Fines and Penalties. Costs resulting from violations of or failure to comply with Federal, State, and local laws and regulations.

6. Interest and Other Financial Costs. Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection herewith.

7. Legislative Expenses. Salaries and other expenses of local government bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction.

8. Membership Expenses. Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.

9. Travel. Costs in excess of those allowed by the Agency for its equivalent employees. In any case, the difference in cost between first-class air accommodations and less-than-first-class air accommodations are not available and is so documented.

10. Meeting Attendance. Costs of attending meetings which are not open for attendance on a non-segregated basis.

B. Property Management Standards

The Agency's property management standards for non-expendable personal property acquired under this contract shall include the following procedural requirements:

1. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition data, cost, and source of property; percentage of Federal funds used in the purchase of property; location, use and condition of the property; and ultimate disposition data including sales price or the method used to determine current fair market value.

2. A physical inventory of property shall be taken and the results reconciled with the property records at least once each year to verify the existence, current utilization, and continued need for the property.

3. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft to the property. Any loss, damage, or theft of non-expendable property shall be investigated and fully documented.

4. Adequate maintenance procedures shall be implemented to keep the property in good condition.

C. Procurement Standards

1. The Agency shall maintain a code or standard of conduct which conforms to the requirements set forth in 24 CFR part 570 and 24 CFR part 85 which shall govern the performance of its officers, employees, or agents in contracting with and expending grant funds. Local government officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Contractors or potential Contractors.

VI. GENERAL REQUIREMENTS

A. Retention of Records

All records maintained by the Agency that pertain to this agreement shall be retained by the Agency for a period of time as required pursuant to HUD regulations.

B. Reports and Information

The Agency, at such times as the local government may require, shall furnish such statements, reports, records, data and information as may be requested pertaining to matters covered by this agreement.

C. Audit Requirements

The local government, the Secretary of HUD, the Comptroller General of the United States or any of the duly authorized representatives shall have access to all tasks, accounts, records, reports, files and other papers or property of the Agency pertaining to funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts.

D. Breach of Contract Terms and Conditions

In the event of the Agency's non-compliance with the terms and conditions of this contract or with any of the said rules, regulations or orders (which non-compliance is not cured within fifteen (15) days of written notice from the City), this contract may be cancelled, terminated or suspended in whole or in part.

E. Subcontracts. The Agency shall insert in any subcontracts all of the terms and conditions set forth in this contract and also a clause requiring the subcontractors to include these terms and

conditions in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

F. Safety Standards. No Contractor or subcontractor contracting for any part of a construction contract shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards promulgated by the Secretary of Labor.

G. Lead-based Paint Regulations. The construction or rehabilitation of residential structures with assistance provided under this contract is subject to the HUD Lead-based Paint regulations, 24 CFR part 35. Should this contract include activities involving the construction or rehabilitation of residential structures, the Contractor hereby agrees to comply with the regulations of 24 CFR part 35.

H. Davis-Bacon. As applicable, Contractors shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5), the provisions of which are incorporated by reference into this contract as if contained herein.

I. Debarment of contactors/subcontractors / City's right to monitor. All contracting and subcontracting agencies shall be actively registered in the sam.gov system and have a non-debarred status to perform work. The City of Tuscaloosa shall have all rights to any and all documentation related to the project. Periodic monitoring visits will be performed by City of Tuscaloosa staff to ensure all federal and contract requirements are followed.

J. Green Building Standard for Replacement and New Construction of Residential Housing. Contractors must meet the Green Building Standard in this subparagraph for: (i) all new construction of residential buildings; and (ii) all replacement of substantially-damaged residential buildings. Replacement of residential buildings may include reconstruction (i.e., demolishing and re-building a housing unit on the same lot in substantially the same manner) and may include chances to structural elements such as flooring systems, columns or load bearing interior or exterior walls. For purposes of this Notice, the Green Building Standard means the contractor will require that all construction covered by subparagraph, above, meet an industry-recognized standard that has achieved certification under at least one of the following programs (i) ENERGY STAR (Certified Homes or Multifamily High Rise); (ii) Enterprise Green Communities; (iii) LEED (NC, Homes, Midrise, Existing Buildings O&M, or Neighborhood Development); (iv) ICC-700 National Green Building Standard; (v) EPA Indoor AirPlus (ENERGY STAR a prerequisite); or (vi) any other equivalent comprehensive green building program, including regional programs. Standards for rehabilitation of non-substantially-damaged residential buildings: For rehabilitation other than that described in subparagraph, above, contractors must follow the guidelines specified in the HUD CPD Green Building Retrofit Checklist, available on the CPD Disaster Recovery Web site. Contractors must apply these guidelines to the extent applicable to the rehabilitation work undertaken, including the use of mold resistant products when replacing surfaces such as drywall. When older or obsolete products are replaced as part of the rehabilitation work, rehabilitation is required to use ENERGY STAR- labeled, WaterSense labeled, or federal Energy Management Program (FEMP)-designated products and appliances. Implementation: For construction projects completed under construction, or under contract prior to the date that federal assistance was approved for the project the contractor is encouraged to apply the applicable standards to the extent feasible but the Green Building Standard is not required; (ii) for specific which an ENERGY STAR-or-WaterSense-labeled or FEMP-designated product does not exist, the requirement to use such products does not apply. The City encourages contractors to implement green infrastructure policies to the extent practicable.

VII. 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.

VIII. COMPLIANCE WITH THE STAFFORD ACT AND 24 CFR 570

The Agency shall assist the City in complying with the Stafford Act, as amended, (42 U.S.C. 5121 through 5207) and the applicable sections of 24 CFR Part 570 to prevent fraud, abuse, and duplication of benefits and shall assist in recapturing duplication, if such is determined.

IX. ENVIRONMENTAL PROTECTION REQUIREMENTS

A. The Contractor hereby agrees that any facility to be utilized in the performance of any nonexempt contract or subcontract shall not be a facility included on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

B. The Contractor also agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. As a condition of the award of the contract, the Contractor agrees to give prompt notice to the City of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

D. The Contractor agrees that it will include or cause to be included the criteria and requirements in subparagraph A through D of this section in every nonexempt subcontract and that it will take such action as the City or the EPS may direct as a means of enforcing such provisions.

General Decision Number: AL140116 01/03/2014 AL116

Superseded General Decision Number: AL20130116

State: Alabama

Construction Type: Residential

County: Tuscaloosa County in Alabama.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014

* SUAL2007-143 10/23/2007

	Rates	Fringes
BRICKLAYER	$ 13.29	0.00
CARPENTER, Including Form Work and Excluding Drywall Hanging	$ 14.00	0.00
CEMENT MASON/CONCRETE FINISHER	$ 11.75	0.00
DRYWALL HANGER	$ 15.00	0.00
ELECTRICIAN	$ 11.91	0.00
IRONWORKER, STRUCTURAL	$ 11.91	3.40
IRONWORKER: Ornamental Only	$ 10.46	0.00
LABORER: Common or General	$ 9.00	0.00
LABORER: Landscape	$ 7.66	0.00
LABORER: Mason Tender - Cement/Concrete	$ 7.88	0.00
LABORER: Pipelayer	$ 9.00	0.00
OPERATOR: Backhoe	$ 11.20	0.00
OPERATOR: Bulldozer	$ 12.60	0.00
OPERATOR: Loader (Front End)	$ 12.52	0.00
PAINTER, Including Brush, Prep, Roller and Spray	$ 9.38	0.00
PLUMBER	$ 12.27	0.00

ROOFER, Including Built Up.
Metal and Single Ply Roofs.....$ 10.00 0.00

ROOFER: Shake & Shingle Roof....$ 8.62 0.00

SHEETMETAL WORKER.....$ 11.86 0.00

TRUCK DRIVER.....$ 9.00 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION