RECOVERY OPERATIONS
CITY OF TUSCALOOSA

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MAYOR WALT MADDOX

Date

XXXXXX
XXXXX
1234 Way
Tuscaloosa, AL XXXXX

Dear Mr.XXXX,

As part of the Commercial Revolving Loan Program, the City of Tuscaloosa will be conducting a monitoring visit the week of XXXX to ensure that program funds are being used appropriately. An appointment will be made for the week of XXXX as the date draws closer. The monitoring visit will be conducted during normal business hours to avoid any inconvenience. The City of Tuscaloosa requests that Mr. XXXX be present at the time of monitoring.

Monitoring will be conducted by XXXXX, with the City of Tuscaloosa. Areas of monitoring that will be addressed will include: a project start date within 90 days of awarded funding, use of project funds, and creation and retention of low to moderate income jobs. Clear documentation including invoices for expenses related to funding and employee income information should be available to the monitors. If available, a conference room will be needed to discuss the monitoring process and any concerns with the program participant.

If you should have any questions regarding this process, please contact XXXX at XXX-XXX-XXXX for further information. Also, if you would like to request a particular appointment time on the week of XXXX please contact Ms. XXXX.

Sincerely,

Robin Edgeworth
Director of Recovery Operations

HOMEBUYER MONITORING STEPS	
The Process	
STEP 1:	Email and/or mail the awardee the monitoring things to do and required documentation within a month.
STEP 2:	Monitor the awardee within four (4) months from the executed agreement date to give them time to settle into their homes.
STEP 3:	Send monitoring visit letter at least two (2) weeks before the monitoring visit to alert the awardee of the compliance expectations.
STEP 4:	Fulfill monitoring checklist during time of visit.
STEP 5:	Once the visit is fulfilled, send a monitoring follow-up letter explaining the findings or concerns and to inform them of their compliance status.

Updated: 8/11/2016

HABITAT FOR HUMANITY MONITORING CHECKLIST
CITY OF TUSCALOOSA

Project Name: _____ Date: _____

Project Address: _____

Monitor: _____

IN OFFICE MONITORING

1. Provide the project's basic information

   Project Owner: _____

   _____

   Contractor: _____

   _____

   Contract Amount: _____

   Contract Length: _____

   Total Budget: _____

   Funding sources: _____

   _____

   _____

2. What national objective is this project meeting? (570.208):

   Benefit low to moderate income persons

   _____ Low to moderate area benefit

   _____ Limited clientele benefit

   _____ Low to moderate housing benefit

   _____ Job creation and/or retention

   Aid in the prevention of elimination of slums of blight

   _____ On an area basis

   _____ On a spot basis

   _____ In an urban renewal area

   An urgent need

____ Needs having a particular agency

3. Which eligible activity does the project meet in accordance to federal regulations and the program's specific guidelines? (24 CFR 570.201)

____ Land and/or Building Acquisition
____ Disposition
____ Public facilities and improvements
____ Clearance and remediation
____ Public services
____ Interim assistance
____ Payment of non-Federal share
____ Urban renewal completion
____ Relocation
____ Loss of rental income
____ Housing services
____ Privately owned utilities
____ Construction of housing
____ Homeownership assistance
____ Technical assistance
____ Assistance to institutions of higher education

4. Has the project been previously monitored? ____YES ____NO
If so, when? _____

ON SITE VISIT

1. List of Subcontractor(s): (include DUNS # and state whether the contractor is a minority or woman owned business)

_____
_____
_____
_____
_____

2. Does the tenants provide information that documents their LMI eligibility? [570.506(b)]?
(Provide documentation) ____YES ____NO ____ N/A

3. Do you have a list of all tenants and the amount that they pay for rent on file?
(Provide documentation) ____YES ____NO ____ N/A

4. Does documentation contain amount of rent charged?
   ____YES ____NO ____ N/A

5. Will the tenant's income be recertified annually?
   ____YES ____NO ____ N/A
   a. If not, how often? _____

6. Does documentation contain affordable rent criteria?
   ____YES ____NO ____ N/A

7. Does documentation prove that the project meets the standards of [92.251] and the requirements of [92.355] (lead based paint)?
   ____YES ____NO ____ N/A

8. Does documentation show at least 51% of rental units occupied by LMI individuals?
   ____YES ____NO ____ N/A

9. Were appropriate Section 8 income limits and household size used to determine the number of units initially occupied by LMI individuals?
   ____YES ____NO ____ N/A

10. Was documentation showing low/moderate units, the family size and household income provided?
    ____YES ____NO ____ N/A

11. Are fair housing standards posted on-site during the monitoring visit?
    ____YES ____NO ____ N/A

12. If less than 51 percent of the original occupants were LMI, they MUST meet the following requirements:
    a. The assistance of CDBG reduced the cost of construction for specialized housing projects (non-elderly and multifamily).
    b. Currently or in the future, 20 percent of the units must be assigned to LMI households at affordable rent.
    c. The percentage of LMI income units can't be less than the amount of funding from CDBG.

- Were these requirements met? ____YES ____NO ____ N/A

- Is the contract on file at the subrecipient's site? ____YES ____NO ____ N/A
- Is there a copy of the contract between the subcontractor and the contractor on file at both the contractor's office and subrecipient's office? ____YES ____NO ____ N/A

13. Is the program participant meeting the terms of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

CONSTRUCTION ADMINISTRATION

14. What is the home current progress? _____

15. Were Davis Bacon posters and wage rates posted at the construction site?
____YES ____NO ____ N/A

16. Were the Davis Bacon labor standards applied?
____YES ____NO ____ N/A

17. Has the subrecipient's been submitting pertinent payroll records, invoices and all other information that the City requests in a timely manner?
____YES ____NO ____ N/A

18. When was the latest payroll received? _____

19. Were there any change orders? (Provide documentation.)
____YES ____NO ____ N/A

Construction Date Timeline	
	Date
Application Approval through organization, which: _____	
Projection Completion (if unknown, perspective)	
Request for Proposals to Engineers/ Architects	
Project Commitment through other source, which: _____	
Resolution Awarding Engineer/Architect Contract	
Notice of Award Issued	
Bid Bonds Returned/ Other Bidders	
Pre-Construction Conference	
Bonds & Insurance	
Construction Contract Signed	
Contractor's Bid Bond Returned	
Public Notice of Project Completion Issued	
Contractor's Release of Liens, Asbestos, Roofing Certification Received	

RECORDKEEPING

20. Does the contractor have a copy of the agreement with the City on file at the grantee site and developer site?
____YES ____NO ____ N/A

21. Does the contractors/developers contract to ensure the appropriate standards have been passed from the developer to the contractors, then to the subcontractor?
____YES ____NO ____ N/A

22. Has the participant maintained sufficient records that will indicate to HUD that they are complying with the rules in regulations?
____YES ____NO ____ N/A

By signing this document, I attest that this on-site visit or meeting was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or recipient were answered to satisfaction. I also attest that any concerns or findings related to the project were explained to the recipient and corrective action shall be explained to the recipient.

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Project Monitor	Date

CLOSE OUT _____ N/A (if the project is not ready to close, skip to the Conclusions section.)

1. Was the project completed in a timely manner?
   ____YES ____NO ____ N/A

2. Is the project meeting the term of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

3. Has a final drawdown been disbursed for the project?
   ____YES ____NO ____ N/A

4. Did the project remain in compliance over the term of the agreement, which was executed between the _____ and the City of Tuscaloosa?
   ____YES ____NO ____ N/A

5. Do the financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ____YES ____NO ____ N/A

If no, explain: _____
_____
_____
_____

6. Have final inspections been conducted?
   ____YES ____NO ____ N/A

7. Was a final report concerning the number of persons receiving services during the contract time period submitted to the City?
   ____YES ____NO ____ N/A

8. Was the final payment made to contractor?
   ____YES ____NO ____ N/A

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the project must undertake in order to resolve the issues. Also, specify a timeline for corrections and/or improvements.

_____ _____

Project Monitor Date

RESIDENTIAL MONITORING CHECKLIST
CITY OF TUSCALOOSA

Project Name: _____ Date: _____

Project Address: _____

Monitor: _____

IN OFFICE MONITORING

1. Provide the project's basic information

   Project Owner: _____

   _____

   Contractor: _____

   _____

   Contract Amount: _____

   Contract Length: _____

   Total Budget: _____

   Total # of LMI units: _____

   % of Units occupied by LMI: _____

   Total # of other units and types: _____

   _____

   _____

   Funding sources: _____

   _____

   _____

2. What national objective is this project meeting? (570.208):

   Benefit low to moderate income persons

   _____ Low to moderate area benefit

   _____ Limited clientele benefit

   _____ Low to moderate housing benefit

   _____ Job creation and/or retention

Aid in the prevention of elimination of slums of blight
_____ On an area basis
_____ On a spot basis
_____ In an urban renewal area

An urgent need
____ Needs having a particular agency

3. Which eligible activity does the project meet in accordance to federal regulations and the program's specific guidelines? (24 CFR 570.201)

____ Land and/or Building Acquisition
____ Disposition
____ Public facilities and improvements
____ Clearance and remediation
____ Public services
____ Interim assistance
____ Payment of non-Federal share
____ Urban renewal completion
____ Relocation
____ Loss of rental income
____ Housing services
____ Privately owned utilities
____ Construction of housing
____ Homeownership assistance
____ Technical assistance
____ Assistance to institutions of higher education

4. Has the project been previously monitored? ____YES ____NO
If so, when? _____

ON SITE VISIT

1. List of Subcontractor(s): (include DUNS # and state whether the contractor is a minority or woman owned business) _____
_____
_____
_____
_____

2. Does the tenants provide information that documents their LMI eligibility? [570.506(b)]?
(Provide documentation) ____YES ____NO ____ N/A

3. Do you have a list of all tenants and the amount that they pay for rent on file?
(Provide documentation) ____YES ____NO ____ N/A

4. Does documentation contain amount of rent charged?
____YES ____NO ____ N/A

5. Will the tenant's income be recertified annually?
____YES ____NO ____ N/A
   a. If not, how often?
   _____

6. Does documentation contain affordable rent criteria?
____YES ____NO ____ N/A

7. Does documentation prove that the project meets the standards of [92.251] and the requirements of [92.355] (lead based paint)?
____YES ____NO ____ N/A

8. Does documentation show at least 51% of rental units occupied by LMI individuals?
____YES ____NO ____ N/A

9. Were appropriate Section 8 income limits and household size used to determine the number of units initially occupied by LMI individuals?
____YES ____NO ____ N/A

10. Was documentation showing low/moderate units, the family size and household income provided? ____YES ____NO ____ N/A

11. Are fair housing standards posted on-site during the monitoring visit?
____YES ____NO ____ N/A

12. If less than 51 percent of the original occupants were LMI, they MUST meet the following requirements:
    a. The assistance of CDBG reduced the cost of construction for specialized housing projects (non-elderly and multifamily).
    b. Currently or in the future, 20 percent of the units must be assigned to LMI households at affordable rent.
    c. The percentage of LMI income units can't be less than the amount of funding from CDBG.

- Were these requirements met? ____YES ____NO ____ N/A
- Is the contract on file at the subrecipient's site? ____YES ____NO ____ N/A

- Is there a copy of the contract between the subcontractor and the contractor on file at both the contractor's office and subrecipient's office? ____YES ____NO ____ N/A

13. Is the program participant meeting the terms of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

CONSTRUCTION ADMINISTRATION

14. What is the project's current progress? _____

15. Were Davis Bacon posters and wage rates posted at the construction site?
    ____YES ____NO ____ N/A

16. Were the Davis Bacon labor standards applied?
    ____YES ____NO ____ N/A

17. Has the subrecipient's been submitting pertinent payroll records, invoices and all other information that the City requests in a timely manner?
    ____YES ____NO ____ N/A

18. When was the latest payroll received? _____

19. Were there any change orders? (Provide documentation.)
    ____YES ____NO ____ N/A

Construction Date Timeline	
	Date
Application Approval through organization, which: _____	
Projection Completion (if unknown, perspective)	
Request for Proposals to Engineers/ Architects	
Project Commitment through other source, which: _____	
Resolution Awarding Engineer/Architect Contract	
Notice of Award Issued	
Bid Bonds Returned/ Other Bidders	
Pre-Construction Conference	
Bonds & Insurance	
Construction Contract Signed	
Contractor's Bid Bond Returned	

Public Notice of Project Completion Issued	
Contractor's Release of Liens, Asbestos, Roofing Certification Received	

RECORDKEEPING

20. Does the contractor have a copy of the agreement with the City on file at the grantee site and developer site?
    ____YES ____NO ____ N/A

21. Does the contractors/developers contract to ensure the appropriate standards have been passed from the developer to the contractors, then to the subcontractor?
    ____YES ____NO ____ N/A

22. Has the participant maintained sufficient records that will indicate to HUD that they are complying with the rules in regulations?
    ____YES ____NO ____ N/A

By signing this document, I attest that this on-site visit or meeting was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or recipient were answered to satisfaction. I also attest that any concerns or findings related to the project were explained to the recipient and corrective action shall be explained to the recipient.

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Project Monitor	Date

CLOSEOUT _____ N/A (if the project is not ready to close, skip to the Conclusions section.)

1. Was the project completed in a timely manner?
   ____YES ____NO ____ N/A

2. Is the project meeting the term of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

3. Has a final drawdown been disbursed for the project?
   ____YES ____NO ____ N/A

4. Did the project remain in compliance over the term of the agreement, which was executed between the _____ and the City of Tuscaloosa?
   ____YES ____NO ____ N/A

5. Do the financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ____YES ____NO ____ N/A

If no, explain: _____
_____
_____
_____

6. Have final inspections been conducted?
   ____YES ____NO ____ N/A

7. Was a final report concerning the number of persons receiving services during the contract time period submitted to the City?
   ____YES ____NO ____ N/A

8. Was the final payment made to contractor?
   ____YES ____NO ____ N/A

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the project must undertake in order to resolve the issues. Also, specify a timeline for corrections and/or improvements.

_____ _____

Project Monitor Date

HOMEBUYER ASSISTANCE MONITORING CHECKLIST
CITY OF TUSCALOOSA
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

Recipient: _____ Date: _____

Property Address: _____

Monitor: _____

(Please make detailed notes for each question. This will make the record keeping process much easier.)

IN OFFICE MONITORING

1. Do records show that the funds were used on the eligible costs as set forth by the program?
   ☐ YES ☐ NO

2. Can the lending institution be contacted to obtain documentation or confirmation on this information? ☐ YES ☐ NO
   (The lending institution can be contacted to obtain documentation or confirmation on this information.)
   - Does the lending institution have documentation that shows that no more than 50% of the down payment required by the mortgage was provided on behalf of the purchaser? ☐ YES ☐ NO
     - If yes, attach documentation.

3. What national objective is this project meeting? (570.208)

   Benefit low to moderate income persons
   _____ Low to moderate area benefit
   _____ Limited clientele benefit
   _____ Low to moderate housing benefit
   _____ Job creation and/or retention

   Aid in the prevention of elimination of slums or blight
   _____ On an area basis
   _____ On a spot basis
   _____ In an urban renewal area

   An urgent need
   _____ Needs having a particular urgency

4. Is the activity eligible for 24 CFR 570.201(n), which states that CDBG funds may be used to provide direct homeownership assistance to low- or moderate- income households in accordance with section 105(a) of the Act? ☐ YES ☐ NO

5. Was the home constructed prior to 1978? ☐ YES ☐ NO
   - If yes, was the proper protocol followed to determine whether there was existence of lead based paint? Explain.

6. Has the subrecipient been previously monitored? ☐ YES ☐ NO

   If yes, are there areas of findings, concerns, or notes to be revisited at this time?
   ☐ YES ☐ NO ☐ N/A

7. The occupant must remain in the home for 5 years. What date was the agreement executed?
   _____

8. The following information will be used to determine whether or not the subrecipient is in compliance with the applicable year income limit schedule:
   Household Size: _____
   Household income, as calculated by the program: _____
   HUD-published income limit for this household size: _____
   Date the eligibility determination was made: _____
   Date the HUD income limits were applied: _____

ON SITE VISIT

1. Is there visible proof that the subrecipient has made the property assisted with CDBG-DR funds their principle residence? ☐ YES ☐ NO

2. Is the subrecipient meeting the terms of the agreement with the City of Tuscaloosa and HUD regulations? ☐ YES ☐ NO
   a. Discuss the strengths and weaknesses associated with this.

3. Do any follow-up measures need to be taken by the guarantee and/ or the recipient as a result of this monitoring review? ☐ YES ☐ NO
   a. Denote a schedule for implementing corrective actions or making improvements.

By signing this document, I attest that this site visit was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or recipient were answered to satisfaction. I also attest that any concerns of findings related to the project were explained to the recipient and corrective action shall be explained to the recipient.

Signature	Date
Recipient Printed Name	Date
Address	Phone
Email	
Project Monitor	Date

CLOSE OUT

1. Is the project ready to close? ☐ YES ☐ NO ☐ N/A
   - If not, skip to the conclusions section.

2. Was the agreement broken which resulted in suspension or termination? ☐ YES ☐ NO ☐ N/A
   - If yes, please explain:

     _____

     _____

CONCLUSIONS

Explain any findings and /or concerns and specify corrective actions that the subrecipient must undertake in order to resolve the issues. Also, specify a timeline for corrections and /or improvement.

_____ _____

Project Monitor Date

LOAN MONITORING STEPS	
The Process	
STEP 1:	Explain the monitoring compliance process in the executed agreement and award check close-out.
STEP 2:	Email and/or mail the awardee the monitoring things to do and required documentation.
STEP 3:	Monitor the awardee within four (4) months from the executed agreement date.
STEP 4:	Send monitoring visit letter at least two (2) weeks before the monitoring visit to alert the awardee of the compliance expectations.
STEP 5:	Fulfill monitoring checklist during time of visit.
STEP 6:	Once the visit is fulfilled, send a monitoring follow-up letter explaining the findings or concerns and to inform them of their compliance status.

Updated: 8/11/2016

SMALL BUSINESS REVITALIZATION LOAN MONITORING CHECKLIST
CITY OF TUSCALOOSA
COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY

Recipient: _____ Date: _____

Business Address: _____

Monitor: _____

(Please make detailed notes for each question. This will make the record keeping process much easier.)

IN OFFICE MONITORING

1. What National Objective is this project meeting? (24 CFR 570.208)

Benefit Low to Moderate Income Persons
_____Low to Moderate Area Benefit
_____Limited Clientele Benefit
_____Low to Moderate Housing Benefit
_____Job Creation and/or Retention

Aid in the Prevention or Elimination of Slums or Blight
____on an Area Basis
____on a Spot Basis
____in an Urban Renewal Area

An Urgent Need
____Needs having a Particular Urgency

2. Which eligibility category does the project meet in accordance to federal regulations and this specific program's guidelines? (24 CFR 570.201-206)

_____Land and/or Building Acquisition

_____Land and/or Building Improvement

_____Machinery/Equipment Purchase and/or Installation

_____Leasehold Improvements

_____Working Capital

_____Inventory Purchase

_____Refinancing of Existing Debt

3. What is the total loan amount awarded? _____
   - What is the total number of proposed FTE jobs to be created and/or retained over the term of the agreement? _____
   - Of the total number of proposed FTE jobs to be created and/or retained, how many of those jobs are LMI? _____
   - What is the percentage of total funding that went to LMI jobs? _____

4. Is the proper Section 8 Household Income Schedule being utilized to document LMI eligibility? ___Yes ___No ___N/A (City requirement)

5. Did the job start according to the schedule in the agreement (i.e. 60 days after funding)?
   ___Yes ___No ___N/A

6. Does the business have an up-to-date business license?
   ___Yes ___No

7. Has the subrecipient submitted up-to-date insurance?
   ___Yes ___No
   If no, obtain at the site visit.

8. Will program income be generated from this loan?
   ___Yes ___No ___N/A

9. Has the subrecipient been previously monitored?
   ___Yes ___No ___N/A
   - If yes, are there areas of findings, concerns, comments or notes to be revisited at this time?
     ___Yes ___No ___N/A

10. What is the total number of no responses in this section? _____
    - If 1 or more, list any concerns that will be addressed at the on-site visit.

ON SITE VISIT

1. This portion will be specific to each business and their scope of services as listed in the agreement. For example, if the business borrowed the money for equipment purchase, we will ask for invoices showing where the equipment was purchased and a check written from the account with the loan money in it and a bank statement where the check cleared.

2. Is there evidence that FTE LMI jobs were made available to LMI persons (i.e. ads in newspapers, websites, flyers in window of the business, flyers in public places [grocery store, library])? ___Yes ___No
   Explain.

3. Using payroll records, what is the current number of FTE jobs created and/or retained? _____
   - Of the total number of FTE jobs created and/or retained, how many of those jobs are LMI? (Base LMI jobs on the HUD income limits for the appropriate year) _____
   - What is the percentage of total funding that went to LMI jobs? _____

   NOTE: Be sure to obtain copies of the most recent payroll records and any other appropriate documentation to ensure LMI job creation/retention.

4. Compare actual expenditures to planned expenditures. Make sure to look at the uses of the amount borrowed; refer to invoices to determine if they funds are being used for their intended purposes and how much of the funding has been expended. Make any notes below.

   Notes:

5. Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.
   ___Yes ___No

6. Review the subrecipient's files to ensure proper documentation is on site regarding LMI jobs, proper expenditure of CDBG-DR funds, etc. Make copies of the latest payroll records, invoices documenting expenditures of program funds thus far and any other scope of services that were included in the agreement.
   - Do the subrecipient's project files support the data that subrecipient has provided for the QPR in DRGR?
   ___Yes ___No

7. Does it seem that the subrecipient has kept applicable files since the beginning of the project and that the subrecipient is aware of and has sufficient documentation on file to determine the length of time such records need to be retained for monitoring (this should be part of the signed agreement on file)?
   ___Yes ___No

8. Note any discrepancies in invoices, vouchers, time records, etc. through the financial recording system.

9. Has the subrecipient used CDBG-DR funds to acquire, improve, and/or build?
   ___Yes ___No
   - If yes, does the building house business in which LMI employees work?
     ___Yes ___No

10. Has the subrecipient used CDBG-DR funds over $1,000 to purchase equipment?
    ___Yes ___No
    - If yes, does the subrecipient maintain documentation of the purchase of equipment including the title, serial numbers, etc.?
      ___Yes ___No

11. If the grant funds were used to purchase equipment or inventory, has a physical inventory been taken within the last two years and reconciled with inventory and/or equipment records?
    ___Yes ___No ___N/A

12. Has the subrecipient disposed of any equipment/property that was purchased with CDBG-DR funds within the last five years?
    ___Yes ___No ___N/A
    If YES,
    - Were the proceeds of the sale reported as program income?
      ___Yes ___No ___N/A
    - Was the program income returned to the City?
      ___Yes ___No ___N/A

13. Does the subrecipient have sufficient documentation to indicate that they provide equal employment opportunities (i.e. EEO flyer, documentation in employee personnel files, employee manual)?
___Yes ___No

14. Does the subrecipient have sufficient documentation to indicate that they employ a non-discrimination policy (i.e. non-discrimination flyer, documentation in employee personnel files, employee manual)?
___Yes ___No

15. Is the subrecipient meeting the terms of the agreement with the City of Tuscaloosa and HUD regulations? Discuss the strengths and weaknesses associated with this.

16. Do any follow-up measures need to be taken by the grantee and/or the subrecipient as a result of this monitoring review?
___Yes ___No

- Denote a schedule for implementing corrective actions or making improvements.

By signing this document, I attest that this site visit was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or subrecipient were answered to satisfaction. I also attest that any concerns of findings related to the project were explained to the subrecipient and corrective action shall be explained to the subrecipient.

_____ _____

Subrecipient Signature Date

Subrecipient Printed Name

Title

Address

Phone

Email

Project Monitor

Date

CLOSEOUT ____N/A (If the project is not ready to close, skip to the Conclusions section.)

1. What is the current number of FTE jobs created and/or retained? _____
   - Of the total number of FTE jobs created and/or retained, how many of those jobs are LMI? (Base LMI jobs on the HUD income limits for the appropriate year.)_____
   - What is the percentage of total funding that went to LMI jobs? _____
   - Is the LMI benefit documentation adequate (payroll records, etc.)?
     ___Yes ___No
   - Does a visual review of the operations of the business seem to confirm that the claimed number of LMI jobs actually exists?
     ___Yes ___No

2. Do the subrecipient's financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ___Yes ___No
   - If No, explain:

3. Did the project remain in compliance over the term of the loan agreement, which shall end one year from the date the agreement was executed between the subreceipient and City of Tuscaloosa?
   ___Yes ___No

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the subrecipient must undertake in order to resolve the issues. Also, specify a timeline for correction and/or improvement.

_____ _____

Project Monitor Date

Commercial Revolving Loan Monitoring Checklist

City of Tuscaloosa

Community Development Block Grant Disaster Recovery

Recipient: _____ Date: _____

Business Address: _____

Monitor: _____

(MONITOR: Please make detailed notes for each question as this will make the record keeping process much easier!)

IN OFFICE MONITORING

1. What National Objective is this project mee ting? (570.208)

   Benefit Low to Moderate Income Persons

   _____Low to Moderate Area Benefit

   _____Limited Clientele Benefit

   _____Low to Moderate Housing Benefit

   _____Job Creation and/or Retention

   Aid in the Prevention or Elimination of Slums or Blight

   ____on an Area Basis

   ____on a Spot Basis

   ____in an Urban Renewal Area

   An Urgent Need

   ____Needs having a Particular Urgency

2. Which eligibility category does the project meet in accordance to federal regulations and this specific program's guidelines? (570.201-206)

   _____Land and/or Building Acquisition

   _____Land and/or Building Improvement

   _____Machinery/Equipment Purchase and/or Installation

   _____Leasehold Improvements

   _____Working Capital

   _____Inventory Purchase

_____Refinancing of Existing Debt

3. What is the total loan amount awarded? _____
   - What is the total number of proposed FTE jobs to be created and/or retained over the term of the agreement? _____
   - Of the total number of proposed FTE jobs to be created and/or retained, how many of those jobs are LMI? _____
   - What is the percentage of total funding that went to LMI jobs? _____

4. Is the proper Section 8 Household Income Schedule being utilized to document LMI eligibility?
   ___Yes ___No ___N/A
   (City requirement)

5. Did the job start according to the schedule in the agreement (i.e. 90 days after funding)?
   ___Yes ___No ___N/A

6. Does the business have an up-to-date business license?
   ___Yes ___No

7. Has the subrecipient submitted up-to-date insurance?
   ___Yes ___No
   If no, obtain at the site visit.
   - Is the City of Tuscaloosa named as an insured party?
     ___Yes ___No ___N/A

8. Will program income be generated from this loan?
   ___Yes ___No ___N/A
   - Has program income already been received from the subrecipient?
     ___Yes ___No ___N/A
   - If yes, were the payments on time?
     ___Yes ___No ___N/A
   - What was the date, amount, and check number of the last payment?
     ___Date ___Amount ___Check Number ___N/A

9. Has the subrecipient been previously monitored?
   ___Yes ___No ___N/A
   - If yes, are there areas of findings, concerns, comments or notes to be revisited at this time?
   - ___Yes ___No ___N/A

10. What is the total number of no responses in this section? _____
    - If 1 or more, list any concerns that will be addressed at the on-site visit.

ON SITE VISIT

1. This portion will be specific to each business and their scope of services as listed in the agreement. For example, if the business borrowed the money for equipment purchase, we will ask for invoices showing where the equipment was purchased and a check written from the account with the loan money in it and a bank statement where the check cleared.

2. Is there evidence that FTE LMI jobs were made available to LMI persons (i.e. ads in newspapers, websites, flyers in window of the business, flyers in public places [grocery store, library])? ___Yes ___No
   Explain.

3. Using payroll records, what is the current number of FTE jobs created and/or retained?
   _____
   - Of the total number of FTE jobs created and/or retained, how many of those jobs are LMI? (Base LMI jobs on the HUD income limits for the appropriate year)_____
   - What is the percentage of total funding that went to LMI jobs? _____

   NOTE: Be sure to obtain copies of the most recent payroll records and any other appropriate documentation to ensure LMI job creation/retention.

4. Compare actual expenditures to planned expenditures. Make sure to look at the uses of the amount borrowed; refer to invoices to determine if they funds are being used for their intended purposes and how much of the funding has been expended. Make any notes below.

   Notes:

5. Are the subrecipient's files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.
   ___Yes ___No

6. Review the subrecipient's files to ensure proper documentation is on site regarding LMI jobs, proper expenditure of CDBG-DR funds, etc. Make copies of the latest payroll records, invoices documenting expenditures of program funds thus far and any other scope of services that were included in the agreement.
   - Do the subrecipient's project files support the data that subrecipient has provided for the QPR in DRGR?
     ___Yes ___No

7. Does it seem that the subrecipient has kept applicable files since the beginning of the project and that the subrecipient is aware of and has sufficient documentation on file to determine the length of time such records need to be retained for monitoring (this should be part of the signed agreement on file)?
   ___Yes ___No

8. Has an independent audit been performed?
   ___Yes ___No
   - If yes, have you received the latest audited or reviewed financial statements for the City's records?
     ___Yes ___No (if not, make copies while on site)
   - If no, what is the date of the next audit?
     Date_____

     NOTE: Be sure to obtain copies of any pertinent financial documents including income statements, payroll journals, receipts for items purchased with CDBG-DR funds, etc.

9. Note any discrepancies in invoices, vouchers, time records, etc. through the financial recording system.

10. Has the subrecipient used CDBG-DR funds over $25,000 to acquire, improve, and/or build?
___Yes ___No
    - If yes, does the building house business in which LMI employees work?
      ___Yes ___No

11. Has the subrecipient used CDBG-DR funds over $1,000 to purchase equipment?
___Yes ___No
    - If yes, does the subrecipient maintain documentation of the purchase of equipment including the title, serial numbers, etc.?
      ___Yes ___No

12. If the grant funds were used to purchase equipment or inventory, has a physical inventory been taken within the last two years and reconciled with inventory and/or equipment records?
___Yes ___No ___N/A

13. Has the subrecipient disposed of any equipment/property that was purchased with CDBG-DR funds within the last five years?
___Yes ___No ___N/A
    If YES,
    - Were the proceeds of the sale reported as program income?
      ___Yes ___No ___N/A
    - Was the program income returned to the City?
      ___Yes ___No ___N/A

14. Does the subrecipient have sufficient documentation to indicate that they provide equal employment opportunities (i.e. EEO flyer, documentation in employee personnel files, employee manual)?
___Yes ___No

15. Does the subrecipient have sufficient documentation to indicate that they employ a non-discrimination policy (i.e. non-discrimination flyer, documentation in employee personnel files, employee manual)?
___Yes ___No

16. Is the subrecipient meeting the terms of the agreement with the City of Tuscaloosa and HUD regulations? Discuss the strengths and weaknesses associated with this.

17. Do any follow-up measures need to be taken by the grantee and/or the subrecipient as a result of this monitoring review?
___Yes ___No

- Denote a schedule for implementing corrective actions or making improvements.

By signing this document, I attest that this site visit was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or subrecipient were answered to satisfaction. I also attest that any concerns of findings related to the project were explained to the subrecipient and corrective action shall be explained to the subrecipient.

Subrecipient Signature	Date
Subrecipient Printed Name	Title
Address	Phone
Email	
Project Monitor	Date

CLOSEOUT ____N/A (If the project is not ready to close, skip to the Conclusions section.)

1. What is the current number of FTE jobs created and/or retained? _____
   - Of the total number of FTE jobs created and/or retained, how many of those jobs are LMI? (Base LMI jobs on the HUD income limits for the appropriate year.)_____
   - What is the percentage of total funding that went to LMI jobs? _____
   - Is the LMI benefit documentation adequate (payroll records, etc.)? ___Yes ___No
   - Does a visual review of the operations of the business seem to confirm that the claimed number of LMI jobs actually exists? ___Yes ___No

2. Have all payments on the loan been submitted back to the City as program income?
   ___Yes ___No
   Do the subrecipient's records show all payments?
   ___Yes ___No

3. Do the subrecipient's financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ___Yes ___No
   - If No, explain:

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the subrecipient must undertake in order to resolve the issues. Also, specify a timeline for correction and/or improvement.

Project Monitor

Date

COMMUNITY DEVELOPMENT CONSTRUCTION PROJECT CHECKLIST

		Date	Initials
___	Environmental Review Completed	_____	_____
___	Request for Proposals to Engineers/Architects	_____	_____
___	Resolution Awarding Eng./Arch. Contract	_____	_____
___	Wage Rate Determination: #_____	_____	_____
___	Project Specifications Completed	_____	_____
___	Adv. for Bids Published/Request for Price Quotes	_____	_____
___	Bids or Price Quotations Opened	_____	_____
___	Prime Contractor Checked Against Debarred List	_____	_____
___	Subcontractors Checked Against Debarred List	_____	_____
___	Resolution Awarding Construction Contract	_____	_____
___	Contractor: _____ Contract Amount: _____		
___	Notice of Award Issued	_____	_____
___	Bid Bonds Returned/Other Bidders	_____	_____
___	Pre-Construction Conference Held	_____	_____
___	Bonds & Insurance Checked by Legal Dept.	_____	_____
___	Construction Contract Signed	_____	_____
___	Contractor's Bid Bond Returned	_____	_____
___	Notice to Proceed Issued	_____	_____
___	Contract Length/Completion Date	_____ / _____	
___	Public Notice of Project Completion	_____	_____
___	Contractor's Release of Liens Received	_____	_____
___	Final Payment Made to Contractor	_____	_____

INFRASTRUCTURE MONITORING STEPS	
The Process	
STEP 1:	Email and/or mail the contractor the monitoring expectations and required documentation.
STEP 2:	Monitor the contractor within six (6) months from the project start-up date.
STEP 3:	Send monitoring visit letter or email at least two (2) weeks before the monitoring visit to alert the contractor of the compliance expectations.
STEP 4:	Fulfill monitoring checklist during time of visit.
STEP 5:	Once the visit is fulfilled, send a monitoring follow-up letter explaining the findings or concerns and to inform them of their compliance status.

Updated: 8/11/2016

INFRASTRUCTURE MONITORING VISIT REQUIREMENTS

SAM.GOV/ DUNS # REGISTRATION

Each (sub)contractor needs to be registered in the SAM.GOV system. It requires each sub to also be registered for DUNS and Bradstreet. If the contractors are not registered, we will hold pay requests. Being registered in the system is a requirement. Click the link to register for SAM.GOV: https://www.sam.gov/portal/SAM/?portal:componentId=9615a076-c195-44d7-9bf4-ff1d3d101e6c&interactionstate=JBPNS_rO0ABXc0ABBfanNmQnJpZGdlVmlld0lkAAAAAQATL2pzZi9uYXZpZ2F0aW9uLmpzcAAHX19FT0ZfXw**&portal:type=action##11. Click the link to register for DUNS and BRADSTREET: https://www.dandb.com/free-duns-number/.

MONITORING VISITS

Monitoring visits will be conducted multiple times during the construction phase of the project. I will contact you when it is time to conduct a visit. My goal is to monitor you every six (6) months after the initial visit. If the project's duration is less than a year, there will be at least two visits conducted. If you are non-compliant there is a possibility that your visit will be scheduled sooner. Once the project is complete, we will conduct a CLOSEOUT visit.

EMPLOYEE INTERVIEWS

Employee interviews will be conducted at random times of the workday. The interviews are conducted to ensure that workers are being paid properly for the type of work that is being performed. Employees MUST be available to be interviewed at any time. The interviews are confidential and will be conducted individually and privately.

CERTIFIED PAYROLLS

The HUD Payroll form WH-347 (certified payrolls) are to be submitted weekly. The form will be used as a part of the reporting process and in some cases it is used for reimbursement. Please ensure that each contractor/sub submits certified payrolls. If no work is being performed, please submit a payroll that states that. Make sure each payroll is filled out in its entirety and is numbered properly. The first payroll must state "INITIAL" along with the number 1. When the construction phase is coming to an end, please ensure that each final payroll that is submitted states that it is the "FINAL" payroll.

DEDUCTION FORMS

Here is the link to the "Other" Deductions form: https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&ved=0ahUKEwjH-JHK2JjNAhUGOSYKHesQAWwQFggcMAA&url=http%3A%2F%2Fadeca.alabama.gov%2FDivisions%2Fced%2Fcdp%2FCDBG%2520Documents%2FOther%2520Deductions%2520Authorization.doc&usg=AFQjCNGkpw-ETfV1qzW3_WOjdMTqFrFNfg&bvm=bv.124088155,d.eWE. "Other" Deductions authorizations are typically to be submitted with the first payroll that is submitted, which will justify the deductions that are taken out of each employee's check throughout the project's duration. "Other" Deductions are all dedications that are deducted except taxes and those required by court (child support and etc.) I attached a document that better explains the difference between permissible payrolls, which are payroll that are not required to be documented AND "other", which are to be documented and authorization from each employee. If you look on the attached WH-347 payroll form, on page one, section 8 under deductions, you will see where "other" is stored. If you have a sub that does not have "other" deductions, the form is not required. If you do, it is.

AUTHORIZED PAYROLL DESIGNEE FORMS

Please see the attached Payroll Signature Authorization form. It is to be filled out in its entirety.

WAGE AND EEO POSTINGS

During the construction of the project you are REQUIRED to post a variety of postings. The postings can be posted on a wall, billboard, or any other visible location on the construction site. It is important that the postings are easily accessible to your workers. Here is a list of postings, including their links:

WAGE DETERMINATION

Determination Type: _____ (Publication Date: _____)

FEDERAL POSTING REQUIREMENTS

Equal Employment Opportunity: http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf
Fair Labor Standards Act (FLSA): http://www.dol.gov/whd/regs/compliance/posters/minwage.pdf
Family Medical Leave Act (FMLA): http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf
Occupational Safety and Health Act: http://www.osha.gov/publications/osha3165.pdf
Uniform Services Employment and Reemployment Rights Act:
http://www.dol.gov/vets/programs/userra/userra_federal.pdf

STATE POSTING REQUIREMENTS

Alabama Child Labor Law: http://www.alalabor.state.al.us/posters/child_labor_law_poster_09.pdf
Alabama Workers' Compensation Act: http://dir.alabama.gov/docs/posters/wc_information.pdf
Alabama Unemployment Compensation Fraud: https://labor.alabama.gov/docs/posters/uc_fraudposter.pdf
Employee Polygraph Protection Act: http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf
Employee Rights for Workers with Disabilities Paid at Special Minimum Wages:
http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

DAVIS BACON POSTINGS

http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf
http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf
http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

E-VERIFY (IF APPLICABLE)

http://www.careersatwellpoint.com/everify_notice.pdf

If you should have any question regarding the attached documentation or a future monitoring visit, please contact Demi Lewis at 205-248-5700.

Demitria Everson

Subject: INFRASTRUCTURE MONITORING VISIT TO DOS

Hi [Name],

I am writing you in regards of the monitoring process for the [name of project] project. Throughout the construction process there are a few things that I need you to do to ensure that you comply with all regulations and requirements of the City. Here are a few requests:

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WAGE DETERMINATION
Determination Type: _____ (Publication Date: _____)

FEDERAL POSTING REQUIREMENTS
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Fair Labor Standards Act (FLSA): http://www.dol.gov/whd/regs/compliance/posters/minwage.pdf
Family Medical Leave Act (FMLA): http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf
Occupational Safety and Health Act: http://www.osha.gov/publications/osha3165.pdf
Uniform Services Employment and Reemployment Rights Act:
http://www.dol.gov/vets/programs/userra/userra_federal.pdf

STATE POSTING REQUIREMENTS
Alabama Child Labor Law: http://www.alalabor.state.al.us/posters/child_labor_law_poster_09.pdf
Alabama Workers' Compensation Act: http://dir.alabama.gov/docs/posters/wc_information.pdf
Alabama Unemployment Compensation Fraud: https://labor.alabama.gov/docs/posters/uc_fraudposter.pdf
Employee Polygraph Protection Act: http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf
Employee Rights for Workers with Disabilities Paid at Special Minimum Wages:
http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

DAVIS BACON POSTINGS
http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf
http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf
http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

E-VERIFY (IF APPLICABLE)
http://www.careersatwellpoint.com/everify_notice.pdf

Understand that my goal is not to catch you making mistakes, but it is to ensure that you are in compliance. I will be informative throughout the monitoring process, so the process will go as smooth as possible. If you have any questions or concerns, please do not hesitate to email me or give me a call.

Thank you!

Demi Lewis
Federal Programs Compliance Officer
Office of Resilience and Innovation
City of Tuscaloosa
Office: 205-248-5700
Cell: 205-534-0374

The opinions expressed therein are my own and do not necessarily represent those of the City of Tuscaloosa. This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

CDBG-DR INFRASTRUCTURE MONITORING CHECKLIST
CITY OF TUSCALOOSA

Project Name: _____ Date: _____

Project Address: _____

Monitor: _____

IN OFFICE MONITORING

1. Provide the project's basic information

   Project Owner: _____

   _____

   Contractor: _____

   _____

   Contract Amount: _____

   Contract Length: _____

   Total Budget: _____

2. What national objective is this project meeting? (570.208):

   Benefit low to moderate income persons
   _____ Low to moderate area benefit
   _____ Limited clientele benefit
   _____ Low to moderate housing benefit
   _____ Job creation and/or retention

   Aid in the prevention of elimination of slums of blight
   _____ On an area basis
   _____ On a spot basis
   _____ In an urban renewal area

   An urgent need
   ____ Needs having a particular agency

3. Which eligible activity does the project meet in accordance to federal regulations and the program's specific guidelines? (24 CFR 570.201)

____ Land and/or Building Acquisition
____ Disposition
____ Public facilities and improvements
____ Clearance and remediation
____ Public services
____ Interim assistance
____ Payment of non-Federal share
____ Urban renewal completion
____ Relocation
____ Loss of rental income
____ Housing services
____ Privately owned utilities
____ Construction of housing
____ Homeownership assistance
____ Technical assistance
____ Assistance to institutions of higher education

4. Has the project been previously monitored? ____YES ____NO
If so, when? _____

5. Were there sources of funding other than CDBG-DR funds? ____YES ____NO
   - If so, list the source and amount:

_____
_____
_____
_____
_____
_____
_____

6. Is there evidence that funds other than CDBG-DR funds were used first? ____YES ____NO
(Provide documentation.)

7. If any tenants or owners were required to relocate permanently or temporarily due to an activity, were 24 CFR 570.606 and the Uniform Relocation Requirements followed?
____YES ____NO ____ N/A

8. Were the environmental requirements at Part 58 met?
____YES ____NO ____ N/A

Construction Date Timeline	
Description	Date
Projection Completion (if unknown, perspective)	
Request for Proposals to Engineers/ Architects	
Project Commitment through other source, which: _____	
Resolution Awarding Engineer/Architect Contract	
Notice of Award Issued	
Bid Bonds Returned/ Other Bidders	
Pre-Construction Conference	
Bonds & Insurance	
Construction Contract Signed	
Contractor's Bid Bond Returned	

ON SITE VISIT

1. List of Subcontractor(s): (include DUNS # and state whether the contractor is a minority or woman owned business)

   _____

   _____

   _____

   _____

   _____

2. Is the contract on file at the subrecipient's site? ____YES ____NO ____ N/A

3. Is there a copy of the contract between the subcontractor and the contractor on file at both the contractor's office and subrecipient's office? ____YES ____NO ____ N/A

4. Is the project located in an area that consists of mostly residential properties?
   ____YES ____NO ____ N/A

5. Are fees charged to the public for the use of the facility? ____YES ____NO ____ N/A
   - If yes, for what? _____
   - How much? _____

6. Is the amount so expensive that it prevents a low to moderate individual from using the facility's services? ____YES ____NO ____ N/A

7. Is the program participant meeting the terms of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

CONSTRUCTION ADMINISTRATION

1. If the project is a:
   Roadway project, what number of linear feet are completed? _____
   Building project, what percent of the project is complete? _____

2. Were Davis Bacon posters and wage rates posted at the construction site?
   ____YES ____NO ____ N/A

3. Were the fair labor standards applied?
   ____YES ____NO ____ N/A

4. Has the subrecipient been submitting pertinent payroll records, invoices and all other information that the City requests in a timely manner?
   ____YES ____NO ____ N/A

5. Were applicable Davis-Bacon wage rates and laws reflected accurately on the payrolls?
   ____YES ____NO ____ N/A

6. When was the latest payroll received? _____

7. Were there any change orders? (Provide documentation.)
   ____YES ____NO ____ N/A

8. If applicable, is there documentation to support compliance with the lead hazards requirements of 24 CFR Part 35? ____YES ____NO ____ N/A

9. Were Section 3 requirements met? [24 CFR 135 to determine applicability.]
   ____YES ____NO ____ N/A

10. When was the public notice of the project completion issued?
    _____

11. When was the contractor's release of liens, asbestos, and roofing certification received?
    _____

RECORDKEEPING

1. Does the contractor have a copy of the agreement with the City on file at the developer site?
   ____YES ____NO ____ N/A

2. Does the contractors/developers contract to ensure the appropriate standards have been passed from the developer to the contractors, then to the subcontractor?
   ____YES ____NO ____ N/A

3. Has the participant maintained sufficient records that will indicate to HUD that they are complying with the rules in regulations?
   ____YES ____NO ____ N/A

By signing this document, I attest that this on-site visit or meeting was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or recipient were answered to satisfaction. I also attest that any concerns or findings related to the project were explained to the recipient and corrective action shall be explained to the recipient.

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Project Monitor	Date

CLOSEOUT _____ N/A (if the project is not ready to close, skip to the Conclusions section.)

1. Was the project completed in a timely manner?
   ____YES ____NO ____ N/A

2. Is the project meeting the term of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

3. Has a final drawdown been disbursed for the project?
   ____YES ____NO ____ N/A

4. Did the project remain in compliance over the term of the agreement, which was executed between the _____ and the City of Tuscaloosa?
   ____YES ____NO ____ N/A

5. Do the financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ____YES ____NO ____ N/A

If no, explain: _____
_____
_____
_____

6. Have final inspections been conducted?
   ____YES ____NO ____ N/A

7. Was the final payment made to contractor?
   ____YES ____NO ____ N/A

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the project must undertake in order to resolve the issues. Also, specify a timeline for corrections and/or improvements.

_____ _____

Project Monitor Date

CDBG-DR INFRASTRUCTURE MONITORING CHECKLIST
CITY OF TUSCALOOSA

Project Name: _____ Date: _____

Project Address: _____

Monitor: _____

IN OFFICE MONITORING

1. Provide the project's basic information

   Project Owner: _____

   Construction Manager: _____

   Contract Amount: _____

   Contract Length: _____

   Total Budget: _____

2. What national objective is this project meeting? (570.208):

   Benefit low to moderate income persons
   _____ Low to moderate area benefit
   _____ Limited clientele benefit
   _____ Low to moderate housing benefit
   _____ Job creation and/or retention

   Aid in the prevention of elimination of slums of blight
   _____ On an area basis
   _____ On a spot basis
   _____ In an urban renewal area

   An urgent need
   ____ Needs having a particular agency

3. Which eligible activity does the project meet in accordance to federal regulations and the program's specific guidelines? (24 CFR 570.201)

   ____ Land and/or Building Acquisition
   ____ Disposition

____ Public facilities and improvements
____ Clearance and remediation
____ Public services
____ Interim assistance
____ Payment of non-Federal share
____ Urban renewal completion
____ Relocation
____ Loss of rental income
____ Housing services
____ Privately owned utilities
____ Construction of housing
____ Homeownership assistance
____ Technical assistance
____ Assistance to institutions of higher education

4. Has the project been previously monitored? ____YES ____NO
If so, when? _____

5. Were there sources of funding other than CDBG-DR funds? ____YES ____NO
   - If so, list the source and amount:

_____
_____
_____
_____
_____
_____
_____

6. Is there evidence that funds other than CDBG-DR funds were used first? ____YES ____NO
(Provide documentation.)

7. If any tenants or owners were required to relocate permanently or temporarily due to an activity, were 24 CFR 570.606 and the Uniform Relocation Requirements followed?
____YES ____NO ____ N/A

8. Were the environmental requirements at Part 58 met?
____YES ____NO ____ N/A

Construction Date Timeline	
Description	Date
Projection Completion (if unknown, perspective)	
Request for Proposals to Engineers/ Architects	

Project Commitment through other source, which: _____	
Resolution Awarding Engineer/Architect Contract	
Notice of Award Issued	
Bid Bonds Returned/ Other Bidders	
Pre-Construction Conference	
Bonds & Insurance	
Construction Contract Signed	
Contractor's Bid Bond Returned	

ON SITE VISIT

1. List of trade contractor(s): (include DUNS # and state whether the contractor is a minority or woman owned business)

   _____

   _____

   _____

   _____

   _____

2. Is the contract on file at the subrecipient's site? ____YES ____NO ____ N/A

3. Is there a copy of the contract between the subcontractor and the contractor on file at both the contractor's office and subrecipient's office? ____YES ____NO ____ N/A

4. Is the project located in an area that consists of mostly residential properties?
   ____YES ____NO ____ N/A

5. Are fees charged to the public for the use of the facility? ____YES ____NO ____ N/A
   - If yes, for what?

     _____
   - How much?

     _____

6. Is the amount so expensive that it prevents a low to moderate individual from using the facility's services? ____YES ____NO ____ N/A

7. Is the program participant meeting the terms of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

CONSTRUCTION ADMINISTRATION

1. If the project is a:
   Roadway project, what number of linear feet are completed? _____
   Building project, what percent of the project is complete? _____

2. Were Davis Bacon posters and wage rates posted at the construction site?
   ____YES ____NO ____ N/A

3. Were the fair labor standards applied?
   ____YES ____NO ____ N/A

4. Has the subrecipient been submitting pertinent payroll records, invoices and all other information that the City requests in a timely manner?
   ____YES ____NO ____ N/A

5. Were applicable Davis-Bacon wage rates and laws reflected accurately on the payrolls?
   ____YES ____NO ____ N/A

6. When was the latest payroll received? _____

7. Were there any change orders? (Provide documentation.)
   ____YES ____NO ____ N/A

8. If applicable, is there documentation to support compliance with the lead hazards requirements of 24 CFR Part 35? ____YES ____NO ____ N/A

9. Were Section 3 requirements met? [24 CFR 135 to determine applicability.]
   ____YES ____NO ____ N/A

10. When was the public notice of the project completion issued? _____

11. When was the contractor's release of liens, asbestos, and roofing certification received?
    _____

RECORDKEEPING

1. Does the contractor have a copy of the agreement with the City on file at the developer site?
   ____YES ____NO ____ N/A

2. Does the contractors/developers contract to ensure the appropriate standards have been passed from the developer to the contractors, then to the subcontractor?
   ____YES ____NO ____ N/A

3. Has the participant maintained sufficient records that will indicate to HUD that they are complying with the rules in regulations?
   ____YES ____NO ____ N/A

By signing this document, I attest that this on-site visit or meeting was conducted, all documentation pertaining to this project was made available for viewing and further use if needed, and that any and all questions that were required of either the monitor or recipient were answered to satisfaction. I also attest that any concerns or findings related to the project were explained to the recipient and corrective action shall be explained to the recipient.

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Signature	Date
Recipient Printed Name and Title	Date
Address	Phone
Email	

Project Monitor	Date

CLOSE OUT _____ N/A (if the project is not ready to close, skip to the Conclusions section.)

1. Was the project completed in a timely manner?
   ____YES ____NO ____ N/A

2. Is the project meeting the term of agreement with the City of Tuscaloosa and HUD regulations? ____YES ____NO ____ N/A

3. Has a final drawdown been disbursed for the project?
   ____YES ____NO ____ N/A

4. Did the project remain in compliance over the term of the agreement, which was executed between the _____ and the City of Tuscaloosa?
   ____YES ____NO ____ N/A

5. Do the financial records align with the City's records in regard to CDBG-DR funding? (I.e. correct amounts, correct usage, etc.?)
   ____YES ____NO ____ N/A

If no, explain: _____
_____
_____
_____

6. Have final inspections been conducted?
   ____YES ____NO ____ N/A

7. Was the final payment made to contractor?
   ____YES ____NO ____ N/A

CONCLUSIONS

Explain any findings and/or concerns and specify corrective actions that the project must undertake in order to resolve the issues. Also, specify a timeline for corrections and/or improvements.

_____ _____

Project Monitor Date

PROCUREMENT CHECKLIST

FOR SMALL PURCHASES:

Documentation of items to be purchased

Documentation of quotations (if applicable)

Clearance of Vendor

Documentation of selection and cost

Executed contact/purchase order

FOR PROFESSIONAL SERVICES:

Copy of Request for Proposal (RFP) or Request for Qualifications (RFQ) and any addendums

Proof of publication (in Tuscaloosa News or State-wide dependent on type of project)

Request posted to City website (and addendums if applicable)

Copies of Proposals

Copies of RFP/RFQ evaluation sheets

Clearance of professional service provider (debarment, etc.)

Letter of recommendation (if applicable)

City Council Resolution selecting professional service provider

Executed professional services contract and any addendums

FOR COMPETITIVE SEALED BIDS:

Proof of publication (in Tuscaloosa News or State-wide dependent on type of project) and any addendums

Request posted to City website (and addendums if applicable)

Solicitation list (if applicable)

Federal Wage Rates

Minutes/sign-in sheet etc. of pre-bid conference

Copy of bid opening minutes (if applicable)

Certified bid tab

Clearance of contractor (debarment, etc.)

Letter of recommendation

City Council Resolution selecting contractor

List of subcontractors and debarment clearance

Copies of all bid documents (including Tuscaloosa Builds minority participation forms)

Executed contract with bid required bonds and any addendums

Minutes of Pre-Construction conference (if applicable)

Notice to Proceed

CONSTRUCTION PROJECT INFORMATION AND CHECKLIST

Project Name: _____

Property Address: _____

ORI City Law Number(s): _____

OCA City Law Number(s): _____

Federal Agency Project Number: _____

Grant Number: _____

City Owned Project: Y/N

Subrecipient/Contractor Agreement: Y/N

SUBRECIPIENT/CONTRACTOR INFORMATION

Subrecipient Name: _____

Subrecipient DUNS: _____

Contract Amount: _____

Architect Name: _____

Architect DUNS: _____

Contract Amount: _____

Engineer Name: _____

Engineer DUNS: _____

Contract Amount: _____

Contractor Name: _____

Contractor DUNS: _____

Contract Amount: _____

National Objective Met: LMI Area Benefit/LMI Housing/Urgent Need/Slum and Blight

If LMI National Objective, Census Tract (s) and Block Group (s) [Information generally documented and printed from DRGR. If so, print and attach to this document. If not, list identified census tract(s) and block group(s) below]:

Use this table to determine whether the entity to be funded is on the debarred list. Under entity type, identify whether the entity to be funded is a subrecipient, developer, architect, engineer, prime contractor, or subcontractor. Under debarred status, active means that the entity is not on the debarred list while not active or exclusions means that there are issues with the entity and the City cannot fund the entity.

Entity Type	Entity Name	DUNS Number	Debarred Status

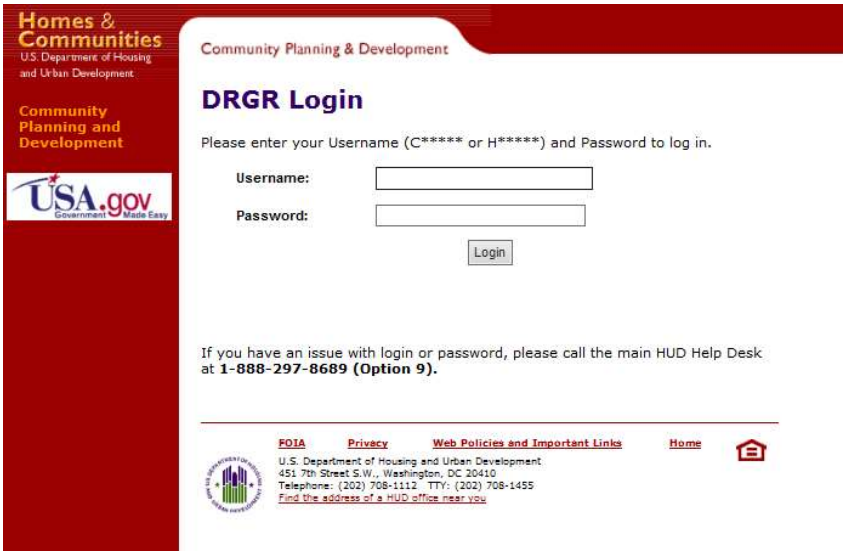
COMPLETED	TASK	Notes	INITIALS
	Environmental Review Completed		
	RFP for Engineers/Architect		
	Resolution Awarding Eng./Arch.		
	Purchase Order Issued (If applicable)		
	Project Specifications Completed		
	Wage Rate Determination #:_____		
	Advertisement for Bids/Requests for Price Quotes Published		
	Pre-bid Conference (if required)		
	Bids or Price Quotations Opened		
	Prime Contractor Checked Against Debarred List		
	Subcontractors Checked Against Debarred List		
	Resolution Awarding Construction Contract		
	Purchase Order Issued (If Applicable)		
	Notice of Award Issued		
	Bid Bonds Returned		
	Pre-Construction Conference (If required)		
	Bonds and Insurance Checked by Legal Dept.		
	Construction Contract Signed		
	Bid Bond Returned		
	Notice to Proceed Issued		
	Contract Length and Anticipated Completion Date		
	Notice of Completion Published		
	Contractor's Release of Liens Received		
	Final Payment Made to Contractor		

How to setup a budget

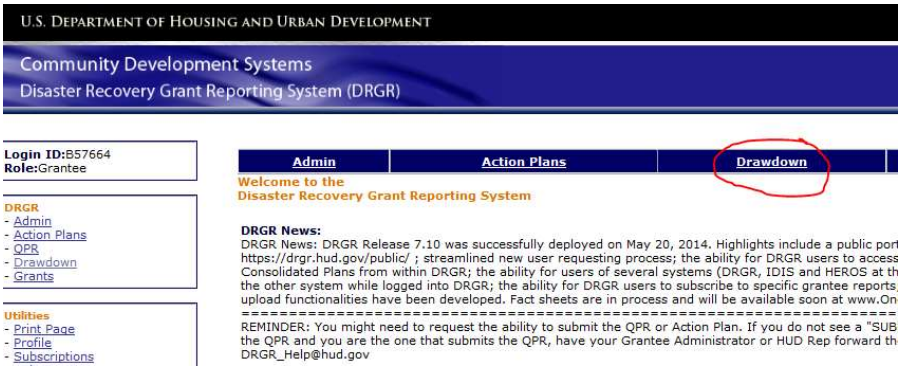
- When the City of Tuscaloosa desires to enter into an agreement with HUD or ADECA, council has to approve the application for funding as well as approve the Mayor to execute an agreement for the funding.
- A project budget can be setup once:
    - Council approved Resolution is established
    - The grant agreement is fully executed
- Once those documents are obtained, a "Budget Change Request" can then be submitted to the Accounting Manager in the Finance Department
    - Open the "Budget Change Request" spreadsheet located in the IC share drive.
        - Enter your name into the "From" box
        - Enter the Accounting Manager's name in the "To" box
        - Check the box "to create GL accounts per City Council Resolutions"
        - Enter the Grant source into the "Proj" box (i.e. CDBG-DR 1)
        - Enter all account numbers into the respected rows/columns below for the grant's budget along with account names on the right side.
        - In the "Notes" section, type in any comments you have for this budget setup
        - Save a copy of this document
        - Send this document via email to the Accounting Manager, along with the council approved resolution and executed grant agreement
        - The Accounting Manager will then setup the budget in the MUNIS accounting system
    - A project budget can be **CHANGED** by:
        - Council approved Resolution is established amending the budget
        - An amendment to the grant agreement being fully executed
        - Increase/Decrease budgets within the "Budget Change Request" document according to the amended budget.
        - Resubmit new resolution, amended fully executed grant award and new "Budget Change Request" to the Accounting Manager in the Finance Department
        - The Accounting Manager will then make the changes to the budget in the MUNIS accounting system.

How to do a drawdown

- The Federal Programs Financial Manager keeps a copy of all invoices in a folder specifically for each CDBG-DR grant
- The Federal Programs Financial Technician will give the Financial Manager copies of the checks once the invoice has been paid.
- The Federal Programs Financial Manager or Technician has the "Draw Request" or "Draw Approval" role in the DRGR system.
- An CDBG-DR expenditure tracking spreadsheet is kept and updated bi-weekly which records all expenditures within each specific project, whether or not the expense has been drawn down, and if it has which associated revenue account it was placed into once drawn.
- When a drawdown of funds is ready to be made, the following steps are taken:
    - Open Internet Explorer to www.google.com
    - Type in "DRGR login" and click on the link. It will bring you to this page

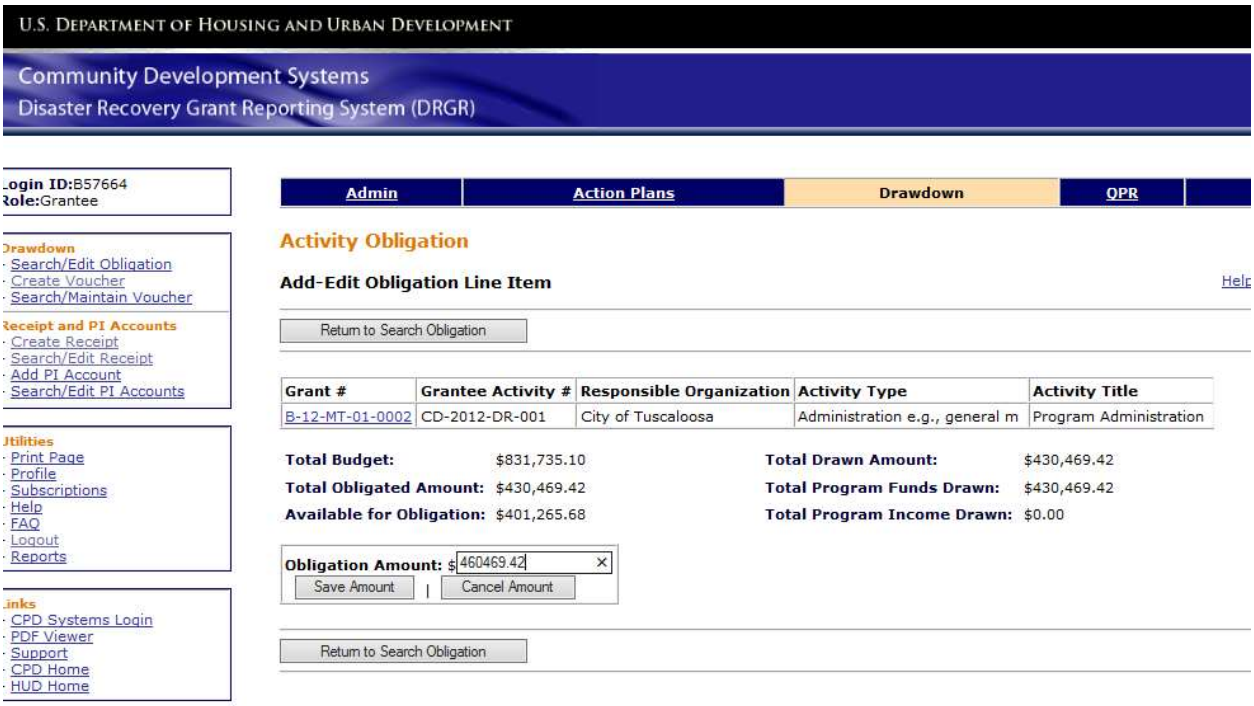


    - Enter your username and password, click login
    - Click "Drawdown" at the top of the screen

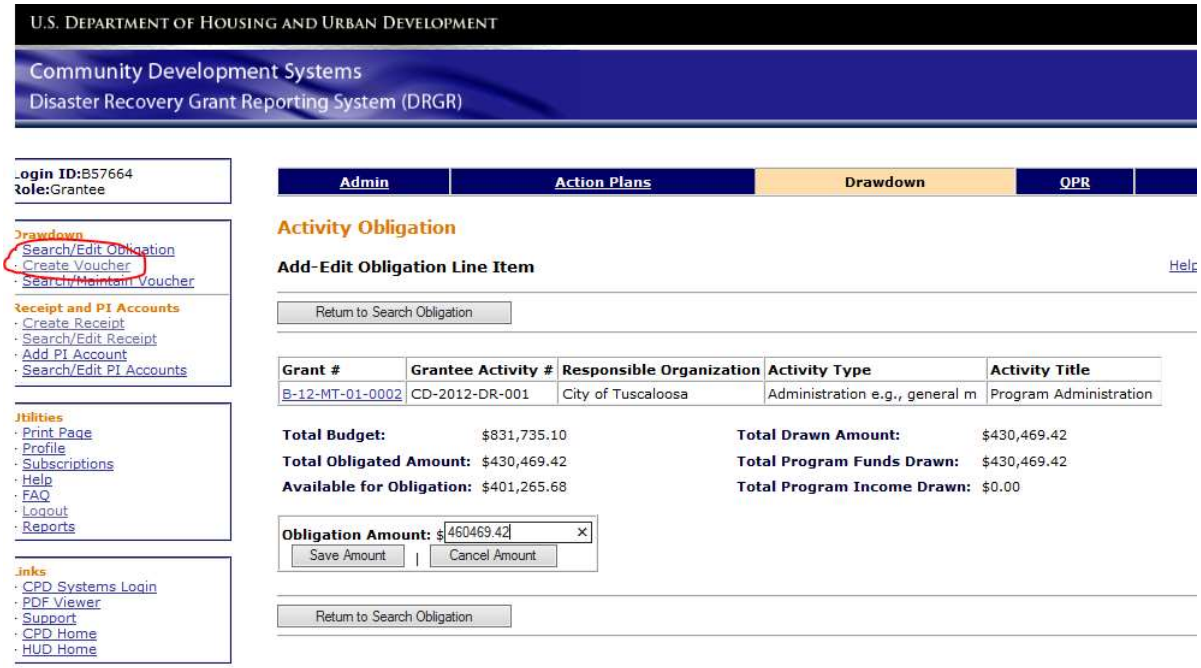


    - You will then need to "Obligate" the funds by selecting the grant number from the drop down, and clicking search
    - Click "Maintain" on the right side next to the project you are obligating funds under.
    - You will then replace the "Obligation Amount" in the box by increasing it the amount of total invoices for that specific project we are requesting

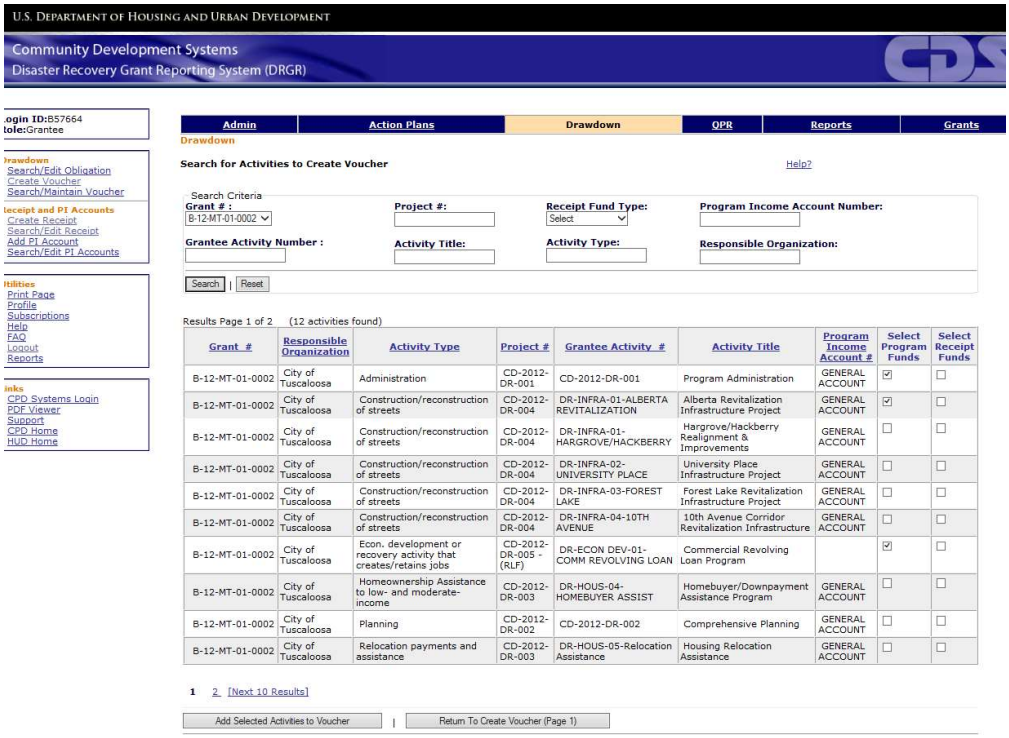
- For Example, we have 3 invoices from our Planning and Admin Engineer that total $30,000 together. You would increase the total obligated amount by $30,000 and click “Save Amount”



- Do this for all of the projects you will be requesting reimbursement for in the drawdown
- Once all the funds have been obligated, click “Create Voucher” underneath Drawdown on the left side of the screen



- Click “Add More Activities”
- Select the “Grant #” from the drop down and click “Search”
- This will bring up all the projects within that grant. Click the box next to all the projects you have obligated funds underneath “Select Program Funds” and click “Add Selected Activities to Voucher”



- This will start the process of creating your voucher and will bring you to a screen where all the projects you selected will sit, click "Continue"
- This will bring you to page 2 of 4 in creating your voucher
- The obligated amounts for each project will show up in the "Available Amount" section. If it is correct for that project, type the amount again in the "Drawdown Amount" column next to the project.
- Click update "Available Amount". This will zero out the "Available Amount" column and put all balances in the "Drawdown Amount" column.
- Click "Submit Voucher"
- This will bring you to Page 3 of 4.
- Make sure all of your projects are listed, they have the right totals, and that your overall voucher total that you are requesting for reimbursement is correct with your records.
- Type in the "Voucher Comments" section a little note on each invoice you are requesting
    - i.e. Walker Associates Inc. invoice #12-101.50.005 (check #235520, 9/22/14) in the amount of $89.38 for the administrative expenses for the subcontractors Schneider Historic Preservation and Dale Fritz & Associates, Inc.
- Attach a copy of each invoice with proof of payment underneath the "Supporting Documents" section
- Click "Confirm Voucher"
- This will bring you to page 4 of 4, which will tell you that you have "Successfully Created" your voucher
- Print 2 pdf copies of the voucher
- Add the voucher number to your voucher spreadsheet
- Move all expenses out of the "not reimbursed" column to specific revenue accounts underneath the tracking spreadsheet
- Email the Finance Department letting them know a wire transfer will be here within 3-5 business days and the specific accounts it should be placed in
- Internal Voucher along with the DRGR drawdown voucher is given to the Community Development Program Manager for Review
    - All invoices and proofs of payment are pulled from her file and matched with the drawdown
- Once review is complete the "Drawdown Approver" approves the drawdown in the DRGR system.

- The Director of Recovery Operations reviews all of the documents and signs off on the Internal Voucher
- The Internal Voucher, completed drawdown voucher, and invoices with proof of payment are scanned into out CityLaw documenting system and filed in our paper files.

Interest Earned on Federal Grants

- Random emails are sent to the Accountant in the Finance Department to check to see if interest was earned during the year.
  (a) An Accountant within the Finance Department will pull the bank statements associated with the Program Income Cash Account
  (b) The bank statements will be combed for interest earned on the funds within the cash account.
  (c) An list will be formed if any interest was incurred, and will be submitted to the Finance Department and the Office of the City Attorney to issue a resolution to go before the City Council for the Finance Director to draft a check payable to HUD per 24 CFR 570.
  (d) The interest income will be receipted as program income into the disaster recovery grant reporting (DRGR) system.
  (e) Once the resolution is passed, the Federal Programs Financial Manager will draw up a memo to accompany the resolution and submit it to the Finance Department to draft the check.
  (f) The check will then be mailed via USPS to HUD at the following address:

  U.S. Department of Housing and Urban Development Collections
  Bank of America
  Project No. B-12-MT-01-0002
  P. O. Box 277303
  Atlanta, GA 30384-7303

  (g) Once the check has been mailed, all the documentation will be scanned and a drawdown will be done within the DRGR system using that program income from the interest earned to show that we did in fact pay it back to HUD
  (h) All documentation will stay within the electronic filing system in the Office of Resilience and Innovation as well as within the actual hard copy files located within that office.

EXAMPLE

City of Tuscaloosa, Alabama
PO BOX 2089
Tuscaloosa, AL 35403

September 28, 2015

U.S. Department of Housing and Urban Development Collections
Bank of America
Project No. B-12-MT-01-0002
P. O. Box 277303
Atlanta, GA 30384-7303

To whom it may concern:

Please find enclosed the interest earned on our interest bearing checking account which holds out program income commercial revolving loan payments from our loan recipients.

Interest was earned during the months of June, July and August of 2015.

Please let us know if there are any questions with this repayment.

Sincerely,

Ashley B. Price
Federal Program Financial Manager
Office of Resilience and Innovation

How to review an invoice

- When an invoice is received by the Office of Recovery Operations, it is date stamped with the date it was received and the person who stamped it initials the date.
- It is then given to the Community Development Program Manager to review for content
    - It is addressed to "The City of Tuscaloosa" with either the physical address of "2201 University Blvd, Tuscaloosa, AL 35401" or the mailing address of "PO Box 2089, Tuscaloosa, AL 35403"
    - References the project (i.e. Prince Avenue Improvements)
    - References the CityLaw contract number for the vendor (i.e. A13-0583)
        - This number is located on the front page of the vendor's contract
    - Has an "invoice number" or "pay request number"
    - Has a remit to address
    - If there is backup documentation, it is included with the invoice/pay request
- It is then given to the Federal Program Financial Technician or Federal Programs Financial Manager to review for payment accuracy
    - With a RED pen, the
        - Date is circled
        - PO number is written on the top of the invoice
        - Vendor number is written on the top of the invoice
        - Circle the invoice/pay request number
        - Write a description that includes the CityLaw # and invoice # (i.e. A13-0583.09)
        - Circle the "remit to" address
        - Checking the #'s with the contract to make sure they are accurate and the amount due is correct.
        - Circle the "Amount Due", write "Pay" beside it, date it with today's date and initial it.
        - Write the correct account number at the bottom of the invoice
        - Write which funding it is coming from (i.e. DR 2)
        - Write the project name near the funding
        - The invoice information is then entered into the tracking spreadsheet for that project, and a print out of that spreadsheet is placed behind the invoice
- If the Federal Program Financial Technician did the review, the Federal Programs Financial Manager has to initial by the "Amount Due" and date it as well per the Finance Department's request.
- Once a full review of the invoice is done and it has all of the above complete, it is given to the Director of Recovery Operations who signs off on the invoice
- The Federal Programs Financial Technician will make 3 copies for Recovery Operations, and take the original invoice with signatures to the Finance Department for processing
    - A copy is given to the Federal Programs Financial Manager, the Community Development Program Manager, and the Federal Programs Financial Technician

- Both the Federal Programs Financial Manager and Community Development Program Manager keep the invoices in a folder according to which fund they are associated with and will pull them out once paid to be drawn down on.
- The Federal Programs Financial Technician keeps them in an invoice caddy on their desk until the invoice is paid.
- Once paid, 3 copies of the check are printed
    - One for the Federal Programs Financial Technician to signal that the invoice is ready to be drawn down
    - One for the Community Development Program Manager to put with the drawn invoice
    - One for the Federal Programs Financial Technician to place on top of the invoice and file it

MUNIS Chart of Accounts

- Click on the "MUNIS Live" software button on your desk top
- Your login will be the same as it is to login to your City computer
- Once open, you can use the functions needed in order to carry out your task
- MUNIS manual can be found online at help.munis.com
- **ALL** Disaster Recovery grants are under one "Fund"
    - Fund 228
- The GL account numbering system is as follow

Org	Object	Project	Description
228	51250		CDBG-DR OPERATING CASH
228	51251		CDBG-DR PROGRAM INCOME CASH
228	51252		ADECA OPERATING CASH
228	51253		EDA GRANT CASH
228	51301		ACCOUNTS RECEIVABLE
228	51334		ACCT RECV - COMM REV LOANS
228	51401		DUE FROM GENERAL FUND
228	51403		DUE FROM COMM DEV FUND
228	51441		DUE FROM CLEARING
228	51514		RESTRICTED CASH - LOAN CHKS
228	71101		ACCOUNTS PAYABLE
228	71226		DEFERRED REVENUE
228	71501		DUE TO GENERAL FUND
228	71511		DUE TO CLEARING FUND
228	71520		DUE TO WATER & SEWER
228	71561		DUE TO TRA-INSURANCE FUND 505
228	71562		DUE TO 506 RECOVERY CONST
228	91101		UNAPPROP'ED FUND BALANCE
228	92101		FB RESV ENCUMBRANCES
228	93101		BUDGETARY FUND BALANCE
228	93201		APPROPRIATION CONTROL
228	93202		FB-RES FOR ENCUMBRANCE
228	93301		ESTIMATED INCOME CONTROL
228	94101		ENCUMBRANCE CONTROL
228	94102		DEFAULT REVENUE
228	94103		DEFAULT EXPENDITURE
22800075	1331		DR-1 HUD #B-12-MT-01-0002
22800075	1332		DR-1 ADECA #DTR-12-08
22800075	1333		HMGP #DR 1971-555
22800075	1334		HMGP #DR 1971-685
22800075	1335		HMGP #DR 1971-384
22800075	1336		DR-2 HUD #B-13-MS-01-0002 M

22800075	1336	20131	DR-2 HUD #B-13-MS-01-0002 R1
22800075	1336	20132	DR-2 HUD #B-13-MS-01-0002 R2
22800075	1336	20133	DR-2 HUD #B-13-MS-01-0002 R3
22800075	1336	20134	DR-2 HUD #B-13-MS-01-0002 R4
22800075	1336	20135	DR-2 HUD #B-13-MS-01-0002 R5
22800075	1336	20136	DR-2 HUD #B-13-MS-01-0002 R6
22800075	1336	20137	DR-2 HUD #B-13-MS-01-0002 R7
22800075	1337		EDA GRANT #04-79-06835
22800075	1338	20131	DR-2 ADECA #DTR-13-04 R1
22800075	1338	20132	DR-2 ADECA #DTR-13-04 R2
22800075	1338	20133	DR-2 ADECA #DTR-13-04
22800075	1338	20134	DR-2 ADECA #DTR-13-04 R3
22800080	1403		INTEREST INCOME-CHECKING
22800080	1414		COMM REVOL LOAN PROG INCOME
22800085	1620		TRANS FROM GENERAL FUN
22800085	1628		TRANS FROM RFFI FUND
22800085	1654		TRANS FROM WS-RFFI
22800085	1678		TRANS FROM RECOVERY INSURANCE
22800090	9900		COST REIMBURSE
22817160	12018		HARGROVE/HACKBERRY DR 1
22817160	12041		PROGRAM ADMIN
22817160	12042		COMPREHENSIVE PLANNING
22817160	12043		ROSEDALE PH II HOUSING DEV
22817160	12044		HURRICANE CREEK TRACE HOUSING
22817160	12045		HOMEBUYER ASSISTANCE PROGRAM
22817160	12046		HABITAT HUMANITY - JUANITA DR
22817160	12047		CRL- COMM REVOLV LOANS-1ST RND
22817160	12048		ALBERTA REVITALIZATION
22817160	12048	8000	ALBERTA REVIT- ENGINEERING
22817160	12049		UNIV PLACE CITYWALK
22817160	12049	8000	UNIV PLACE- ENGINEERING
22817160	12051		FOREST LAKE
22817160	12051	8000	FOREST LAKE REV-ENGINEERING
22817160	12051	8001	FOREST LAKE REV- CONSULTANT
22817160	12052		10TH AVE CORRIDOR REVITALIZATN
22817160	12052	8000	10TH AVE REV- ENGINEERING
22817160	12052	8001	10TH AVE REV- CONSULTANT
22817160	12054		RELOCATION ASSISTANCE
22817161	12043		ROSEDALE PH III HOUSING DEV
22817161	12044		HURRICANE CREEK TRACE HOUSING
22817161	12057		SBL- SM BUSINESS REVITAL LOAN
22817161	12058		ROSA GARDENS HOUSING DEV
22817162	11040	20132	FIRE STATION #4 DR2 MAIN

22817162	11053	20131	IT SERVER ROOM - DR2 MAIN
22817162	12001	20133	MCFARLAND BLVD WIDENING MAIN
22817162	12018	20131	HARGROVE/HACKBERRY DR2 MAIN
22817162	12041	20131	PROGRAM ADMIN DR2 MAIN
22817162	12042		COMPREHENSIVE PLANING DR2 MAIN
22817162	12042	20131	COMPREHENSIVE PLANNING- DR2 R1
22817162	12042	20134	COMPREHENSIVE PLANNING DR2 R4
22817162	12043		ROSEDALE PH III HSNG DEV-MAIN
22817162	12043	20131	ROSEDALE PH III HSNG - DR2 R1
22817162	12043	20134	ROSEDALE PH III HOUSG - DR2 R4
22817162	12046	20131	HABITAT FOR HUMANITY DR2 MAIN
22817162	12048		ALBERTA PKWY DR2 MAIN
22817162	12048	20131	ALBERTA PKWY - DR2 R1
22817162	12048	20133	ALBERTA PKWY - DR2 R3
22817162	12049	20131	UNIV PLACE CITYWALK DR2 MAIN
22817162	12057	20136	SMALL BUS REV LOAN DR2 MAIN
22817162	12080	20131	HOUSING ASSISTANCE DR2 R1
22817162	12081	20131	NEIGHBORHOOD LAKES DR2 MAIN
22817162	12082	20131	ROSEWOOD SEWER DR2 MAIN
22817162	12083	20131	CEDAR CREST DRAINAGE DR2 MAIN
22817162	12084	20131	ALBERTA TECH CENTER DR2 MAIN
22817162	12086		JUANITA DRIVE INFRA DR2 MAIN
22817162	12086	20131	JUANITA DRIVE INFRA- DR2 R1
22817162	12086	20134	JUANITA DRIVE INFRA - DR2 R4
22817162	12087	20131	TECHNOLOGY INFRA - DR2 MAIN
22817162	13004	20132	PARA PARK IMPVMNTS DR2 R2
22817162	13015	20132	PRINCE AVE IMPROVMNTS DR2 R2
22817162	13017		THE EDGE PROPERTY ACQ MAIN
22817162	13017	20131	THE EDGE PROPERTY ACQ- DR2 R1
22817162	13017	20132	THE EDGE PROPERTY ACQ- DR2 R2
22817162	13020		STREETS RECON DR2
22817162	16036		SALVATION ARMY- CTR HOPE- DR2
22817163	12057		SBL- SM BUSINESS REVITAL LOAN
22817163	13017	20132	THE EDGE BUS CTR- ADECA-DR2-2
22817163	13018	20131	MUN HUB BUS STOP ADECA 2
22817163	16036		SALVATION ARMY-CTR HOPE ADECA2
22817165	12070		HMGP CITY HALL SAFEROOM
22817165	12076		HMGP TDOT SAFEROOM
22817166	13017		THE EDGE BUSINESS CTR- EDA
22819030	8005		TRANS TO GF-RFFI
22819030	8055		TRANS TO GENERAL FUND

How to Receipt Program Income

- Commercial Revolving Loan Program Income checks are due by the 15th of the month. They are considered late on the last day of the month, and at that time we will charge them $25 extra.
- When the check comes in the mail, date stamp it with the date received and initial the stamped area.
- Open the deposit slips spreadsheet in the specific CityLaw folder for that loan recipient.
    - Copy the most recent deposit tab from the prior month.
    - Change the date to the date we received the check.
    - Make sure all other info on the deposit slip is correct.
    - Print
    - Once printed, you will initial the bottom of the deposit slip, write "Taken to Revenue" then date it with the date you walk the check to Revenue.
- Copy the deposit slip/check and scan them into CityLaw for our records.
- The actual check and deposit slip goes to Ralona Davis – Revenue Clerk Senior in the Revenue Department for processing and depositing into the bank.
- You will then be able to receipt the Program Income into the DRGR system.
- Open Internet Explorer and go to google.com
- Type in the google search bar "DRGR login." It should immediately pull up the correct HUD website.
- Click "Access the DRGR System"

- Login with your specific user name and password
- Click "I accept" on the disclaimer page. It will come up every time you open DRGR.

- Click on “Drawdown” in the middle of the bar at the top of the page or in the “DRGR” section on the left side of the page.
- Click “Create Receipt” under the “Receipt and PI Accounts” section on the left side of the page.

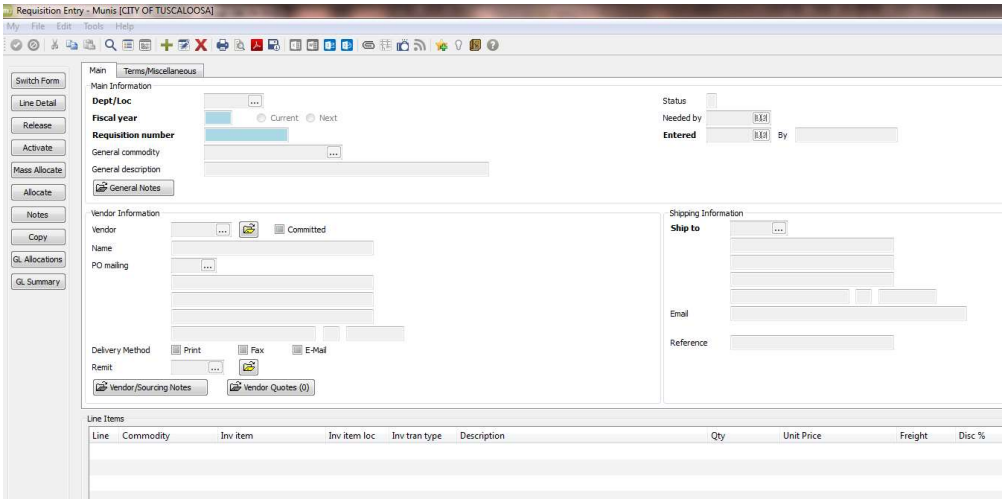
- This will bring up the “Create Receipt” page.
- Click the drop down under “*Grant Number,” and click “B-12-MT-01-0002”
- You will need to know what payment number this is for the loan recipient. You can look in CityLaw under their folder for the most recent payment. Enter in the “*Grantee Receipt #” in that specific box.
    - i.e. “Full Moon – 018”
    - Please keep in mind that all that should change for these receipt numbers are the numbers at the end. They need to be uniform.
- Enter the “*Amount” that the check was for in that specific box.
- Click the drop down under “*Activity” and click on “DR-ECON DEV-01-COMM REVOLVING LOAN”
- Click on “*Receipt Date” and make sure this date matches the date we actually received the check.
- In the comments section write “Payment # <enter the actual payment number here> from <enter the loan recipient name here> – considered on time receipt (receipt within grace period denoted in written agreement).”
- Click “Print Page” on the left side of the screen. Print the page 2 times. One for our binder, and one for our files.
- Click “Save Receipt” at the bottom of the page.
- It will then let you know that the receipt was saved successfully.
- Put 1 copy of deposit slip, check, and DRGR receipt into the Program Income binder.
- Give 1 copy of the deposit slip, check, and DRGR receipt to the Community Development Program Manager for filing and scanning into the CityLaw system.

How to track Program Income

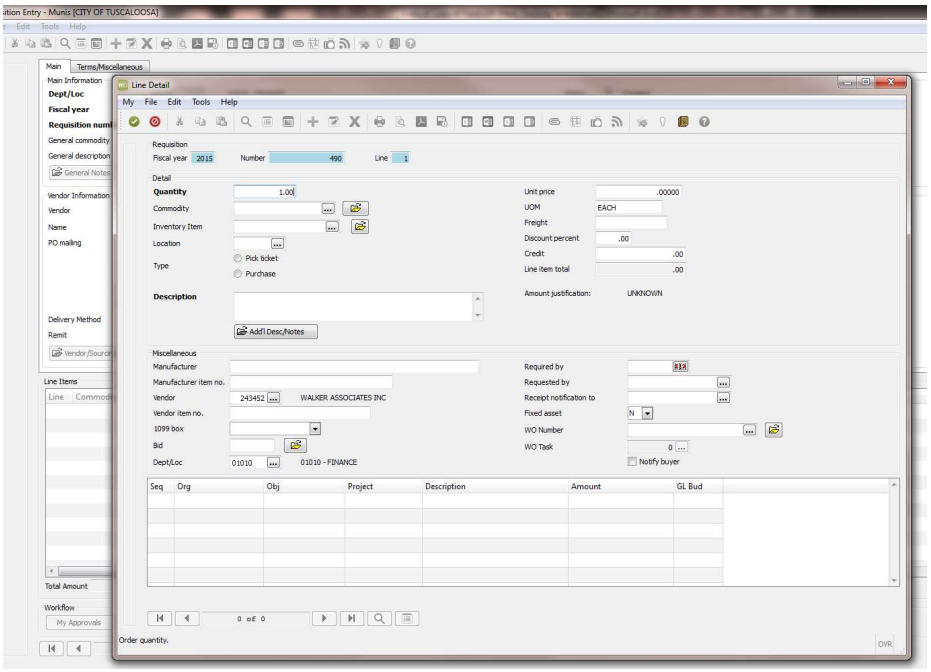
- In the “IC” share drive, there is a folder called “CRL.” Open that folder.
- Open the “Program Income Tracking Spreadsheet – CDBG-DR (Updated)” spreadsheet
    - This spreadsheet tracks each of our loan recipient’s program income payments.
- Click on the tab called “Tracker”
    - Put the check from the CRL recipient in front of you.
    - Enter in on the spreadsheet from the face of the check the:
        - “Date of the Check”
        - “Date received by COT”
        - “Type of Check Received”
        - “Check No.”
        - “Amount”
        - “Date Logged in to DRGR”
        - “DRGR Receipt No.”
    - Print the “Tracker” spreadsheet
    - Give it to the Compliance Monitor for the CRL Binder cover page.
- Monthly, make sure that all CRL recipient payments that are on the “Tracker” spreadsheet match the Program Income Checking Account #228-51251 and the Revenue Account #22800080-1414 in the MUNIS accounting system.

How to Encumber a PO and Obligate Funds

- When a contract has been awarded by the City Council for an approved project within our Action Plan, a PO is ready to be setup in the MUNIS accounting system under that specific projects budget.
- Log-in to MUNIS
- Click the “Departmental Functions” tab at the top of the screen
- Click “Requisition Entry”
    - The following screen will pop-up

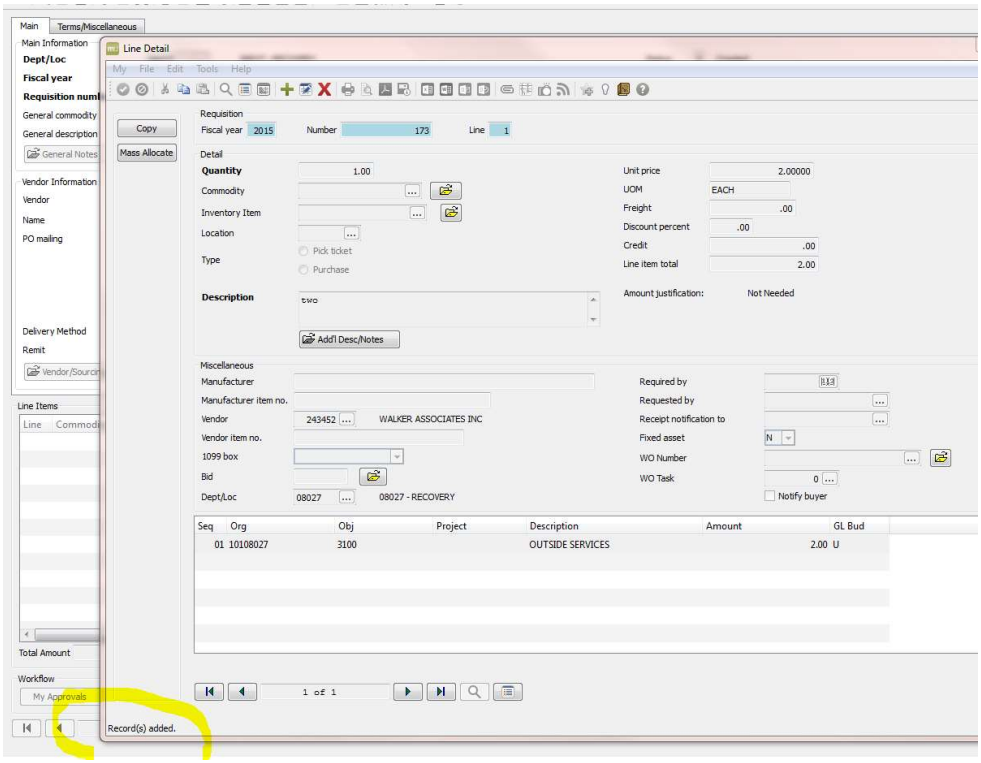


- Click the GREEN plus (+) sign at the top of the screen to start a new PO Requisition
- Enter “08027” in the first box as your “Dept/Loc”
- Tab down to the Vendor Box, and press the “…”
    - If you know the vendor number, type it in the “Vendor Alpha” area
    - If you know the vendor name, type it in the “Vendor Name” area in all CAPS
- Once you’ve selected the vendor, tab over to the “Ship To”
- Enter “08027” in the box as your “Ship To” location
- Hit enter after you’ve typed in the numbers (while still in the box) and it will bring you to this window:

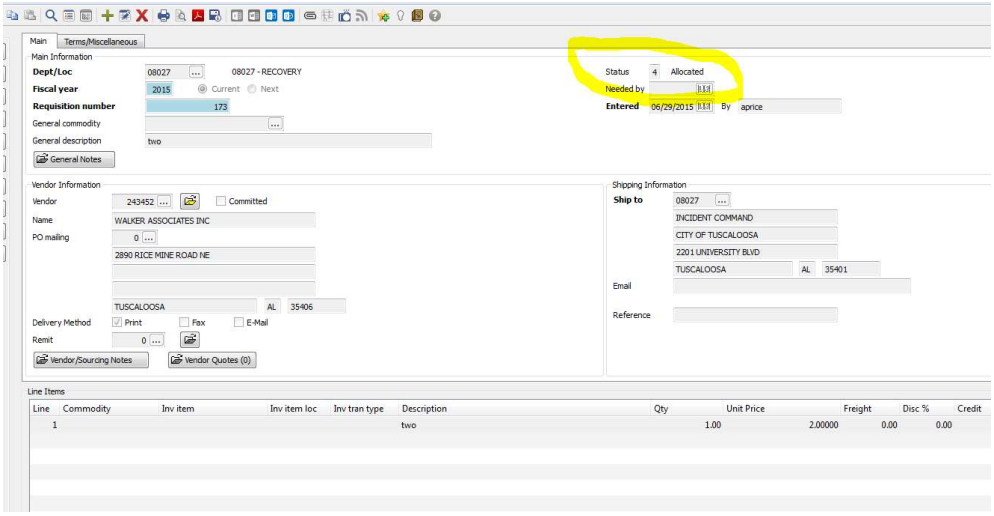


- Tab down to the “Description” box

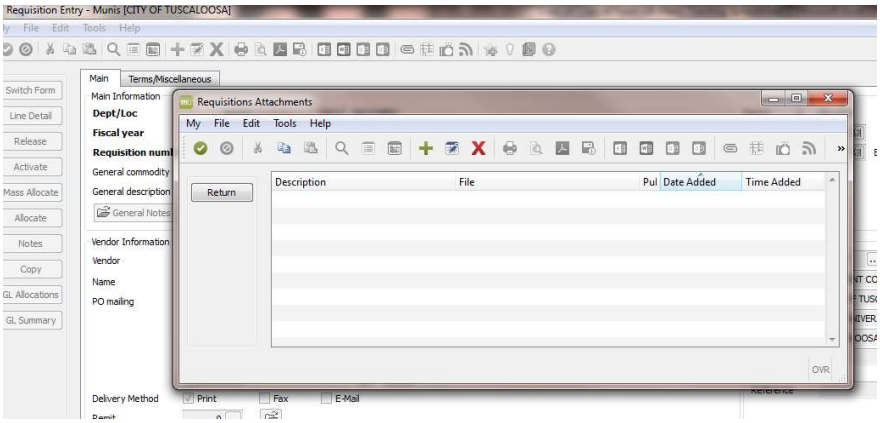
- Enter in the title of the resolution awarding the contract to the vendor in all CAPS
    - i.e. “RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR ENGINEERING SERVICES WITH WALKER ASSOCIATES, INC. FOR ALBERTA PARKWAY
- Tab over to the “Unit Price” box, enter the total contract amount here
- Tab down to the table at the bottom, and enter the required account number
- Tab to the next line when you’ve obligated the entire contract amount
- Click the Green Check to close out of that window at the top, and the window will then say “Record(s) added.”



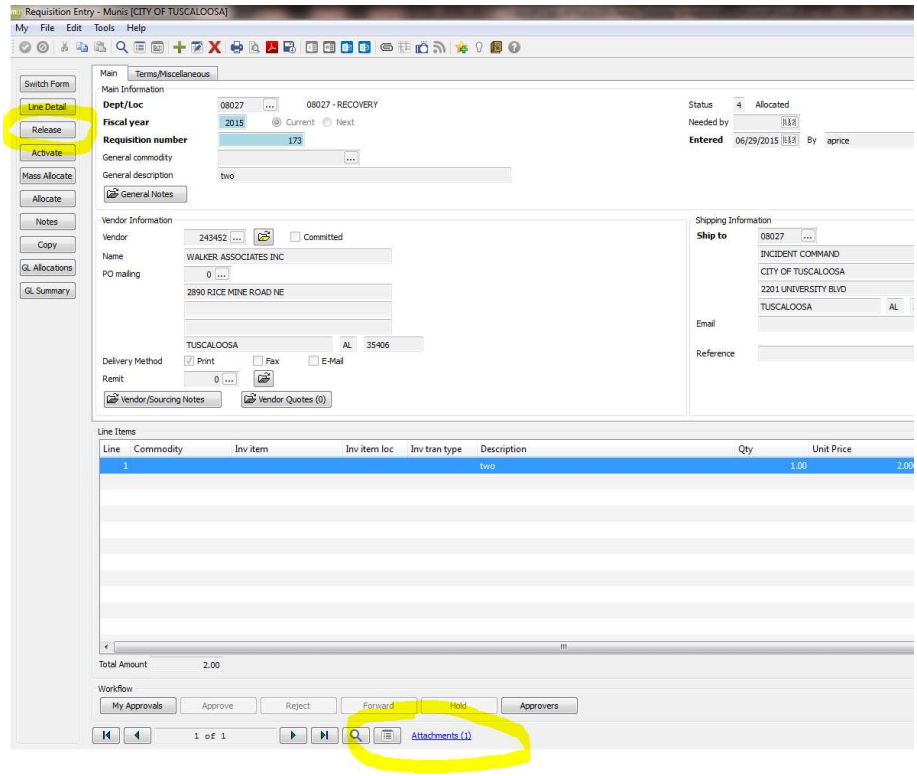
- Click the red “X” at the top right of the “Line Detail” window, and this will bring you back to the main “Requisition Entry” screen where you will see at the top the status should have changed to “4 Allocated”



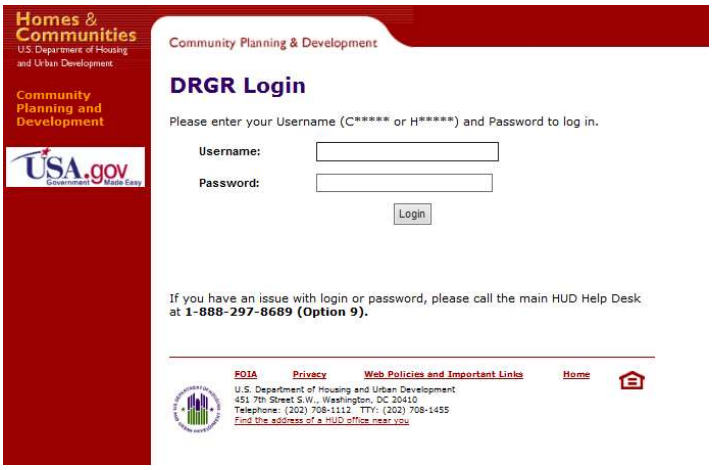
- Click the paper clip at the top of the screen and attach any backup documentation to this PO requisition for Purchasing to reference when cutting the PO



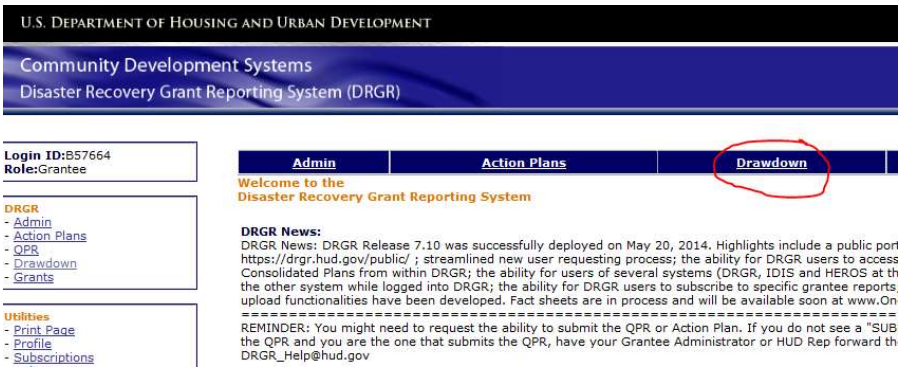
- Click the green plus (+) and upload the documents 1 at a time
- Click Release when you have completed all the steps



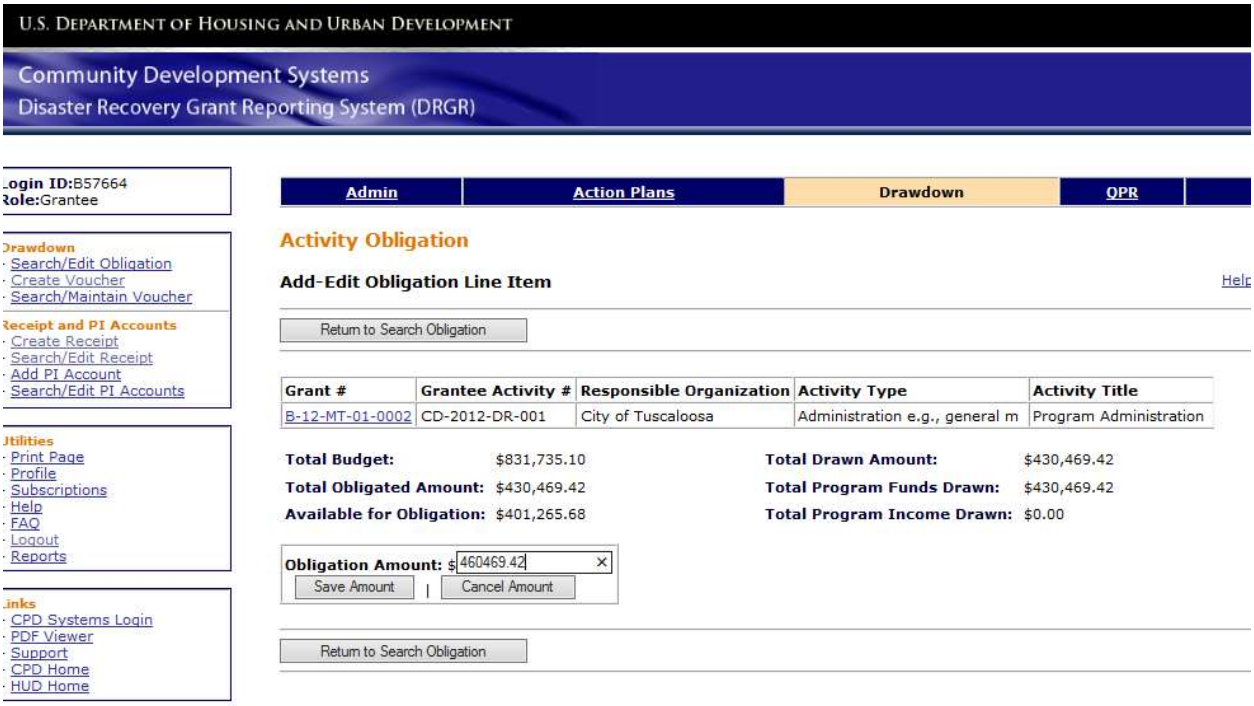
- Once the release button has been hit, the Status will change to “8 Approved” and will send a notification to the purchasing department for them to approve and release the PO to us.
- When you have completed those steps in MUNIS, you will need to log-in to DRGR and obligate the funds.



- Enter your username and password, click login
- Click “Drawdown” at the top of the screen



- You will then need to “Obligate” the funds by selecting the grant number from the drop down, and clicking search
- Click “Maintain” on the right side next to the project you are obligating funds under.
- You will then replace the “Obligation Amount” in the box by increasing it the amount of total encumbrance of the PO’s for that specific project
  - For Example, we have 3 invoices from our Planning and Admin Engineer that total $30,000 together. You would increase the total obligated amount by $30,000 and click “Save Amount”



- Do this for all of the projects you have encumbrances/PO’s for

CITY OF TUSCALOOSA

HOMEBUYER/DOWNPAYMENT ASSISTANCE FOR DISASTER RECOVERY APPLICATION

EQUAL HOUSING OPPORTUNITY

The information collected below will be used to determine whether you qualify as a borrower/grantee under Tuscaloosa's Homebuyer/Downpayment Assistance Program. It will not be disclosed outside of the Office of Recovery Operations without your consent except to your employer for verification of information, and as required and permitted by law. You do not have to provide the information, but if you do not provide the information, your application for a loan/grant may be delayed or rejected.

Applicant/Borrower(1)

Name _____ DOB _____ SSN _____

RACE _____ U.S. CITIZEN Yes ____ No ____

Applicant Borrower (2)

Name _____ DOB _____ SSN _____

RACE _____ U.S. CITIZEN Yes ____ No ____

Current Street Address _____ How long? _____ Renter ___ Boarder ___

Mortgagor ___ Owner ___

Address of property to be purchased: _____

City/State/Zip: _____

Former Street Address _____

City/State/Zip: _____ How Long? _____

Home Phone # _____ Cell Phone # _____

Other Phone #s _____

Marital Status

Single ____ Married ____ Divorced ____ Date Divorce Final. ____ Widow(er) ____ Separated ____

Number of Dependents: ____ Ages: ____, ____, ____, ____, ____, ____, ____

Employment Data

Applicant/Borrower

Employer Name: _____ Self Employed? _____

Employer Address: _____

Phone: _____ Business Type: _____

Years in Current Position: _____ Job Position: _____

Previous Employer: _____

Employer Address: _____

Years on job: ____ Phone: _____ Business Type: _____

Applicant/Borrower

Employer Name: _____ Self Employed? _____

Employer Address: _____

Phone: _____ Business Type: _____

Years in Current Position: _____ Job Position: _____

Previous Employer: _____

Employer Address: _____

Years on job: ____ Phone: _____ Business Type: _____

Other Funding Sources

(For all, please provide documentation.)

SBA (Small Business Administration)

Have you received disaster recovery assistance from the SBA? Yes_____ No_____

If yes, what is the amount of the loan? _____

If no: Did you decline a SBA loan? Yes_____ No_____

What was the amount of the loan? _____

Why was the loan not accepted? _____

FEMA (Federal Emergency Management Agency)

Have you received disaster recovery assistance from FEMA? Yes_____ No_____

If yes, what is the amount funding? _____

If no: Did you decline FEMA funding? Yes_____ No_____

What was the amount of funding? _____

Why was funding not accepted? _____

INSURANCE

Have you received disaster recovery assistance from insurance? Yes_____ No_____

If yes, what is the amount? _____

OTHER

Have you received disaster recovery assistance from any other agency? Yes_____ No_____

If yes, explain agency and funding received: _____

_____

GROSS ANNUAL INCOME (Yearly, before any deductions)				
Source	Applicant	Co-Applicant	18 or older	Total
WAGES				
SS/SSD/SSI				
AFDC				
CHILD SUPPORT				
ALIMONY				
UNEMPLOYMENT				
BUSINESS/RENTAL				
COMMISSION				
WORKMAN'S COMPENSATION				
SEVERANCE PAY				
VETERAN'S BENEFITS				
RETIREMENT				
BONUSES				
TIPS				
ADD'L SOURCES				
GRAND TOTAL				

LIABILITIES (List all un-paid debts including but not defined to car loans, credit cards, real estate loans, co-signed loans, etc.)				
CREDITOR'S NAME	MONTHLY PAYMENT	BALANCE DUE	DUE DATE	PAYMENTS IN ARREARS
GRAND TOTAL				

If the answer to any of the following questions is "yes", please provide supporting explanations on an additional piece of paper.

Do you pay alimony? ___ Yes ___ No If yes, how much? $_____

Do you pay child support? ___Yes ___No If yes, how much? $_____

Do you pay day-care expenses? ___Yes ___No If yes, how much? $_____

Do you have un-paid judgments, wage garnishments? ___Yes ___No

Have you been in bankruptcy within the past 7 years? ___Yes ___No

Are you a party in a lawsuit? ___Yes ___No

HOUSEHOLD COMPOSITION (List the heads-of - household first and everyone who will reside in the household. Give the relationship of each member to the head of household.)			
HEAD OF HOUSEHOLD	AGE	SOCIAL SECURITY NUMBER	RELATIONSHIP TO HEAD OF HOUSEHOLD

To the best of my/our knowledge, I/We have provided the above information as true and to the best of my/our ability. I/We consent to the disclosure of such information for purposes of income and date verification related to my/our application for assistance. I/We understand that my/our willful misstatement of relative facts will result in my/our disqualification for the program and the assistance requested.

_____ _____

Applicant's Signature Date

_____ _____

Co-Applicant's Signature Date

Homebuyers Assistance Program

CDBG-DR

$500,000
total City investment

Maximum award:
$10,000

0% interest*
forgivable loan

FACT SHEET

Are you eligible for the Homebuyers Assistance Program?

The Homebuyers Assistance Program is a deferred loan program designed for homebuyers. The program aims to assist citizens whose homes were destroyed during the April 27, 2011 tornado and to encourage the revitalization of the affected area.

The loan can be used for down payment of a home or closing costs. If all requirements are met in the one year compliance term, the loan is forgivable.

A homebuyers couseling session is required in order to be considered for this program. To reserve a seat in a session, please call Recovery Operations at 205-248-5700. Visit www.tuscaloosa.com/recovery and click on homebuyers assistance to download an application.

Before you apply

1. Attend a homebuyers counseling session to receive more information about purchasing a home. Sessions are typically offered once a month. Call 205-248-5700 to reserve your spot.

2. Select the home you wish to purchase. The physical address of your home must be located within the recovery area if you were not living in the recovery area at the time of the storm. If moving out of the recovery area, your home must remain within Tuscaloosa city limits.

3. Obtain pre-approval from a credited lender. If you have received funding from the SBA (Small Business Administration), FEMA or Insurance you may not be eligible.

Contact Recovery Operations at 205-248-5700 for more information

FY 2016 Income Limits Documentation System

FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income Explanation	FY 2016 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Tuscaloosa County	$58,800	Very Low (50%) Income Limits ($) Explanation	19,450	22,200	25,000	**27,750**	30,000	32,200	34,450	36,650
		Extremely Low Income Limits ($)* Explanation	11,880	16,020	20,160	**24,300**	28,440	32,200*	34,450*	36,650*
		Low (80%) Income Limits ($) Explanation	31,100	35,550	40,000	**44,400**	48,000	51,550	55,100	58,650

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: Tuscaloosa County is part of the **Tuscaloosa, AL HUD Metro FMR Area**, so all information presented here applies to all of the **Tuscaloosa, AL HUD Metro FMR Area**. The **Tuscaloosa, AL HUD Metro FMR Area** contains the following areas: Hale County, AL; and Tuscaloosa County, AL.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

April 16

5-7 p.m.

Richard Curry Environmental Services Facility

3440 Kauloosa Avenue

BOOST your credit score.

Get started on a strong foundation.

FREE Credit Workshop

Prepare for homeownership

Call 205-248-5700 for more info.

CITY OF TUSCALOOSA ALABAMA

City of Tuscaloosa

Recovery Operations

Walter Maddox, Mayor

Home Audit and Grant Data Checklist

- ✓ ***Applicant Name:***
  _____
- ✓ ***Applicant Name:***
  _____
  (All middle names are required.)

If the applicant is separated from a spouse, the spouse's name, address, income documentation, and phone number must be submitted – as he/she is expected to sign the City's grant documents.

- ✓ ***Property Address:*** _____
  Zip Code: _____
- ✓ ***Household Size:*** _____
- ✓ ***Race:*** Black _____ White _____
  Asian _____ Hispanic _____ Native American _____ Other _____
- ✓ ***Type of Financing:***
  VA __ FHA __ Rural Dev. __ Conventional __ Section 8 Homeownership ___
  Other _____
- ✓ ***Purchase Price:*** $_____
- ✓ ***Gross Annual Income:*** $_____ ***Max. Income Allowed:*** $_____
  (All household income documentation is required.)
- ✓ ***Verification of Income and/or Employment:*** _____
  (Check stubs, W2s, and tax returns can be used only for self-employment.)
- ✓ ***Credit Report:*** ____ ***Purchasing Contract:*** ____
- ✓ ***Lead Paint Disclosure*** *(built since 1978):* ____ ***Lead Paint Report*** *(built prior to 1978):* ____
- ✓ ***Lead Tester's Name:*** _____
- ✓ ***Appraisal Report*** _____ ***Appraisal Co.*** _____
- ✓ ***Inspection Compliance*** *(if repairs were noted):* _____ ***GFE:*** _____
- ✓ ***Termite Report:*** _____ ***No. of Bedrooms:*** _____ ***No. of Bathrooms:*** _____

- ✓ ***Flood Certification:*** ____ ***Use of 203K Loan*** ___ ***Is this a foreclosure purchase?*** _____
- ✓ ***Wood / Termite Report*** _____
- ✓ ***Title Report*** _____ ***Title Officer's Name/Co :***_____

  Copy of the Residential Loan Application _____
- ✓ ***Lender Name/Co.*** _____ ***Phone Number:*** _____

  Loan Officer: _____
- ✓ ***Realtor Contact:*** _____

  The City's Senior Planner must be able to assess the property; therefore, access is needed to the property.
- ✓ ***Phone Number:*** _____

PRE-PURCHASE COUNSELING

This is your Pre-purchase Counseling Workbook. Please use this workbook to take notes for future reference. You are always welcome to call and ask a single question or you may request a face-to-face private session for additional information, confirmation, or clarification of information.

City of Tuscaloosa

Office of Federal Programs

Director
LaParry Howell, CPA

Housing Counseling Program

Counselor
Dora Drake

Mayor
Walter Maddox

FACT SHEET

$5,000.00 HOME Down-Payment Assistance

A Federal Programs' Product

4 Basic Requirements

- **The potential buyer must receive Homebuyer's Home-buyer's Education.**
- **The Potential buyer must be able to obtain a mortgage loan with a bank, mortgage company, or credit union.**
- **The potential buyer must meet the income guidelines of the HOME Program.**
- **The potential buyer must intend to use the down-payment and assistance money for a property within the City limits of Tuscaloosa (only).**

CURRENT INCOME GUIDELINES

1 in household:	**$30,450.00**
2 in household:	**$34,800.00**
3 in household:	**$39,150.00**
4 in household:	**$43,500.00**
5 in household:	**$47,000.00**
6 in household:	**$50,500.00**
7 in household:	**$53,950.00**
8 in household:	**$57,450.00**

The income limits cannot be exceeded in any situation. Potential buyers who are separated from a spouse must provide the income of the estranged spouse because a valid marriage exists.

For additional information, call:

Dora Drake
205 248 – 5096 or
Email: ddrake@tuscaloosa.com

The Home Down-Payment Assistance is a deferred loan. The City of Tuscaloosa will accept the position of second lien-holder only relative to HOME Down-payment Assistance.

City of Tuscaloosa

Office of Federal Programs

Walter Maddox
Mayor

LaParry Howell, MPA
Program Director

Home Audit and Loan Data Checklist

- ✓ ***Applicant Name:***
  _____
- ✓ ***Applicant Name:***
  _____

(All middle names are required.)

Files must be complete (contain all the applicable and required documentation) when submitted to the City of Tuscaloosa for consideration. Files must be processed; therefore, lenders and realtors may expect a three week processing period after the file(s) is submitted. Holidays or cancelled Council meetings may be a factor in delayed processing as well as a need for additional information and/or inspection issues.

If there is a marriage, each spouse must sign the document. If the borrower is separated from a spouse, the spouse's name, address, income documentation, and phone number must be submitted – as he/she is expected to sign the City's loan documents.

- ✓ ***Property Address:*** _____ ***Zip Code:*** _____
- ✓ ***Household Size:*** _____ ***Race:*** Black _____ White _____

  Asian _____ Hispanic _____ Native American _____ Other _____
- ✓ ***Type of Financing:***
  Rural Dev./USDA __ VA Financing __ FHA __
  Conventional __ Habitat __ IDA ___
  Section 8 Homeownership ___
- ✓ ***Purchase Price:*** $_____
- ✓ ***Gross Annual Income:*** $_____ ***Max. Income Allowed:*** $_____
  (All household income documentation is required.)
- ✓ ***Verification of Income and/or Employment:*** _____
  (Check stubs, W2s, and tax returns can be used only for self-employment.)
- ✓ ***Credit Report:*** ____ ***Purchasing Contract:*** ____
- ✓ ***Lead Paint Disclosure*** *(built since 1978):* ____

Home Audit and Loan Data Checklist (continued)

- ✓ ***Lead Paint Report*** *(built prior to 1978):* __

  Lead Tester's Name: _____

- ✓ ***Appraisal Report*** _____ ***Appraisal Co.*** _____

- ✓ ***Inspection Compliance*** *(if repairs were noted):* _____

- ✓ ***Good Faith Estimate:*** _____

- ✓ ***No. of Bedrooms:*** _____ ***No. of Bathrooms:*** _____

- ✓ ***Wood / Termite Report*** _____ ***Termite Co. Name*** _____

- ✓ ***Title Report*** _____ ***Title Officer's Name :*** _____

  Title Company and Phone # _____

- ✓ ***Flood Certification:*** ____

- ✓ ***Use of 203K Loan*** ___

- ✓ ***Is this a foreclosure purchase?*** _____

  Copy of the Residential Loan Application _____

- ✓ ***Lender Name/Co.*** _____ *Phone Number:* _____

  Loan Officer: _____

- ✓ ***Realtor's Name:*** _____ ***Phone #:*** _____

The City's Senior Planner must be allowed entrance to the property. All utilities (i.e. power, gas, water) must be connected for the inspection.

Every item is necessary for the review and submission of the file for an approval.

CITY OF TUSCALOOSA

HOME PURCHASE ASSISTANCE PROGRAM

HOME PURCHASE ASSISTANCE AVAILABLE: Each year, the City of Tuscaloosa assists households in purchasing homes using funds made available under a Federal grant received by the City. A low income household may be eligible to receive a deferred payment loan in the amount of $5,000 to enable them to purchase a home. The loan funds may only be used to pay down payment or closing costs, to reduce the loan principal or to pay for lead paint testing or removal. No payments of principal or interest are required to be made on the deferred payment loan during the time the homebuyer resides in and owns the home. The $5,000 in loan funds must be paid back when the house is sold or the title to the property is transferred to someone else, or when the homebuyer moves permanently from the property.

GENERAL PURCHASE REQUIREMENTS:

1. Applicant(s) must meet the HOME Program income guidelines. The total incomes of all members of the household and all sources of income must be included. The total income cannot exceed the maximum household income for that size household as Of February 2014:

See the income limits attached.

2. Applicant(s) must be credit worthy: pre-approved by a bank, mortgage company or credit union to borrow the balance of funds needed for the home purchase.

3. Applicant(s) must complete the Home Purchase Assistance application and accept basic homebuyer counseling prior to signing a contract/purchase agreement with a seller.

4. The burden of proof for all necessary documentation is the sole responsibility of the applicant(s) and/or the lender of the applicant(s) choice.

5. Applicants who are separated but not divorced must have the estranged spouse sign the Home Purchase Assistance application.

6. Additional documentation may be required as deemed necessary by the Housing Counselor or the program supervisor.

7. The loan funds provided can only be used to pay down payment or closing costs, to reduce loan principal or to pay for lead paint testing or removal. At no time will applicants receive any un-used portion of the deferred loan. A check for the needed loan funds will be presented at the closing of the sale.

8. The Home Purchase Assistance funds cannot be used with Bond for Title purchases or with loans provided by financial institutions charging extremely high mortgage interest rates.

9. The City of Tuscaloosa does not pay off existing mortgages, nor satisfy judgments or consolidate debts.

10. The City of Tuscaloosa will accept a position as a second lien-holder only (will agree to subordinate its mortgage to only one other lien-holder).

11. The home selected for purchase must be located within the city limits of the City of Tuscaloosa.

12. The home selected cannot be located in a flood hazard area or in an area having serious environmental hazards.

13. Prior to presentation of an application to the City Council of Tuscaloosa for final approval of loan funds, the property being purchased must pass the inspection of the City's Housing Rehabilitation Specialist.

14. The cost of a property may exceed $135,800.00. However, buyers are welcome to buy-down a mortgage.

15. Any willful intent to commit fraud will disqualify an applicant from receiving City funds.

CONTACT THE HOUSING COUNSELING OFFICE FOR FURTHER INFORMATION.

TUSCALOOSA HOUSING COUNSELING PROGRAM

CITY OF TUSCALOOSA

ALVIN P. DUPONT MUNICIPAL COURT BUILDING
2122 6th STREET
TUSCALOOSA, AL 35401

Telephone: (205) 248-5096

Facsimile: (205) 349-0397

Down Payment Assistance Programs and Other Programs to Aid in the Purchase of a Home:

HOME

RECOVERY

USDA

IDA

HABITAT

SECTION 8 HOME-OWNERSHIP

STEP-UP

LEASE-PURCHASE

PROS of Homeownership

CONS of Homeownership

Initiating the Process

CREDIT MATTERS

INCOME MATTERS

BUDGET MATTERS

SAVING VS. WASTE

RESIDENTIAL LOAN APPLICATION

CALCULATING INCOME

LENDERS

LOAN TYPES

HOUSING SELECTION

WARRANTIES

MAINTENANCE

REPAIR, REPLACEMENT, POSSIBLE COSTS

EMERGENCIES

DELINQUENCY

DEFAULT

DEFAULT ASSISTANCE

ALTERNATIVES TO FORECLOSUE

PLAYERS IN THE HOMEBUYING PROCESS

INSURANCE NEEDS

BANKRUPTCY

BUYING A FORECLOSURE

BUYER BEWARE INFORMATION

FAIR HOUSING AND HOMEOWNERSHIP

HOMEOWNERSHIP VOCABULARY

DECIDING NOT TO BUY

PREPARING TO MOVE

MORTGAGE FRAUD / PREDATORY LENDING

MANAGING THE BANK ACCOUNT

REFINANCING MORTGAGES

ESTATE PLANNING / THE WILL

POWER OF ATTORNEY

WORTH NOTING

A Home Inspection

Are you buying a used/old house? Is your present home in need of extensive repair? Are you preparing to sell your home?

You can benefit greatly with a HOME INSPECTION.
Call one today!

A certified Home Inspector inspects a house using quality standards to provide a specific report to an owner or buyer.

His/her written report includes the condition and functioning of all systems in the dwelling.

The certified Home Inspector does not determine the cost of a house or the value of a house.

What is inspected?

Foundations, floors, walls

Siding paint, windows, decks, garage doors, etc.

Coverings, flashes, chimneys, etc.

Piping, fixtures, faucets, water heaters, fuel storage systems, etc.

Wiring, service panels, conductors, switches, receptacles, etc.

Heating equipment, safety controls, distribution systems, etc.

What else is inspected?

Cooling and air units, controls, ducts, etc.

Ceiling, floors, railings, doors, attics, etc.

Crawl spaces, foundations, kitchens, bathrooms, etc.

Ceiling fans, exhaust fans, etc.

Smoke and fire detectors, etc.

Evidence(s) of mold or mildew is reported.

Insulation, ventilation, etc.

Ramps, etc.

City of Tuscaloosa Housing Counseling Program

EQUAL HOUSING OPPORTUNITY

2122 6th Street / Municipal Court Room 117
Tuscaloosa, Alabama 35401
Phone: 205 248-5095 – Fax: 205 349-0397
Email: ddrake@tuscaloosa.com

Quick-Guide to Homeownership

- *Assess your income and debt ration.*
- *Assess your savings.*
- *Assess the quality of your credit.*
- *Assess the remaining time of your lease and the time you intend to buy a house.*
- *Attend a free Homebuyer's Education class.*
- *Contact and compare at least two reputable lenders for financial approval.*
- *Make lists as you prioritize the amenities you must have and the amenities you want.*
- *Choose a reputable realtor to locate the desired property and location.*
- *Visit Open Houses.*
- *Search real estate brochures.*
- *Drive through desired neighborhoods.*
- *Select a property.*
- *Sign a contract with contingencies.*
- *Get a home inspection.*
- *Shop for homeowners' insurance.*
- *Make a final walk-through of the property.*
- *Prepare for moving.*
- *Arrive early for the closing.*
- *Prepare the house for moving in.*
- *Maintain the home.*

Free
Homebuyer's
Education
Classes

HOME, Rural Development, Habitat, IDA, Westside CDC, Section 8 Homeownership , AHFA . . . All potential buyers are welcome to attend!

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EQUAL HOUSING OPPORTUNITY

How to Choose A Home Inspector

The Inspector:

Ask for license, certification, etc. and a reference list. You will want to have a well trained, qualified professional to inspect your home. Use the phone directory and filter references from other homebuyers. The local HUD Office may also provide you with a list of certified Home Inspectors.

Remember:

A Home Inspector is not an Appraiser. The Appraiser is concerned more with the estimated value of a property in its 'as is' condition and compared to other similar structures in a particular proximity to the house that is to be appraised. The Appraisal is for the lender. The Home Inspection is for the buyer.

The Home Inspector is concerned more with the safety and overall condition of the structure to be purchased. Since FHA does not guarantee the condition of your property, you must protect yourself and get a Home Inspection.

Don't Delay! Get it done!

The Home Inspection may be done before the contract is signed. It may also be done after the contract is signed as long as the contract states that the sale is contingent upon the Home Inspection.

You need to know!

If there is damage or excessive wear and tear on the property's mechanical systems, foundation, roof, etc., you need to know! If there are safety issues, you need to know! There may be extensive repair and replacement. These can be very costly to replace and/or repair. Let the Home Inspector tell you what you are buying. His inspection is not biased. His findings can help the buyer to negotiate the sale price in most instances.

I have read the above information and I have received a hand-out advising me to GET A HOME INSPECTION.

Buyer: _____ Date: _____

Buyer: _____ Date: _____

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Education
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CITY OF TUSCALOOSA ALABAMA

EQUAL HOUSING OPPORTUNITY

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EQUAL HOUSING OPPORTUNITY

A BUDGET is a spending plan.
This is a monthly budget.

EXPENSE ITEM	FIXED EXPENSES	TOTAL AMOUNT
Mortgage		
Electricity		
Gas		
Water		
Phone		
Cell Phone		
Internet		
Security System		
Car payment 1		
Car Payment 2		
Furniture Payment		
Appliance Payment		
Daycare Expense		
Child Support		
Alimony		
Life Insurance		
Car Insurance		
Other Insurance		
Charge Card 1		
Charge Card 2		
Charge Card 3		
Charge Card 4		
Charge Card 5		
Newspapers		
Magazines		
Church/Charities		
Monthly Saving		
Other		
Other		
Subtotal		

BUDGET (continued)

EXPENSE ITEM`	FLEXIBLE EXPENSE	TOTAL AMOUNT
Food/Groceries		
Special Diet Food Costs		
Clothing (family)		
Car Gas		
Travel Pool Costs		
Parking Costs		
Medical		
Personal		
Household		
Vacation		
Dinners/Movies		
Gifts (B'days/Chr'mas, Etc+)		
Lawn Care		
Alcohol		
Tobacco		
Social Expenses		
Gym Membership		
Hunting License		
Fishing License		
Other Hobbies		
Sheet 1 Total		
Sheet 2 Total		

NET Monthly Income: $. **minus (-)** TOTAL Monthly Expenses: $

= Remaining Income $.

A BUDGET: Vital to Successful Financial Planning

EXPENSE ITEM	FIXED EXPENSES	TOTAL AMOUNT
Rent Payment / Mortgage		
Electricity		
Gas		
Water		
Phone		
Cell Phone		
Internet		
Security System		
Car payment 1		
Car Payment 2		
Furniture Payment		
Appliance Payment		
Daycare Expense		
Child Support		
Alimony		
Life Insurance		
Car Insurance		
Other Insurance		
Charge Card 1		
Charge Card 2		
Charge Card 3		
Charge Card 4		
Charge Card 5		
Newspapers		
Magazines		
Church/Charities		
Monthly Saving		
Other		
Other		
Subtotal		

BUDGET (continued)

EXPENSE ITEM	FLEXIBLE EXPENSE	TOTAL AMOUNT
Food/Groceries		
Special Diet Food Costs		
Clothing (family)		
Car Gas		
Travel Pool Costs		
Parking Costs		
Medical		
Personal		
Household		
Vacation		
Dinners/Movies		
Gifts (B'days/Chr'mas, Etc+)		
Lawn Care		
Alcohol		
Tobacco		
Social Expenses		
Gym Membership		
Hunting License		
Fishing License		
Other Hobbies		
Sheet 1 Total		
Sheet 2 Total		

NET Monthly Income: $. **minus** (-) TOTAL Monthly Expenses: $

= Remaining Income $.

The numbers speak . . . Can I afford to buy?

Formula

Multiply the total annual income times 2.5.

Multiply the total annual income times 3.

$_____ X 2.5 = $ _____

$_____ X 3 = $ _____

- Don't forget to consider increased expenses such as utilities or added expenses such as property taxes, and hazard insurance. Current debt payments and the balances are to be considered, too.
- If you used gross annual income in the formula, consider wage deductions.
- Also, the mortgage payment should never exceed 1/3 of the net monthly income.

Eye-opener (exa. only):

- **Monthly income for a family of 4 = $2,675.00**

Mortgage payment	977.00 (PITI)
Utilities	750.00 (power, gas, water, phone, cable/internet, security)
Car payment	320.00
Car Insurance	137.00 (2 teens)
Car Expenses (gas, oil, etc.)(2 cars)	260.00
Food	200.00
Personal (2 teens)	50.00
STOP STOP STOP STOP STOP STOP	_____
	$3,444.00
	OOPS!!!! -769.00

You have not attended to other debts

Savings, needed clothing

Credit cards, revolving accounts

School expenses, Parent personals

Medicals, Household needs, charity

Lawn care, leisure (eating out, hobbies, etc)

Watch your expenses equally as well as you watch your income.

You want to live to do more than pay bills and have nothing left.

Housing Counseling
9/23/2011

BUDGET TALK

Control your money habits to maintain budget power.

- Don't spend impulsively.
- Buy what you need versus what you want.
- Don't lend money.
- Don't co-sign for anything or for anyone.
- Get help before you bottom out.
- Don't spend today with tomorrow's expectation.
- Save dollars to prevent money sickness.
- Know your $limitation.
- Pay yourself first.
- Prioritize debts and spending

Don't drill holes in your budget.

Learn new ways to satisfy whims/urges.

Teach children responsible use of money.

Don't borrow unless it is a must.

Work versus borrowing when possible.
(Second job, over-time, re-sales, etc.)

Aren't you glad that your name is not Sax, Gates, or Trump?
(Then, do not try to keep up with them financially.)

Housing Counseling
9/23/2011

What are your priorities??

Rank these in order of 1, 2, 3 with 1 as the top priority and 3 as the lowest priority.

Income _

Shelter _

Utilities _

Transportation _

Food & Clothes (includes shoes) _

Insurances _

Daycare/Sitter _

Medical _

Credit _

Employment _

Habits _

Hobbies _

Long-term goals _

Short-term goals _

Needs _

Wants _

Other _

Housing Counseling
9/23/2011

(Group 2)

Let's spend money!!!!

Household size: 2 adults, a 3 yr. old son, and twin 6 month old girls

Monthly Net wages: $2200.00

Monthly Child Support: $130.00

Housing Counseling
9/23/2011

(Group 1)

Let's spend money!!!!

Household size: 2 adults and a 6 month old child

Monthly Net wages: $1200.00

Monthly Net Social Security: $674.00

Housing Counseling
9/23/2011

(Group 3)

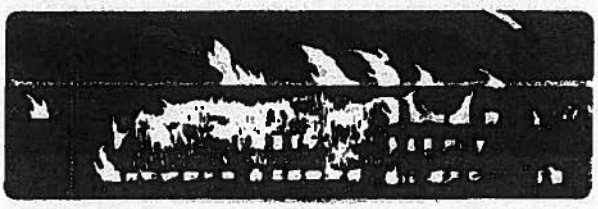
Let's spend money!!!!

Household size: 2 adults, a 15 yr. old daughter

Monthly Net wages: $3000.00

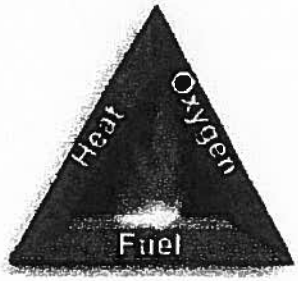
Housing Counseling
9/23/2011

Fire Prevention



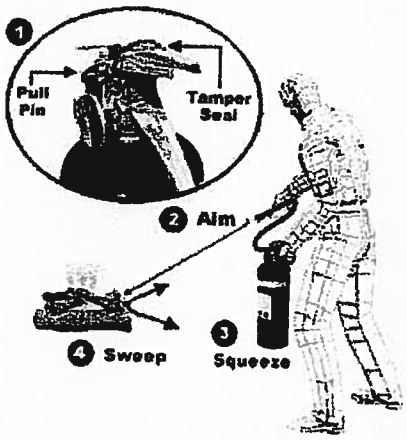
The dwelling should contain:

- Two (2) ABC-rated fire extinguishers. Ideally, one should be located near the kitchen and one near the bedrooms.
- ABC-rated fire extinguishers are the most common and refer to the different classes of fire that they can be used on. They are also frequently referred to as "dry chemical" or "multi-purpose" fire extinguishers. They can be used on almost any sort of small residential fire. A easy way to learn what an **ABC** extinguisher will work on is:
  1. ***A*** is for **A**sh. Class A fires leave ashes when they burn and include common combustibles such as wood, paper, plastic, fabric.
  2. ***B*** is for **B**oiling Liquids. Class B fires involve any flammable liquids such as gasoline, kerosene, cooking oils, etc.
  3. ***C*** is for **C**onduct. Class C fires involve any device that "conducts" electricity including all electrical appliances, TVs, computers, etc.
- All fires need the following three (3) things to exist. Remove one of these from the equation and you can prevent a fire:
  1. Sufficient Fuel – something that can burn;
  2. Oxygen; and
  3. Heat/Ignition source – can be a flame or something as simple as a spark from a thermostat or even static electricity.



- Never fan flames in case of a fire since this will only make the fire bigger by providing the fire with more oxygen. If your clothes are on fire then STOP, DROP, and ROLL until you have smothered the fire.

- ALWAYS call the fire department for undetermined sources of smoke, the smell of burning wiring, hot electrical plugs, and fires. Get everyone outside **FIRST** and then call the fire department **(911)**. Even if you are able to successfully put out the fire have the fire department come assess the situation. If nothing else, they may be able to help you get some of the smoke or burned materials cleared out of the house. Most deaths resulting from fires aren't from the flames but from the toxic smoke and gases produced by the burning material.
- To use a fire extinguisher remember the nmemonic **P.A.S.S.**
  1. ***P*** ull the Pin
  2. ***A*** im at the base of the fire where the *"fuel"* is
  3. ***S*** queeze the trigger
  4. ***S*** weep back and forth to cover the *"fuel"*



- Most standard fire extinguishers will only spray for approximately **30 seconds**! If the fire is big or the smoke is heavy it is better to evacuate, call 911 from outside and leave the firefighting to the professionals. Remember, more deaths and injuries result from smoke inhalation than from the flames of a fire.
- Smoke and fire detectors in kitchens, rooms with fireplaces, and bedrooms.
- Carbon monoxide detectors where gas is in use. Carbon monoxide is a deadly gas that CANNOT be seen or smelled and results from faulty or inefficient burning of a *"fuel"*.
- Change the batteries in **ALL** detectors twice a year. The cost of a battery is very cheap when compared to the cost of someone's life.

- Plan and practice exit routes in case of fire or tornado twice yearly (hot season and cold season). Have multiple exit strategies so children know how to exit from any part of the house. Identify a safe location for family members to go to for each type of evacuation (fire, inclement weather) so you know where to find them <u>and</u> they know where to find you.
- If you can safely do so, close as many doors as possible when you evacuate the house because of a fire. This helps contain the fire by restricting oxygen delivery (remember the 3 things required for a fire) and also can prevent some damage by restricting the spread of smoke and gases to other areas of the house.
- Post deadbolt lock keys in a place for easy reach in case of a fire but not in sight of a door's window. You don't want someone to be able to break a window and reach the key to unlock the door.
- Never douse stove fires with water. The simplest way to put out a stove or grease fire is to place a pot lid or cover over whatever is burning.
- Baking soda can also be spread over a small fire to extinguish it. Keep a large box readily accessible in the kitchen but **<u>DO NOT</u>** store the baking soda above the stove since you will want to be able to reach it if something on the stove catches fire. A good place to store a large box of baking soda is on a refrigerator shelf near the front. It will help keep the refrigerator smelling fresh while remaining accessible to the stove to put out a fire.
- **<u>NEVER</u>** try to walk with a burning frying pan. As you walk forward the flames will come back towards you, burn your arms and cause you to

drop the frying pan resulting in a larger fire and causing more damage and personal injury. Extinguish the file and let the oil cool.

- Teach children fire prevention. NEVER allow a child to have an open flame in their bedroom. Secure lighters and matches out-of-reach.
- Look for flame retardant labels in children's clothes; especially pajamas.
- Use safety plug inserts in unused electrical outlets, especially in children's bedrooms.
- Always use the right electrical plug/receptacle combination. We commonly use 220 volt plugs for large/heavy duty appliances and use 110 volt plugs for small/light duty appliances.
- Never overload a light fixture. Generally, use 40-60 watt bulbs in lamps and use 60-75 watt bulbs in ceiling fixtures. Check each device for the manufacturer's recommended sizes.
- Even though they initially cost more, fluorescent light bulbs last longer, operate cheaper and do not get as hot as regular incandescent light bulbs.
- Use grounded plug strips for more than two electric items. However, DO NOT connect multiple extension cords together; use one that is long enough to reach where it needs to go.
- Never place an extension cord under a carpet. The friction from walking on the cord and rubbing on the floor can cause a break in the wire's insulation which can ignite the carpet.
- Use grounded plug strips with surge protection for TVs, VCRs, DVD Players, Desk top computers or any other valuable electronic devices.
- Never remove the third (ground) prong from a wire to make it fit a socket.

- Never leave candles or any other portable device with a flame or other heat source unattended.
- Never use plug-in air fresheners with plastic housing in electrical outlets, especially if they are located behind curtains or furniture.
- Never attempt to repair electrical problems; call a licensed/certified electrician. If a circuit breaker keeps "tripping" then this usually means the circuit is overloaded. Try removing some of the items connected to that circuit. If this doesn't help contact an electrician for an evaluation.
- Never leave electric heaters unattended.
- Remember, kerosene heaters are intended for use in well ventilated areas and really should not be used inside an enclosed space because they can generate carbon monoxide, an odorless deadly gas.
- Dispose of paint cans, paint thinners, old tires, old boxes of matches, etc. Read the labels on cans (especially aerosol) for combustion warnings. Left in or near heat/flames they may cause a fire. Also, do not store anything that gives off vapors (flammable liquids) near or under any device that can spark (thermostats, gas water heaters, unprotected light bulbs).
- Do not place anything on top of or near the gas hot water heater.
- Store all flammable items away from the house. Do not keep mowers, weed eaters or any other gas powered device and/or gas grills in the house.
- Keep all aerosol cans stored in a cool place. When heated, the gases in aerosol cans expand and can explode.
- Store anything that is combustible in a cool place.
- Dispose of used motor oil and old batteries properly.

- If you have a wood-burning fireplace, make sure the fire is extinguished before going to bed for the night. Always keep a fire screen in front of a burning fire to prevent embers from "popping" out and igniting the carpet or floor.
- At holiday time, always turn off all electrical lights and decorations when you will not be at home. Also, only use appropriate outdoor-rated lights, decorations and extension cords because of the potential for exposure to wet weather.
- Keep public safety phone numbers (911, the local fire department, police department, emergency medical services) in the kitchen, bedroom and near each phone. In Tuscaloosa **911** is the best way to contact any public safety agency.
- Keep the Tuscaloosa 311 (248-5311) call center number available for NON-EMERGENCY information requests.

Professionally edited by:

Keith A. Reilly, RN, MBA
Safety Director
Human Resources Department

City of Tuscaloosa
2201 University Blvd, Tuscaloosa, AL 35401
PO Box 2089, Tuscaloosa, AL 35403-2089
Phone: 205-248-5230 Fax: 205-349-0214
www. Tuscaloosa.com

City of Tuscaloosa

Office of Planning and Economic Development
Walter Maddox, Mayor

LaParry Howell
Federal Programs Director

HOME: Pre-purchase Curriculum 2009/2012

- Pros and Cons of Home-buying
- Budgeting and Money Management (Actual Budget is created to provide realistic view of financial status and readiness to buy)
- Savings' Plans
- Credit Matters

  Credit Report/Credit Reporting

  Credit Use

  Credit Clean-up
- How to apply for a Mortgage
- Fair Housing
- Calculating Income
- Calculating Mortgage Affordability
- Removing Renter's Mentality
- Mortgage Rates
- Lender and Loan Types
- Home Maintenance
- Emergency

- Mortgage Delinquency
- Mortgage Default
- Alternatives to Foreclosure
- Home Inspection
- Players in the Home-buying Process
- Insurance (Hazard and Flood)
- Fire Prevention

Other Topics/Documents Explanations

- Residential Loan Application
- Credit Report
- Employment and Income Verifications
- Bankruptcy and Homeownership
- Title Report
- Survey
- Good Faith Estimate
- Appraisal
- Wood Infestation Report
- Flood Certification
- Lead Report and Lead Inspection
- The Contract
- Choosing a Realtor
- Choosing a Lender
- Increasing Income
- Housing Selection and Concerns
- Purchasing a Foreclosure

- Buyer Beware Information
- Estate Planning: taking care of family business before emergencies, tragedies, and/or grief strikes
- A Quik - Guide to the Home-buying Process
- The promissory note is signed
- The importance of reading and maintaining copies

Future Assistance

The applicant receives 2 business cards from the Housing Counselor. The applicant may call for additional information or the applicant may schedule one-on-one time for additional information or for clarification of information.

Counseling for literacy challenged clients is provided one-on-one and in shorter time blocks. If this information is shared in advance, accommodations will be provided. One-on-one counseling is usually scheduled in advance of group counseling.

City of Tuscaloosa

Housing Counseling Program

Building / Buying Concerns

- AVAILABLE INCOME

CREDIT SCORE, LOAN TYPE, INTEREST RATE

- AFFORDABLE PAYMENT
- HOME PRICE
- INSURANCE COVERAGE
- PROPERTY TAX COST
- HOME SIZE/SPACE
- NEIGHBORHOOD
- OLD HOUSE, NEW HOUSE
- UTILITY COSTS
- MAINTENANCE

Building or Buying Concerns

PRICE

How much can you afford when considering utilities' costs, maintenance, and other debt?

How much have you saved or how much is available to you for a down-payment? If the latter, what are the terms/conditions?

Are you negotiating seller-direct or through a realtor?

SIZE

What amount of living space do you need in terms of rooms, square feet, and/or handicap accessibility?

Is there ample space for family use, such as in dens, family rooms, recreation rooms, dining room?

Are there sufficient bathrooms for the number of immediate family occupants?

Is there room for guest accommodation?

Are there adequate exits for emergencies for the number of immediate family occupants?

Is the kitchen central to all areas of the house?

Is there sufficient closet space and storage space?

If either or all is a must, is there a basement, fire-place, garage or carport, laundry room, dining room and kitchen room?

NEIGHBORHOOD

Will you have transportation and or be as near the following as needed?

Hospitals, Choice Schools

Shopping Centers, Pharmacies, Family

Is the neighborhood desirable?

Will the home have good-to-excellent re-sale value in the neighborhood?

Are there building additions' regulations for this neighborhood?

Are the streets narrow, moderately wide, or wide?

Are there trees to shade the house with slight to no possibility of damage to plumbing or foundation?

Is there sufficient landscaping?

Is good drainage available?

Are there ditches or man-holes close to the property that may cause shifting in the soil and threaten the foundation of the house?

OLD HOUSE: (Don't forget! A home inspection is the best investment here.)

How old; how adequate; how dangerous; how worn . . . ?

WIRING

HEAT & AIR SYSTEM

ROOF

BASEMENT

GUTTERS

PLUMBING

FOUNDATION

INSULATION

Are any warranties offered by the seller?

How long has the house been on the market?

NEW HOUSE: (Learn the lender and the realtor.)

What is the reputation of the . . . ?

- Lender
- Realtor
- Builder
- Home Inspector

Is the house in a flood zone? Can you afford flood insurance?

Is this house using a septic tank or City Sewer or both?

Will the seller agree to share the closing costs?

Does the lender and/or the insurance carrier offer discounts for . . . ?

Examples

- Homebuyer's Education Certification
- Security and Safety Features
- Excellence in Credit Scoring

What is your purchasing loan preference?

- FHA
- VA
- Conventional
- USDA

- Fixed Rate
- Adjustable Rate Mortgage (ARM)
- Balloon Notes
- Lease-purchase
- Interest Only

What deposit are you willing to make?

How do you want your earnest money/deposit applied and/or used at closing?

Does the contract read favorably and completely before you sign?

Do you have a copy of the completed and signed contract?

Did you shop more than one resource for a mortgage?

Did you shop more than one resource for hazard insurance?

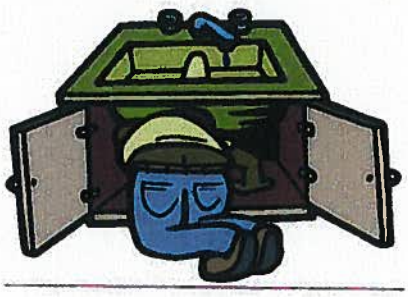
Emergency Situations or Hardships

An emergency situation can happen to anyone and so can hardships.

HARDSHIPS MAY BE WITHIN OR WITHOUT YOUR CONTROL!
WHAT WOULD YOU DO?
WHAT SHOULD YOU DO? IS THE HARDSHIP LONG-TERM OR SHORT-TERM OR A BRIEF EMERGENCY?
WHAT WILL HELP IMPROVE OR RESOLVE THE SITUATION?
WHO CAN HELP?

- DEATH
- UNEMPLOYMENT
- REDUCTION IN HOURS WORKED
- REDUCTION IN LABOR FORCE
- SHORT TERM EMPLOYMENT
- MANDATORY PAY REDUCTION
- IMPRISONMENT
- DECLINE IN EARNINGS OF SELF-EMPLOYMENT
- BUSINESS FAILURE OF SELF-EMPLOYMENT
- SICKNESS: SHORT TERM/LONG TERM/PERMANENT DISABILITY
- MEDICAL: CO-PAYS, MEDICINE, TRANSPORTATION, CARE-GIVING, ETC.
- MARRIAGE: CONFLICT, ABUSE, DIVORCE
- VOLUNTARY/INVOLUNTARY JOB RELOCATION
- EXCESSIVE DEBT OBLIGATIONS/BANKRUPTCY

- CATASTROPHE/NATURAL DISASTER
- CAR REPAIR OR REPLACEMENT
- SUBSTANCE ABUSE
- HOME REPAIR OR REPLACEMENT
- INCREASE IN FAMILY SIZE



HOME MAINTENANCE

CHANGE HEAT AND AIR FILTERS MONTHLY.

USE THE APPROPRIATE BULB WATTAGE IN CEILING, PORCH, AND LAMP LIGHTS.

CLEAN GUTTERS AT LEAST QUARTERLY.

SWEEP OR WASH DIRT FROM WINDOWS AND DOORS.

LUBRICATE DOOR, CABINET, AND WINDOW HARDWARE.

REPAIR OR REPLACE LEAKING FAUCETS.

KEEP THE ROOF FREE OF DEBRIS.

REPLACE WORN/ROTTED WEATHER-STRIPPING.

RE-CAULK CRACKED, LOOSE, OR MISSING CAULKING AT WINDOWS, TUBS, SINKS, ETC.

REPLACE BROKEN WINDOWS.

REPLACE LOOSE OR MISSING SHINGLES.

CLEAN WINDOW SCREENS.

PRESSURE WASH SIDING, BRICKS, ETC.

REPLACE WASHER HOSES ANNUALLY.

CALL AN ELECTRICIAN FOR SOCKETS THAT NO LONGER WORK.

VACUUM FURNACES, AC UNITS, VENTS, AND RE-TURN AIR VENTS.

KEEP A CLOSE EYE FOR LEAKS, BREAKS, FRAYING, MOLD, MILDEW, TERMITES, , SAGGING, AND SHIFTING.

USE BEST PRODUCTS IN ALL.

CHECK FIRE DETECTORS AND FIRE EXTINGUISHERS ANNUALLY.

PAINT WHEN NEEDED.

TRIM TREES AND SHRUBBERY APPROPRIATELY.

CLEAN GUTTER FLOW.

DISPOSE OF TRASH AND GARBAGE PROPERLY.

WHERE THERE ARE MULTIPLE REPAIRS NEEDED, A HOME INSPECTOR MAY BE NEEDED.

City of Tuscaloosa

Housing Counseling Program

Building / Buying Concerns

- AVAILABLE INCOME

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A LOOK at your monthly mortgage payment (fixed rate)

A good way to remember this information is by remembering the letters PITI.

P (principal): the dollar amount you borrow to purchase the property

I (Interest): what the lender charges you for the use of their money

T (Tax): money paid yearly to the tax assessor's office on the property

I (Insurance): money paid to cover hazards to the property and accidents of liability for individuals at the property

NOTES:

The payments of a fixed rate mortgage will not change; however, tax and insurance may increase annually.

What is Escrow?

Escrow is a special account that holds related expenses.

Tax and insurance payments are held in a separate account from the payment and interest. The account is called the escrow account. When the mortgage company and the tax assessment office send notification of payment due, the checks for annual tax and insurance are drawn from the escrow account and mailed to the respective offices.

When the insurance and/or tax increases, there is usually an escrow shortage. The increase is usually divided into twelve payments and added to the Principal and interest for a twelve month period.

City of Tuscaloosa

Office of Federal Programs
Walter Maddox, Mayor

LaParry Howell
Federal Programs Director

Lead is a Big Deal!

Any dwelling built/constructed prior to/before the year, 1978, must be tested for lead.

Lead is dangerous to young children and fetuses in pregnant women.

Lead can cause blindness, brain damage, and erratic behavior in children.

Lead can be ingested or inhaled.

BE WARNED!!! LEAD IS A BIG DEAL!!!!

Protect Your Family From Lead in Your Home

EPA747-K-99-001

_____
Name

_____
Date

Tuscaloosa Housing Counseling Program
2122 6th Street (Municipal Court Building) – Tuscaloosa, Alabama 35401
Email: ddrake@tuscaloosa.com

LEAD IS A BIG DEAL! DEAL WITH IT! GET A LEAD REPORT!

The Lead Disclosure Rule

Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, to protect families from exposure to lead from paint, dust, and soil. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

What is Required?

Before ratification of a contract for housing sale or lease, sellers and landlords must:

- Give an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family From Lead In Your Home" pamphlet, currently available in **English**, **Spanish**, **Vietnamese**, **Russian**, **Arabic** and **Somali**).
- Disclose any known information concerning lead-based paint or lead-based paint hazards. The seller or landlord must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
- Provide any records and reports on lead-based paint and/or lead-based paint hazards which are available to the seller or landlord (for multi-unit buildings, this requirement includes records and reports concerning common areas and other units, when such information was obtained as a result of a building-wide evaluation).
- Include an attachment to the **contract** or **lease** (or language inserted in the lease itself) which includes a Lead Warning Statement and confirms that the seller or landlord has complied with all notification requirements. This attachment is to be provided in the same language used in the rest of the contract. Sellers or landlords, and agents, as well as homebuyers or tenants, must sign and date the attachment.
- Sellers must provide homebuyers a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.

Types of Housing Covered?

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

Effective Dates

The regulations became effective on September 6, 1996 for transactions involving owners of more than 4 residential dwellings and on December 6, 1996 for transactions involving owners of 1 to 4 residential dwellings.

Recordkeeping

Sellers and lessors must retain a copy of the disclosures for no less than three years from the date of sale or the date the leasing period begins.

What Can You Do?

If you did not receive the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form when you bought or leased pre-1978 housing, contact **1-800-424-LEAD** (5323).

A BUDGET is a spending plan.
This is a monthly budget.

EXPENSE ITEM	FIXED EXPENSES	FIXED EXPENSES
	NOW(as a renter)	THEN (as a home-buyer)
Shelter		
Electricity		
Gas		
Water		
Phone		
Cell Phone		
Internet		
Security System		
Cable T.V.		
Car payment 1		
Car Payment 2		
Furniture Payment		
Appliance Payment		
Daycare Expense		
Child Support		
Alimony		
Life Insurance		
Car Insurance		
Other Insurance		
Renters' Insurance		
Loan or Credit Card		
Loan or Credit Card		
Loan or Credit Card		
Loan or Credit Card		
Loan or Credit Card		
Newspapers		
Magazines		
United Way, Red Cross, Etc.		
Church/Charities		
Monthly Saving		
Other		
Other		
Subtotal		

BUDGET (continued)

EXPENSE ITEM`	FLEXIBLE EXPENSE NOW/Renter	TOTAL AMOUNT THEN/Home-buyer
Food/Groceries		
Special Diet Food Costs		
Clothing (family)		
Car Gas		
Travel Pool Costs		
Parking Costs		
Car Maintenance		
Medical (Prescript and OTC		
Personal		
Household		
Vacation		
Dinners/Movies		
Gifts (annual divided by 12)		
Lawn Care		
Alcohol		
Tobacco		
Social Expenses		
Professional Memberships		
Professional Laundering		
Professional Hobbies		
Other		
Other		
Other		
Sheet 1 Total		
Sheet 2 Total		

BUDGET (continued)

NOW AS A RENTER:

What is your total monthly income (NET)? $ _____

What is your total monthly expense? $ _____

What is the remaining monthly income $ _____

THEN AS A BUYER:

What is your total monthly income (NET)? $ _____

What is your total monthly expense? $ _____

What is the remaining monthly income $ _____

Name: _____

Date: _____

Budget Reminders

It is important to track your daily spending to have a successful budget. It's the small purchases that we usually do not make allowance in our budget; yet, we spend a goodly sum for these purchases daily. Although this may not apply to everyone, generally, this is the case.

An example of these little noticed purchases include the following:

- Gum
- Soft drinks
- Machine snacks
- Breakfast and lunch fast foods
- Child(ren) treat
- Tobaccos
- Alcohol
- Bottle water
- Coffee
- Candy/mints

Other purchases that we may not consider include:

- Car care
- Office kitty/fund
- Club dues
- DIY purchases (i.e. caulk, paint, brushes)
- Batteries
- Hair care (salon and treatments)
- Nail care (salon and treatments)
- Body care (gyms and treatments)
- Vitamins
- Extra transportation
- Field trip costs and snacks
- Replacement of worn under-garments

Ultimate Necessities

- Home repairs
- Home Replacements
- Tires
- Major Car upkeep
- Sickness
- Medicines / Co-pays / Etc.
- Private Sitters
- Storm Preparation
- Extreme Utility costs due to extreme heat or extreme cold

And there is still more! However, the objective is to be prepared for as much as possible and to eliminate waste as soon as it is recognized. Look for areas of waste.

Produced by Dora Drake, Housing Counselor 10/7/2014

City of Tuscaloosa

NEIGHBORHOOD LAKE CLEAN-UP

Community Development Block Grant – Disaster Recovery

APPLICATION

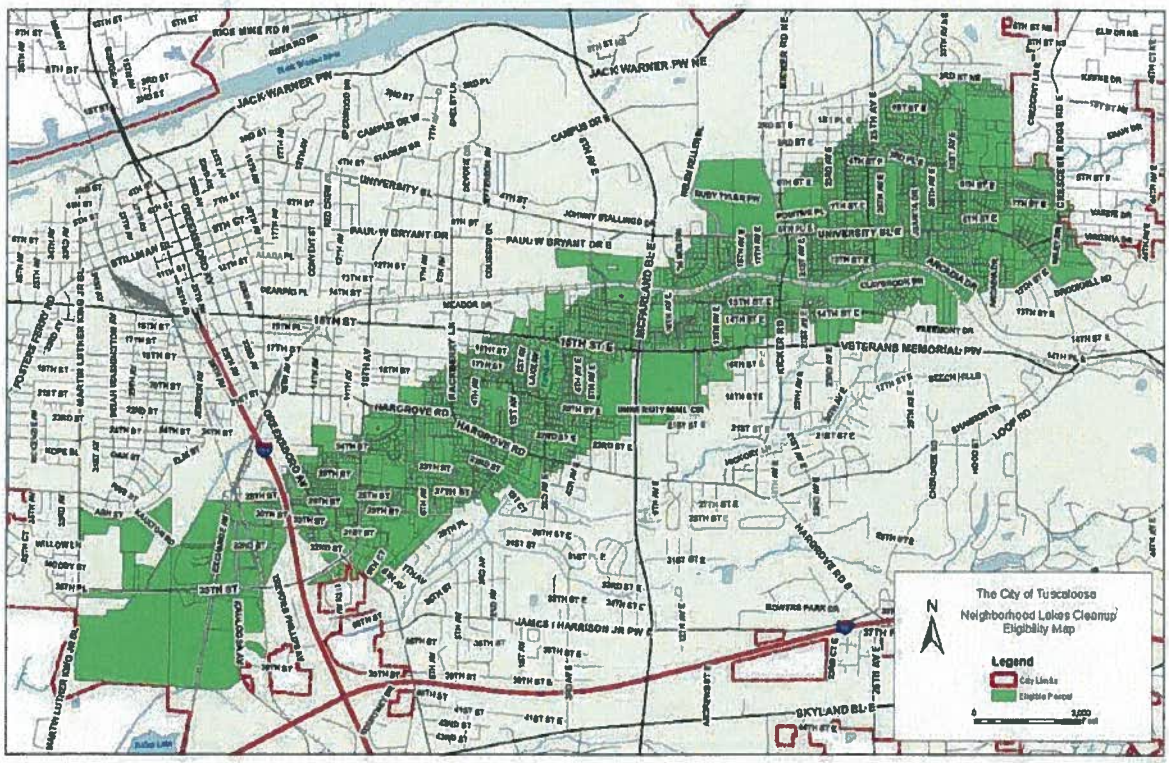
Disaster Recovery Division
Office of the Mayor
2201 University Boulevard, Tuscaloosa, Alabama, 35401 • (205) 248-5700 • www.tuscaloosa.com

PURPOSE

As a result of the April 2011 tornado, the City of Tuscaloosa has identified approximately 20 bodies of water within the Recovery area that may have suffered the after effects of debris. As a result, the city plans to implement a lake cleanup program to assist both publicly and privately owned lakes with removal of debris and restore the lakes to their optimal state for enjoyment by the citizens of Tuscaloosa. Beautification of these lakes will also foster the protection of aquatic species and other wildlife in the area.

ELIGIBILITY

Bodies of water must be located within the recovery area as defined by the Eligibility Map and must be located within a census tract that is classified as a low to moderate income according to the 2010 census data. The areas meeting both requirements are listed below in green.



APPLICATION PROCESS

Submit the following items to the Community Development Program Manager:

(1) Completed Application (enclosed)
(2) List of all ownership in said property (must be names as they would appear on all deeds)
(3) Signed Right of Entry forms by all individuals who have ownership in the property
(4) A detail of any proposed matching funds to be provided by private citizens

Applications will be received from November 1 – 30. Projects will be evaluated by an independent Lakes Review Committee as they are received. Review will be based on completeness of items 1-4 above on a first come basis.

The Lakes Review Committee will evaluate the applications and the applicants will be notified of their status after the Committee has completed the evaluation. The Committee's recommendation will be forwarded to the Tuscaloosa City Council for final approval. No recommendation will be forwarded to the City Council until it has been recommended by the Lakes Review Committee.

AWARD AMOUNT

The Engineering Firm of CFM Engineering will evaluate projects as they are recommended by the Committee (based on first come) and will determine the estimated cost of the project and funds will be allocated up to the maximum amount of funds available ($200,000). Projects in excess of award amount will require cost sharing of property owners or otherwise deemed ineligible.

USE OF FUNDS

The funds will only be used to remove debris that is a result of the tornado. This will not include the removal of siltation whether man made or that naturally occurs over time.

ENVIRONMENTAL REVIEW

The City of Tuscaloosa will perform all environmental assessments (EA) as required under federal law with the cost of said EA being paid from the project funds.

HOW TO APPLY:

Complete the Tuscaloosa Neighborhood Lakes Clean-Up application and a Right of Entry permit for each property owner located on the lake. Return application and all Right of Entry permits to City Hall or email Savannah Howell: showell@tuscaloosa.com.

NEIGHBORHOOD LAKES CLEAN-UP APPLICATION

Name: _____

Phone Number: _____ Email: _____

Address: _____

_____

Location of lake: _____

_____

Number of properties located on lake: _____

OTHER FUNDING SOURCES

(For all, please provide documentation.)

FEMA (Federal Emergency Management Agency)

Have you received disaster recovery assistance from FEMA? Yes_____ No_____

If yes, what is the amount funding? _____

If no: Did you decline FEMA funding? Yes_____ No_____

What was the amount of funding? _____

Why was funding not accepted? _____

INSURANCE

Have you received disaster recovery assistance from insurance? Yes_____ No_____

If yes, what is the amount? _____

OTHER

Have you received disaster recovery assistance from any other agency? Yes_____ No_____

If yes, explain agency and funding received: _____

_____

STATE OF ALABAMA
TUSCALOOSA COUNTY

RIGHT OF ENTRY PERMIT

The undersigned hereby certifies and warrants that he/she is the owner/person in control or charge of the property described herein; and in consideration of the mutual benefits deriving from this permit to each party, the undersigned hereby authorizes the City of Tuscaloosa, a Municipal Corporation, and/or its contractor/consultant to enter in and onto the property of the undersigned for the following purpose:

(describe: clean up, etc.)_____

_____

_____

Address:_____

The undersigned does hereby further forever release and hold harmless said City of Tuscaloosa, its officers, agents and employees from all claims or demands which the undersigned may have or hereafter acquire, including any personal injury or injury sustained to said property or improvements thereon, of any nature whatsoever, as a result of the above described activities. Furthermore, the undersigned releases the City of Tuscaloosa, its officers, agents and employees, from any claim, present or in the future, of any damages pursuant to Article XII, Section 235, of the Constitution of Alabama, which might arise or be claimed as a result of the above described activities.

This the _____ day of _____, _____.

Property Owner/Person in Control
or Charge of the Property:

_____

_____

Witnesses:

_____

_____

City of Tuscaloosa Commercial Revolving Loan Program

Administrative Guidelines

Amended February 9, 2016

I. INTRODUCTION

On April 27, 2011, 421 businesses were directly affected, some destroyed, in the path of the EF-4 tornadoes. In an effort to assist those businesses that experienced a devastating loss, the City of Tuscaloosa is allocating a portion of its Community Development Block Grant for Disaster Recovery for funding. The City of Tuscaloosa's Commercial Revolving Loan Program offers eligible businesses a zero-interest loan repayable over a maximum term of five years. Funding from the Commercial Revolving Loan Program can be used for documentable activities such as land acquisition, working capital, and equipment. The program's goal is to create and/or sustain businesses in the affected area to provide economic benefit to the community and to mitigate the loss of employment for low income individuals resulting from disaster.

As mentioned previously, the program is funded through the Community Development Block Grant Disaster Recovery (CDBG-DR) Funds allocated to the City of Tuscaloosa as disaster recovery funding in direct result of the April, 27, 2011 tornadoes. The Commercial Revolving Loan Program as well as all programs enacted with CDBG-DR funds will be subject to accordance with all City, State of Alabama, U.S. Department of Housing and Urban Development (HUD) regulations.

II. ELIGIBILITY CRITERIA

A. Eligible Businesses

1. Must be located, relocating, or developing in a designated recovery area (recovery areas are defined on a map located at tuscaloosa.com) *A business may request special consideration for approval if the business location is in close vicinity of the designated recovery area. Location approval will be approved by the Mayor, Chief Resilience Officer (Office of Resilience and Innovation), or other applicable program management personnel. *
2. Must create and/or retain low to moderate income jobs
3. Must provide appropriate documentation certifying creation and/or retention of low to moderate income jobs (at least 51%) (24 CFR 570-208)
4. Must demonstrate that proposed use of funds will be used for eligible activities (24 CFR 570.201-207)
5. Must provide sufficient collateral in the case of default on the loan
6. Must demonstrate that project can reasonably begin within 90 days of funding

B. Ineligible Businesses

1. Businesses that operate in whole or part for the general conduct of government.
2. Businesses that are recognized as non-profit agencies, 501 (c)3 organizations, single-family and multifamily developments, and religious/civic organizations

3. Businesses that will use funding as duplication of benefits (i.e. funding from another source already covers the expense)

C. Job Retention and/or Creation Eligibility

Businesses funded through the Commercial Revolving Loan Program must document all job creation and /or retention benefitting low to moderate income qualified full time employees or full time equivalency. Job creation for low to moderate income qualified employees may be justified by documenting that the jobs are in fact low to moderate income positions and that for funding through the Commercial Revolving Loan Program these positions would not be feasible. Job retention of low to moderate income qualified employees can be justified by documenting that these jobs would be lost without the assistance of the Commercial Revolving Loan Program.

Employers of funded businesses will be required to provide any appropriate requested documentation, as outlined in the loan agreement, during the term of the program.

D. Eligible uses of Loan Proceeds

Commercial Revolving Loan funds can be used to support or offset documentable expenses that include land and/or building purchase or improvement, machinery and equipment purchase and/or installation, leasehold improvements, working capital, inventory purchase, and refinancing of existing debt. Eligible use of proceeds will be documented in the signed loan agreement and monitored throughout the longevity of the program.

E. Ineligible Use of Loan Proceeds

Commercial Revolving Loan funds cannot be used to fund any of the following expenses including, but not limited to: delinquent debts and or taxes. Eligible use of proceeds will be documented in the signed loan agreement and monitored throughout the longevity of the program.

III. APPLICATION PROCESS

All loan applications are subject to review by the Community Development Program Manager from the Office of Resilience and Innovation, Chief Resilience Officer, Director of Federal Programs, Finance Director, and Director of Economic Development which will then recommend businesses for final approval by the City of Tuscaloosa City Council. The Commercial Revolving Loan Committee will evaluate each application on a variety of factors, including ability to repay the loan, neighborhood impact, job creation and/or retention, ability to start the project within 90 days of funding, financial stability, past financial performance, debt capacity, management experience, and the overall contribution of the project to the City of Tuscaloosa's economy.

If the review committee does not approve the applicant's proposal for recommendation to the City Council, if the applicant so wishes they may appeal to an independent review committee. At this point, the independent review committee can either recommend the application to the City Council or also reject the applicant's proposal. If the independent review committee does not recommend the applicant's proposal to the City Council, the applicant will be notified by letter that their application is not being considered for funding.

<u>At a minimum the following materials will be required:</u>

- Completed Commercial Revolving Loan application
- Business Plan
- Project Budget and Description
- Collateral (equal to the amount of funding requested)
- Prior three years of business financial statements (audited or review)
- Prior three years of business and personal tax returns
- Personal financial statement (applies if business has been in operation for less than three years and /or if less than 100% of collateral is offered to secure the loan requested)
  Additional information may be requested.

IV. LOAN AMOUNTS

Applicants may request amounts between $20,000 and $200,000. Each loan amount shall be determined on a case-by-case basis taking into account the business's current financial state, business obligations, and cash flow requirements. In compliance with HUD guidelines, at a minimum one (1) job for every $50,000 requested must be created and/or retained to benefit persons qualifying as low to moderate income individuals.

V. LOAN PRICING AND TERMS

Loans awarded through the Commercial Revolving Loan Program are a zero percent loan repayable over a maximum of five years; although a repayment term of three years is highly recommended. Non-compliance with any of the loan terms shall result in full immediate repayment at the time of non-compliance. To monitor for compliance, loans will be subject to six-month and one-year visits at a minimum; additional visits may be necessary based on the nature of each individual business. A business's failure to comply with any or all of the terms and conditions associated with the loan program will result in a default and become due and payable immediately.

VI. LOAN REPAYMENT TERMS

No payment of interest is due on the loan during the term of the program. However, each awardee is responsible for a payment of principal each month of the loan repayment term (terms may vary). There is no penalty for early repayment; however, each loan must be paid in full by the end of the repayment term. A business's failure to comply with any or all of the terms and conditions associated with the loan program will result in a default and become due and payable immediately.

VII. COLLATERAL

All loans will require collateral sufficient to secure a minimum of 100% of the loan's value. Collateral offered to secure the loan may include, but is not limited to property or equipment. For all applicants receiving loans with collateral value of less than 100%, a personal guarantee by the borrower (s), as well as submission of personal financial statements to prove personal financial stability, will be required. In addition, the borrower (s) shall agree to subordinate all officer debt and defer monthly payments to all officers to the City's loan.

VIII. SITE VISITS

The City of Tuscaloosa shall conduct at a minimum semi-annual site visits for the term of the loan to verify that all practices are in compliance with the terms set forth in the loan agreement. General factors that will be considered in site visits include, but are not limited to the following.

Site visits will be conducted in order to determine whether the business is in operation and whether the business is employing low to moderate income individuals and the correct number of low to moderate income individuals based on the loan amount. Documents to provide verification of low to moderate employment may include, but is not limited to tax returns, payroll documents, and financial statements. Whether or not the business is determined as operating, open for business, or in compliance as defined in the loan agreement will be determined by the management of the City of Tuscaloosa Commercial Revolving Loan Program.

If upon the site visit or through prior notification, it is determined that the business is no longer operating, the loan will be considered in default. Furthermore, if the business fails to abide by the terms set forth in the loan agreement of remaining in business and fails to properly abide by and document the employment of eligible LMI (low to moderate income) individuals, this action shall also result in the default of the loan.

If the awarded business defaults on the payment of the loan or in the obligations and terms set forth in the loan agreement, the business must immediately pay the remaining loan value to the City of Tuscaloosa's Commercial Revolving Loan Program.

IX. APPROVED LOANS

As mentioned earlier, all loans are subject to review by the Community Development Program Manager from the Office of Resilience and Innovation, Chief Resilience Officer, Director of Federal Programs, Finance Director, and Director of Economic Development which makes a recommendation to the City of Tuscaloosa City Council for final approval. If the Commercial Revolving Loan Committee chooses to recommend the loan applicant's request to the City Council, the applicant is notified to attend the City Council meeting at which the request for funding will be either approved or denied. If approved, the loan applicant will be reminded of the terms and conditions of the loan; after which a loan agreement will be prepared and a closing date set. As mentioned before, if the review committee does not approve the applicant's proposal for recommendation to the City Council, if the applicant so wishes they may appeal to an independent review committee. At this point, the independent review committee can either recommend the application to the City Council or also reject the applicant's proposal. If the independent review committee does not recommend the applicant's proposal to the City Council, the applicant will be notified by letter that their application is not being considered for funding.

X. LOAN DISBURSEMENTS

Awarded business will be required to submit documentation outlining the use of all funds to ensure that the use was eligible as set forth in the loan application and agreement. Funding will be released to awarded businesses following approval of the City Council, submission of all requested materials, and signing of the loan agreement.

XI. LOAN CONDITIONS

Recipients are required to submit monthly payments, at a zero percent interest rate, over the established term of repayment. Inability and/or failure to repay the loan will result in the use of collateral for repayment. Failure to meet the required conditions as set forth in the loan agreement will result in full immediate repayment to the City of Tuscaloosa's Commercial Revolving Loan Program.

Loan conditions include, but are not limited to:

1. Documentation from the borrower validating job creation and/or retention of LMI positions
2. Business must notify the City of Tuscaloosa Commercial Revolving Loan Program of any change in the status of the business
3. Business must continue to operate as the nature of business that was stipulated in the loan agreement for the term of the loan
4. Business shall absolutely comply with any and all requests needed for compliance and general documentation needed for program use as set forth in the loan agreement

City of Tuscaloosa Small Business Revitalization Loan Program

Administrative Guidelines

Amended February 9, 2016

I. INTRODUCTION

On April 27, 2011, 421 businesses were directly affected, some destroyed, in the path of the EF-4 tornadoes. In an effort to assist those businesses that experienced a devastating loss, the City of Tuscaloosa is allocating a portion of its funding through ADECA's Community Development Block Grant for Disaster Recovery. The City of Tuscaloosa's Small Business Revitalization Loan Program offers eligible businesses a loan, in which case that loan is forgivable is businesses remain in compliance over the term of the loan agreement. Funding from the Small Business Revitalization Loan Program can be used for documentable activities such as land acquisition, working capital, and equipment. The program's goal is to create and/or sustain businesses in the affected area to provide economic benefit to the community and to mitigate the loss of employment for low income individuals resulting from the disaster.

As mentioned previously, the program is funded through ADECA's allocation of Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the City of Tuscaloosa as disaster recovery funding in direct result of the April 27, 2011 tornadoes. The Small Business Revitalization Loan Program as well as all programs enacted with CDBG-DR funds will be subject to accordance with all City, State of Alabama, and U.S. Department of Housing and Urban Development (HUD) regulations.

II. ELIGIBILTY CRITERIA

A. Eligible Businesses

1. Must be located, relocating, or developing in a designated recovery area (recovery areas are defined on a map located at www.tuscaloosa.com) * A business may request special consideration for approval if the business location is in close vicinity of the designated recovery area. Location approval will be approved by the Mayor, Chief Resilience Officer (Office of Resilience and Innovation), or other applicable program management personnel. *
2. Must create and/or retain low to moderate income jobs
3. Must provide appropriate documentation certifying creating and/or retention of low to moderate income jobs (at least 51%) (24 CFR 570.208)
4. Must demonstrate that proposed use of funds will be used for eligible activities (24 CFR 570.201-207)

5. Must provide sufficient collateral in the case of default on the loan
6. Must demonstrate that project can reasonable begin within 60 days of funding

B. Ineligible Businesses

1. Businesses that operate in whole or part for the general conduct of government
2. Businesses that are recognized as non-profit agencies, 501(c) 3 organizations, single-family and multi-family developments, and religious/civic organizations
3. Businesses that will use funding as duplication of benefits (i.e. funding from another source already covers the expense)

C. Job Retention and/or Creation Eligibility

Businesses funded through the Small Business Revitalization Loan Program must document all job creation and/or retention benefitting low to moderate income qualified full time employees or full time equivalency. Job creation for low to moderate income qualified employees may be justified by documenting that the jobs are in fact low to moderate income positions and that for funding through the Small Business Revitalization Loan Program these positions would not be feasible. Job retention of low to moderate income qualified employees can be justified by documenting that these jobs would be lost without the assistance of the Small Business Revitalization Loan Program.

Employers of funded businesses will be required to provide any appropriate requested documentation, as outlined in the loan agreement, during the term of the program.

D. Eligible Uses of Loan Proceeds

Small Business Revitalization loan funds can be used to support or offset documentable expenses that include land and/or building purchase or improvement, machinery and equipment purchase and/or installation, leasehold improvements, working capital, inventory purchase, and refinancing of existing debt. Eligible use of proceeds will be documented in the signed loan agreement and monitored throughout the longevity of the program.

E. Ineligible Use of Loan Proceeds

Small Business Revitalization loan funds cannot be used to fund any of the following expenses including, but not limited to: delinquent debts and/or taxes. Eligible use of proceeds will be documented in the signed loan agreement and monitored throughout the longevity of the program.

III. APPLICATION PROCESS

All loan applications are subject to review by the Community Development Program Manager from the Office of Resilience and Innovation, Chief Resilience Officer, Director of Federal Programs, Finance Director, and Director of Economic Development which will then recommend

businesses for final approval by the City of Tuscaloosa City Council. The Small Business Revitalization Loan Committee will evaluate each application on a variety of factors, including ability to repay the loan (should payment deem necessary), neighborhood impact, job creation and/or retention, ability to start the project within 60 days of funding, financial stability, past financial performance, debt capacity, management experience, and the overall contribution of the project to the City of Tuscaloosa's economy.

If the review committee does not approve the applicant's proposal for recommendation to the City Council, if the applicant so wishes they may appeal to an independent review committee. At this point, the independent review committee can either recommend the application to the City Council or also reject the applicant's proposal. If the independent review committee does not recommend the applicant's proposal to the City Council, the applicant will be notified by letter that their application is not being considered for funding.

At a minimum the following materials will be required:

- Completed Small Business Revitalization loan application
- Business Plan
- Project Budget and Description
- Collateral (equal to the amount of funding requested)
- Prior three years of business and personal tax returns
- Personal financial statement (applies if business has been in operation for less than three years and/or if less than 100% of collateral is offered to secure the loan requested)

  Additional information may be requested.

IV. LOAN AMOUNTS

Applicants may apply for either $20,000 or $50,000 depending on the location of the business. The Small Business Revitalization loan eligibility map (attached) has been designated into three zones. In Zone 1 and Zone 3, businesses will be eligible for up to $50,000, while businesses in Zone 2 will remain at the $20,000 assistance threshold. Each loan amount shall be determined on a case-by-case basis taking into account the business's current financial state, business obligations, and cash flow requirements. In compliance with HUD guidelines, at a minimum, 51% of jobs must be created and/or retained to benefit persons qualifying as low to moderate income individuals. Low to moderate income levels for Tuscaloosa County are determined using the Housing and Urban Development (HUD) Income Limits for a given year; the income limits can be found at www.hud.gov.

Businesses that have previously been awarded the assistance ($20,000) and are located in either Zone 1 or Zone 3 will be eligible to submit a subsequent application and apply for the additional $30,000. The application will undergo the same approval process as others.

V. LOAN PRICING AND TERMS

Loans awarded through the Small Business Revitalization Loan Program will be considered forgivable if the business remains in compliance over the term of the loan program. If the business is found at any time to not be in compliance, the business will be required to annually repay 25% but not less than the total owed or $12,500. The business will be monitored for compliance over the term of the loan program which shall be at a minimum 1 year. Non-compliance with any of the loan terms shall result in the repayment of funds as described above at the time of non-compliance. To monitor for compliance, loans will be subject to six-month and one-year visits at a minimum; additional visits may be necessary based on the nature of each individual business. A business's failure to comply with any or all of the terms and conditions associated with the loan program will result in a default and become due and payable as outlined above.

VI. LOAN REPAYMENT TERMS

No monthly payments will be made on the loan. A business's failure to comply with any or all of the terms and conditions associated with the loan program will result in a default and become due. The business may choose to annually pay 25% but not less than total amount owed or $12,500.

VII. COLLATERAL

All loans will require collateral sufficient to secure a minimum of 100% of the loan's value. Collateral offered to secure the loan may include, but is not limited to property or equipment. For all applicants receiving loans with collateral value of less than 100%, a personal guarantee by the borrower (s), as well as submission of personal financial statements to prove personal financial stability, will be required. In addition, the borrower (s) shall agree to subordinate all officer debt and defer monthly payments to all officers to the City's loan.

VIII. SITE VISITS

The City of Tuscaloosa shall conduct at a minimum six-month and one year site visits for the term of the loan to verify that all practices are in compliance with the terms set forth in the loan agreement. General factors that will be considered in site visits include, but are not limited to the following. Site visits will be conducted in order to determine whether the business is in operation and whether the business is employing low to moderate income individuals and the correct number of low to moderate income individuals based on the loan amount. Documents to provide verification of low to moderate employment may include, but is not limited to tax returns, payroll documents, and financial statements. Whether or not the business is determined as operating, open for business, or in compliance as defined in the loan agreement will be determined by the management of the City of Tuscaloosa Small Business Revitalization Loan Program.

If upon the site visit or through prior notification, it is determined that the business is no longer operating, the loan will be considered in default. Furthermore, if the business fails to abide by the terms set forth in the loan agreement of remaining in business and fails to properly abide by

and document the employment of eligible LMI (low to moderate income) individuals, this action shall also result in the default of the loan.

IX. APPROVED LOANS

As mentioned earlier, all loans are subject to review by the Community Development Program Manager from the Office of Resilience and Innovation, Chief Resilience Officer, Director of Federal Programs, Finance Director, and Director of Economic Development which makes a recommendation to the City of Tuscaloosa City Council for final approval. If the review committee chooses to recommend the loan applicant's request to the City Council, the applicant is notified to attend the City Council meeting at which the request for funding will be either approved or denied. If approved, the loan applicant will be reminded of the terms and conditions of the loan; after which a loan agreement will be prepared and a closing date set. As mentioned before, if the review committee does not approve the applicant's proposal for recommendation to the City Council, if the applicant so wishes they may appeal to an independent review committee. At this point, the independent review committee can either recommend the application to the City Council or also reject the applicant's proposal. If the independent review committee does not recommend the applicant's proposal to the City Council, the applicant will be notified by letter that their application is not being considered for funding.

X. LOAN DISBURSEMENTS

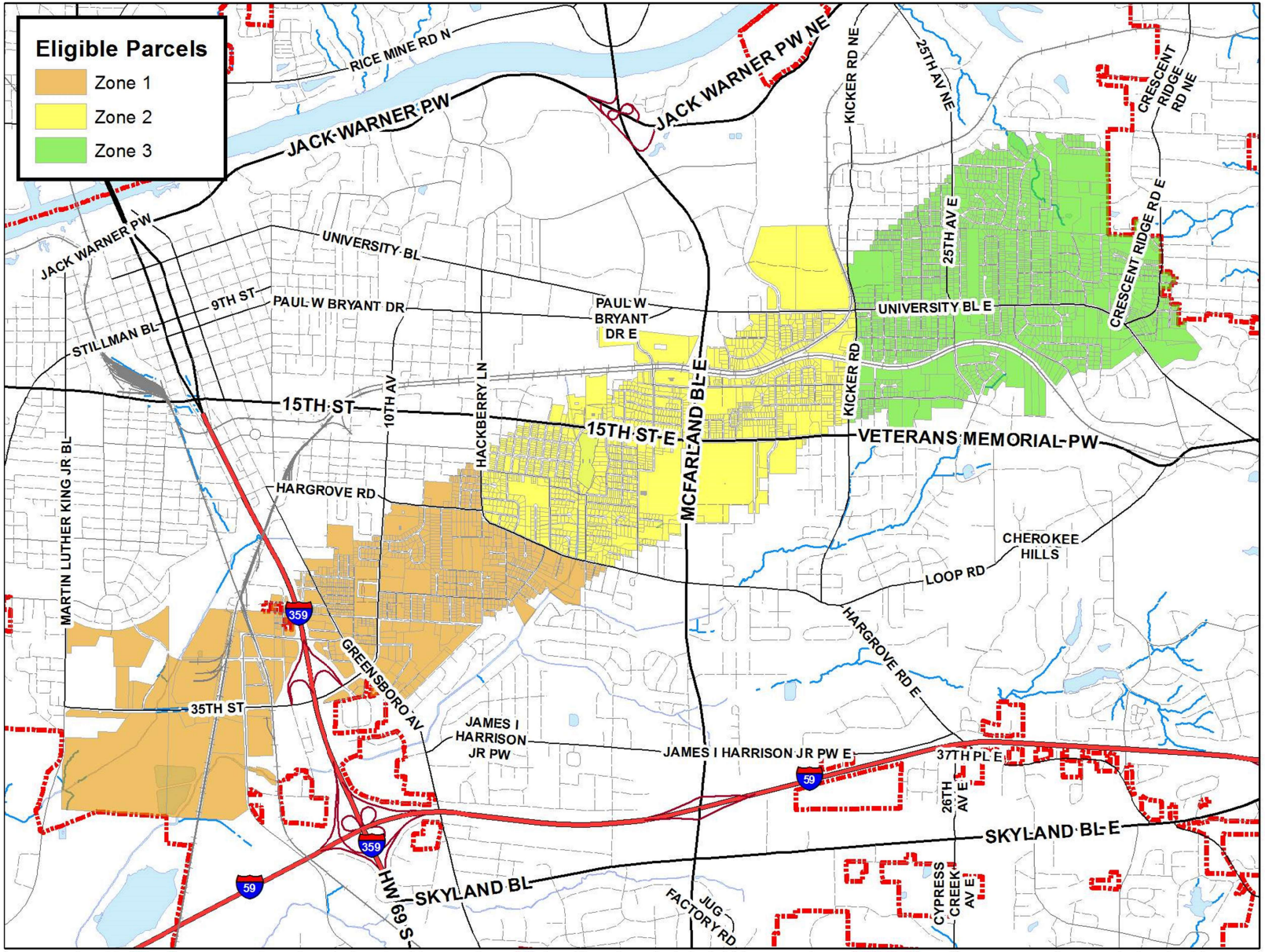
Awarded businesses will be required to submit documentation outlining the use of all funds to ensure that the use was eligible as set forth in the loan application and agreement. Funding will be released to awarded businesses following approval of the City Council, submission of all requested materials, and signing of the loan agreement.

XI. LOAN CONDITIONS

Recipients are required to comply with all requirements set forth in the loan agreement. If the business is found to be in non-compliance at any time, the loan will be subject to repayment by the terms set forth. Inability and/or failure to repay the loan will result in the use of collateral for repayment.

Loan conditions include, but are not limited to:

1. Documentation from the borrower validating job creation and/or retention of LMI positions
2. Business must notify the City of Tuscaloosa Small Business Revitalization Loan Program of any change in the status of the business
3. Business must continue to operate as the nature of business that was stipulated in the loan agreement for the term of the loan
4. Business shall absolutely comply with any and all requests needed for compliance and general documentation needed for program use as set forth in the loan agreement


Eligible Parcels
Zone 1
Zone 2
Zone 3
RICE MINE RD N
JACK WARNER PW
JACK WARNER PW NE
KICKER RD NE
25TH AV NE
CRESCENT RIDGE RD NE
CRESCENT RIDGE RD E
25TH AV E
UNIVERSITY BL
9TH ST
PAUL W BRYANT DR
PAUL W BRYANT DR E
UNIVERSITY BL E
STILLMAN BL
15TH ST
10TH AV
HACKBERRY LN
15TH ST E
MCFARLAND BL E
KICKER RD
VETERANS MEMORIAL PW
HARGROVE RD
MARTIN LUTHER KING JR BL
CHEROKEE HILLS
LOOP RD
HARGROVE RD E
359
GREENSBORO AV
35TH ST
JAMES I HARRISON JR PW
JAMES I HARRISON JR PW E
37TH PL E
59
26TH AV E
SKYLAND BL E
SKYLAND BL
HW 69 S
JUG FACTORY RD
CYPRESS CREEK AV E

Code of Federal Regulations

Title 24 - Housing and Urban Development

Volume: 3
Date: 2013-04-01
Original Date: 2013-04-01
Title: Section 570.208 - Criteria for national objectives.
Context: Title 24 - Housing and Urban Development. Subtitle B - Regulations Relating to Housing and Urban Development (Continued). CHAPTER V - OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT. SUBCHAPTER C - COMMUNITY FACILITIES. PART 570 - COMMUNITY DEVELOPMENT BLOCK GRANTS. Subpart C - Eligible Activities.

§ 570.208 Criteria for national objectives.

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to

demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining "affordable rents" for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(*1*) Meets the requirements of paragraph (a)(4)(v) of this section; or

(*2*) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(*1*) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

(*1*) All block groups in the census tract have poverty rates of at least 20 percent;

(*2*) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

(*3*) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(*1*) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than $10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(*2*) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(*1*) of this section) is $10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(*1*) Physical deterioration of buildings or improvements;

(*2*) Abandonment of properties;

(*3*) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(*4*) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(*5*) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration

of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

Note:
Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

City of Tuscaloosa

COMMERCIAL REVOLVING LOAN PROGRAM

Community Development Block Grant – Disaster Recovery

APPLICATION

Disaster Recovery Division
Office of the Mayor
2201 University Boulevard, Tuscaloosa, Alabama, 35401 • (205) 248-5700 • www.tuscaloosa.com

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Purpose

The City of Tuscaloosa's Commercial Revolving Loan Program's purpose is to provide economic development assistance for businesses or developments that create and/or retain low to moderate income jobs, to encourage business development and expansion, and to stimulate private investment in the recovery area.

Eligibility

Businesses or developments must be located, relocating, or developing in the recovery area as defined by the Commercial Revolving Loan Program Eligibility Map (see map on page 18). Please contact the Community Development Program Manager if you have questions about location eligibility. Any funds loaned must be used for the business or development located within the recovery area and cannot be used for any other locations.

Please note: Nonprofit agencies, 501(c)(3) organizations, single-family and multifamily developments, and religious/civic institutions are not eligible.

The Loan Process

1

Submit the following items to the Community Development Program Manager:
(1) Completed Application (enclosed)
(2) Project Budget and Description (see page 4)
(3) Business Plan (see page 5)
(4) Required Financial Documents (see page 4)

2

All loan applications will be accepted on a continual basis and will be evaluated by the Commercial Revolving Loan Program Review Committee as they are received.

3

The submitted loan application will be reviewed by the Commercial Revolving Loan Program Review Committee. Applicants will be notified of their status after the Committee has evaluated the loan application. The Committee's recommendations will be forwarded to the Tuscaloosa City Council for final approval.

Loan Amount, Terms, and Conditions

The minimum loan amount is $20,000 and the maximum loan amount is $200,000.

All loans will require a monthly payment. Loan terms will not exceed five years; however, three years is strongly encouraged. Loans may be prepaid at any time without penalty.

The project must commence within 90 days of receiving the loan proceeds. Those receiving loans must be able to show that at least 51% or more of the job positions at the business are either known to be currently held by low to moderate income persons at the time the loan is received or are not currently held by low to moderate income persons but could be reasonably expected to transition to low to moderate income persons within two years.

The Commercial Revolving Loan Program Review Committee reserves the right to hold the applicant in default if the loan proceeds are not spent in accordance with the approved project description.

Collateral and Guarantees

Applicants will be required to provide 100% of collateral equal to the loan value. Collateral may be provided through business assets or personal assets. Collateral offered to secure the loan will be detailed on pages 10-11 of the loan application.

For all applicants using personal assets as collateral value, a personal guarantee by the borrower(s) as well as submission of personal financial statements to prove personal financial stability will be required. . In addition, the Borrower(s) shall agree to subordinate all officer debt and defer monthly payments to all officers to the City's loan.

Use of Loan Funds

Loan funds may be used for the following:

- Land, building purchase and/or improvement
- Machinery and equipment purchase and/or installation
- Leasehold improvements
- Working capital
- Inventory purchase
- Refinancing of existing debt

Loan Application Evaluation

The Commercial Revolving Loan Program Review Committee will evaluate all loan applications based on the following criteria: (1) ability to repay the loan, (2) neighborhood impact, (3) job creation and retention, and (4) ability to start the project within 90 days. Special consideration will be given to minority or women owned businesses, businesses that are new to the Tuscaloosa market, and businesses that provide a missing service or retail opportunity to a specific sector of the City.

How to Apply

Application Steps

1. Complete the Eligibility Checklist on page 6.
2. Complete the information on pages 7-12 of this application.
3. Complete and sign the Personal Financial Statement for each applicant on pages 13-14 if applicable.
4. Review and sign the Application Certification on page 17.
5. Submit the formentioned items, the requested financial documents, a business plan, and a project budget and description to the Community Development Program Manager.

Please make a copy of all items submitted for your records.

Project Budget and Description

Please supply a narrative that includes the following information:

- The dollar amount of the loan you are requesting
- A general description of how the loan funds will be used by your business
- Details of how the funds will be used and how they will enhance the activities of your business
- A proposed project completion schedule

If applicable, please include the following in your narrative:

- Cost estimates of any purchases planned with loan funds along with backup of estimates
- Any other financing secured though private financing or other public funding that will be used for your project
- A listing and copies of architectural renderings, building permits issued, lease agreements or mortgage information for business location

Financial Documents

The following financial documentation is required for loan consideration. Please submit copies and keep the original documents.

Business Financial Information

Business tax returns - For an established business of three or more years, corporate federal and state income tax returns for the previous three years. For businesses established for one to two years, corporate federal and state income tax returns for the years of operation along with personal federal and state income tax returns for the remainder of the full three year picture.

Business financial statements - For an established business of three or more years, corporate audited or reviewed financial statements for the previous three years. For businesses established for one to two years, corporate audited or reviewed financial statements for the years of operation.

Personal Financial Information

Personal tax returns - Federal and state income tax returns including all schedules for the members of the business that own more than 20% of the business equity are required for the years for which no business tax return is available to complete the three year picture as listed above.

Personal financial statement - If less than 100% of collateral from the business is offered to secure the loan requested or if the business has been in operation for less than three years, then please complete the Personal Financial Statement section of the application on pages 12-13.

Business Plan

"A business plan is an essential roadmap for business success. This living, breathing document generally projects 3-5 years ahead and outlines the route a company intends to take to reach, maintain and grow revenues. A well thought out plan also helps you to step-back and think objectively about the key elements of your business venture and informs your decision-making." - SBA.gov

Your business plan is a requirement for The City of Tuscaloosa's Commercial Revolving Loan Program. It can also be used to procure additional funding from sources such as banks and investors.

All applications must include a typed business plan that contains the following items:

Business Description. Your business description should include a company history, the current industry trends, customers and market potential, short and long-term goals, and future plans.

Neighborhood Impact. Will your business create or retain jobs? How many of those jobs will be low to moderate income level (80 percent of area median income)? How will your business improve the community? Give a description of how your business will contribute to the City in addition to answering the questions above.

Product/Service Description. Give a detailed description of your product or service, and please explain product lines, equipment, suppliers, materials, pricing, etc.

Management and Business Operations. Provide a description of your management structure and describe your existing or proposed location, workforce, hours of operation, and accounting methods.

Current Financial Situation and Financing Proposal. Provide a detailed snapshot of your current financial situation.

Additional Information. Please include a table of contents and a list of references for any external documents that are included. Feel free to include items such as menus, promotional items, or brochures that help explain your business.

Resources

- Small Business Administration (SBA)
  www.sba.gov
- SCORE
  www.score.org
- The Chamber of Commerce of West Alabama
  http://tuscaloosachamber.com/
- The Edge - Center for Entrepreneurship and Innovation
  800 2nd Avenue, Tuscaloosa, AL 35401

Eligibility Certification

1. Is your business or development currently located, locating, or developing in the recovery area as defined by the Eligibility Map on page 18? Yes ☐ No ☐
2. Does the requested loan amount fall between $20,000 - $200,000? Yes ☐ No ☐
3. Does your proposed use of loan funds meet the standards outlined on page 2 of this application? Yes ☐ No ☐
4. Does your proposal create or retain low to moderate income jobs? Yes ☐ No ☐
5. Will you be able to track and report all low to moderate income jobs created or retained if your loan is approved? Yes ☐ No ☐
6. Do you have collateral sufficient to meet the requirements outlined on page 2 on this application? Yes ☐ No ☐
7. Will you be able to compile and submit a business plan meeting the requirements on page 5 of this application? Yes ☐ No ☐
8. Are you willing to sign a personal guarantee if applicable? Yes ☐ No ☐
9. Are you willing to submit lease information, mortgage documents, or any other information needed by the Commercial Revolving Loan Program Review Committee to evaluate your application? Yes ☐ No ☐
10. If selected, will your project be able to start within ninety days as defined by the Commercial Revolving Loan Program Review Committee? Yes ☐ No ☐

Signature _____ Date _____

Company Information

Company Name: _____

Contact Person(s): _____ Phone: _____

_____ Phone: _____

Business Address: _____

Mailing Address: _____

Email: _____ Website: _____

Type of Business: _____

New Business: _____ (not yet opened)

Start-up: _____ (less than three years)

Existing: _____ (three years or more)

If a New Business, what is the estimated opening date? _____

Type of Business Entity:

Corporation Date of Incorporation _____

- ☐ S Corporation
- ☐ C Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Sole Proprietor

Employer Identification Number: _____

Current Number of Employees: _____ Average salary or wage: _____

Number of employees to add immediately: _____

Number of employees to add within 1 year: _____

Projected number of employees in 1 year: _____

*see appendix (pg. 18) for more info on jobs created/retained

Company Information Continued

Complete this section for any person who owns 20% or more of the business.
Use additional sheets if necessary.

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Company Information Continued

Please complete the following questionnaire.

1. Are you current on all business and personal taxes? Yes ☐ No ☐
2. Have you or any officers of your company ever filed bankruptcy? If yes, explain below. Yes ☐ No ☐
3. Have any personal or business bank accounts had checks returned NSF in the last three months? Yes ☐ No ☐
4. Do you owe any outstanding child support? If yes, explain below. Yes ☐ No ☐
5. Will your credit report show that you have been current with creditors for the past year? If no, explain below. Yes ☐ No ☐
6. Do you have any derogatory statements on your credit report? If yes, explain below. Yes ☐ No ☐
7. Are you, any guarantor, or your business involved in any pending or current lawsuits? Yes ☐ No ☐
8. Do you or any officers of your company have any outstanding police, public, or legal issues? Yes ☐ No ☐
9. In your opinion, does your business qualify as minority or woman owned? Yes ☐ No ☐

Explanations

Please enter your explanations so that they correspond with the items above. Attach additional sheets if necessary.

Item #	Explanation

Loan Collateral

Applicants will be required to provide 100% of collateral equal to the loan value. Collateral may be provided through business assets or personal assets. Collateral offered to secure the loan will be detailed on pages 10-11 of the loan application.

Real Property

Include a legal description, recent mortgage statement, and/or a summary appraisal dated within 12 months.

Street Address, City, State: _____

_____

Street Address, City, State: _____

_____

Street Address, City, State: _____

_____

Vehicles

Make, model, year, and purchase price (title is required upon closing the loan).

_____

_____

_____

_____

_____

_____

_____

Loan Collateral Continued

Equipment

Name, model #, serial #, purchase price and date of purchase or attached paid invoices.

Inventory

Description and number of items, estimated value and location of items.

Other

Describe in detail other items you are pledging as collateral. Please indicate value.

Business Obligations

The following is to review all other business obligations that your company has. Do not include any personal obligations in this section. Those should be listed on the Personal Financial Statement if applicable. Use additional sheets if necessary.

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

City of Tuscaloosa Commercial Revolving Loan Program
PERSONAL FINANCIAL STATEMENT

As of _____

Complete this form only if: (1) project budget and description proposes securing the requested loan with collateral that is less than 100% of the value of the loan OR (2) your business has been in operation less than three years.

Complete this form for: each owner, general partner, limited partner and/or shareholder owning 20% or more of the equity in the business.

Name	Business Phone
Residence Address	Residence Phone
City, State, and Zip Code	
Name of Business	

ASSETS	(omit cents)	LIABILITIES	(omit cents)
Cash on Hand & in Banks	$ _____	Accounts Payable	$ _____
Savings Accounts	$ _____	Notes Payable & Installment Accounts (Describe in Section 2)	$ _____
Accounts & Notes Receivable (Describe in Section 6)	$ _____	Mortgages on Real Estate (Describe in Section 4)	$ _____
Life Insurance - Cash (Surrender Value only)	$ _____	Loans on Life Insurance	$ _____
Stocks and Bonds (Describe in Section 3)	$ _____	Unpaid Taxes (Describe in Section 7)	$ _____
Real Estate (Describe in Section 4)	$ _____	Other Liabilities (Describe in Section 8)	$ _____
Automobile(s) - Present Value (Describe in Section 5)	$ _____	Total Liabilities	$ _____
Other Personal Property (Describe in Section 5)	$ _____	Net Worth (Total Assets Minus Total Liabilities)	$ _____
Other Assets (Describe in Section 6)	$ _____		
Total	$ _____	Total	$ _____

Section 1. Source of Income		Contingent Liabilities	
Salary (per month)	$ _____	As Endorser or Co-maker	$ _____
Net Invenstment Income (per month)	$ _____	Legal Claims & Judgements (pending)	$ _____
Real Estate Income (per month)	$ _____	Provision for Federal Income Tax	$ _____
Other Income (Describe below)	$ _____	Other Special Debt (Describe below)	$ _____

Decsription of Items in Section 1.

Section 2. Notes Payable and Installment Accounts (Including Credit Cards)

Name of Creditor	Original Balance	Current Balance	Payment Amounts	Terms (Monthly, etc.)	How Secured or Collateral Type

Section 3. Stocks and Bonds

Number of Shares	Name of Securities	Name of Exchange	Current Quotation	Date of Quotation	Market Value

Section 4. Real Estate Owned (List each parcel seperately. If necessary, attach supplemental sheets with a signature and date.)

Type of Property/ Address of Property	Title in Name of	Date Purchased	Original Cost	Current Value	Mortgage Balance	Payment Amount Current? (Y/N)

Section 5. Vehicles and Other Personal Property (Describe, and if any is pledged as security, address if lien holder, amount of lien)

Section 6. Other Assets (Describe in detail)

Section 7. Unpaid Taxes (Describe as to type, payable to whom, when due, amount, and if any liens have been filed)

Section 8. Other Liabilities (Describe in detail)

Section 9. Life Insurance Held (Give face amount and cash surrender value of policies, name of holding company and beneficiaries)

I/We herby certify that all statements in this application are true and complete and are made for the purpose of obtaining credit. I/We authroize and request all persons listed and all credit reporting agencies to furnish the City of Tuscaloosa opinions and credit informaiton on or affecting me for this application, and I/we authorize the City of Tuscaloosa to report opinions and credit informaiotn on or affecting me to all credit reporting agencies or other financial instituions, and I/we agree to hold the City of Tuscaloosa harmless from any claims, direct or indirect, that may result from receiving or reporting such informaiton. I/We understand that FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature:	Date:	Social Security Number:
Signature:	Date:	Social Security Number:

Proposed Business Location

Street Address, City, State: _____

_____

Other Funding Sources

For all funding sources, please provide documentation.

SBA (Small Business Administration)

Have you received disaster recovery assistance from the SBA? Yes _____ No _____

If yes, what is the amount of the loan?

If no: Did you decline a SBA loan? Yes _____ No _____
What was the amount of the loan? _____
Why was the loan not accepted? _____

FEMA (Federal Emergency Management Agency)

Have you received disaster recovery assistance from FEMA? Yes _____ No _____

If yes, what is the amount of the funding?

If no: Did you decline FEMA funding? Yes _____ No _____
What was the amount of funding? _____
Why was funding not accepted? _____

INSURANCE

Have you received disaster recovery assistance from insurance? Yes _____ No _____

If yes, what is the amount? _____

OTHER

Have you received disaster recovery assistance from any other agency? Yes _____ No _____

If yes, explain agency and funding received: _____

Job Creation/Retention

Those receiving loans must be able to show that at least 51% or more of the job positions at the business are either known to be currently held by low to moderate income persons at the time the loan is received OR are not currently held by low to moderate income persons but could be reasonable expected to reach this percentage within one year.
*A classification of low to moderate income standards for Tuscaloosa County can be found on the City of Tuscaloosa's website at http://www.tuscaloosa.com/Assets/Recovery-Operations/2013%20HUD%20Income%20Limits.pdf.

Jobs currently retained

Postition	Hours/Week	Hourly Wage/Salary

Jobs to be created

Postition	Hours/Week	Hourly Wage/Salary

Application Certification

1. The Borrower(s) is responsible for the following costs at the time of closing. These costs can be paid in full by the Borrower(s) or deducted from the loan amount: appraisal cost, title insurance, recording fees, title company closing costs if the loan is being secured by real property, prorated taxes if applicable and any and all other ancillary costs.

2. The Applicant authorizes The City of Tuscaloosa to make inquiries as necessary to verify the accuracy of the statements made and to determine the Applicant's creditworthiness (including but not limited to, regular and investigative reports, credit reports, financial statements and other documents submitted by Applicant(s) in connection with this application. The statements made herein are made for the purpose of either obtaining a loan or guaranteeing a loan. By signing below, Applicant(s) understand that false statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 USC 1001).

3. Applicant understands that this completed and signed application is only an application and does not constitute a commitment on part of The City of Tuscaloosa.

4. The Borrower agrees to comply with Federal and State laws which prohibit discrimination based on race, color, sex, culture, social origin, sexual orientation, condition, or political or religious ideas.

5. The undersigned agrees to notify The City of Tuscaloosa immediately in writing if any of the information contained in this application becomes inaccurate or misleading in any respect.

6. As a condition of considering the application and at any time once the loan is approved, The City of Tuscaloosa and its agents are granted the right to inspect the business facilities.

7. If the loan is approved, The City of Tuscaloosa may use photographs of Borrower's facilities in any reports, newsletters, slide presentations, or other materials.

8. All information in this application and the attached exhibits is true and complete to the best of my/our knowledge and is submitted so The City of Tuscaloosa can decide whether to extend financing to the project.

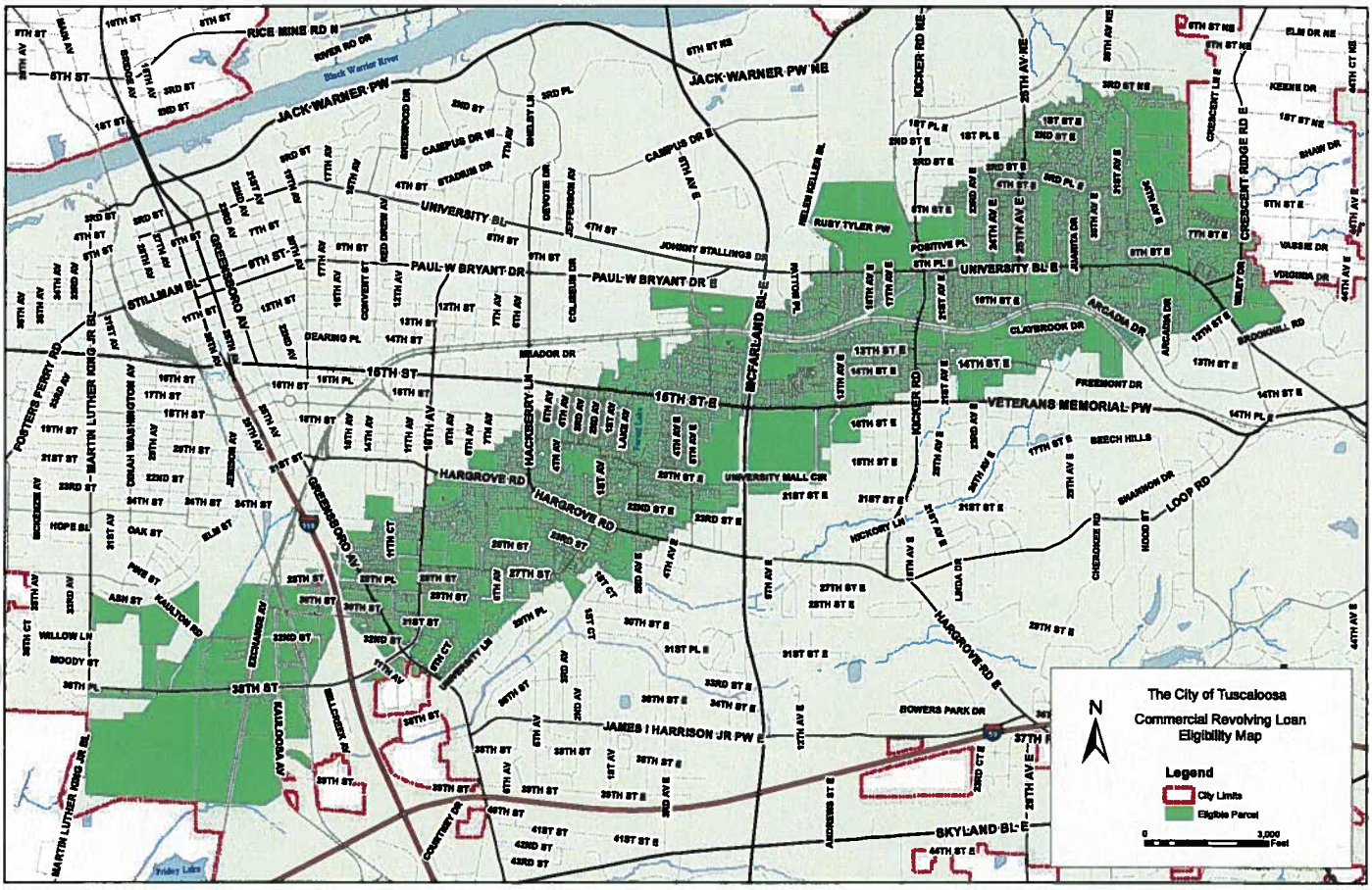
Applicant(s): _____ Guarantor(s): _____

Signature _____ Date _____ Signature _____ Date _____

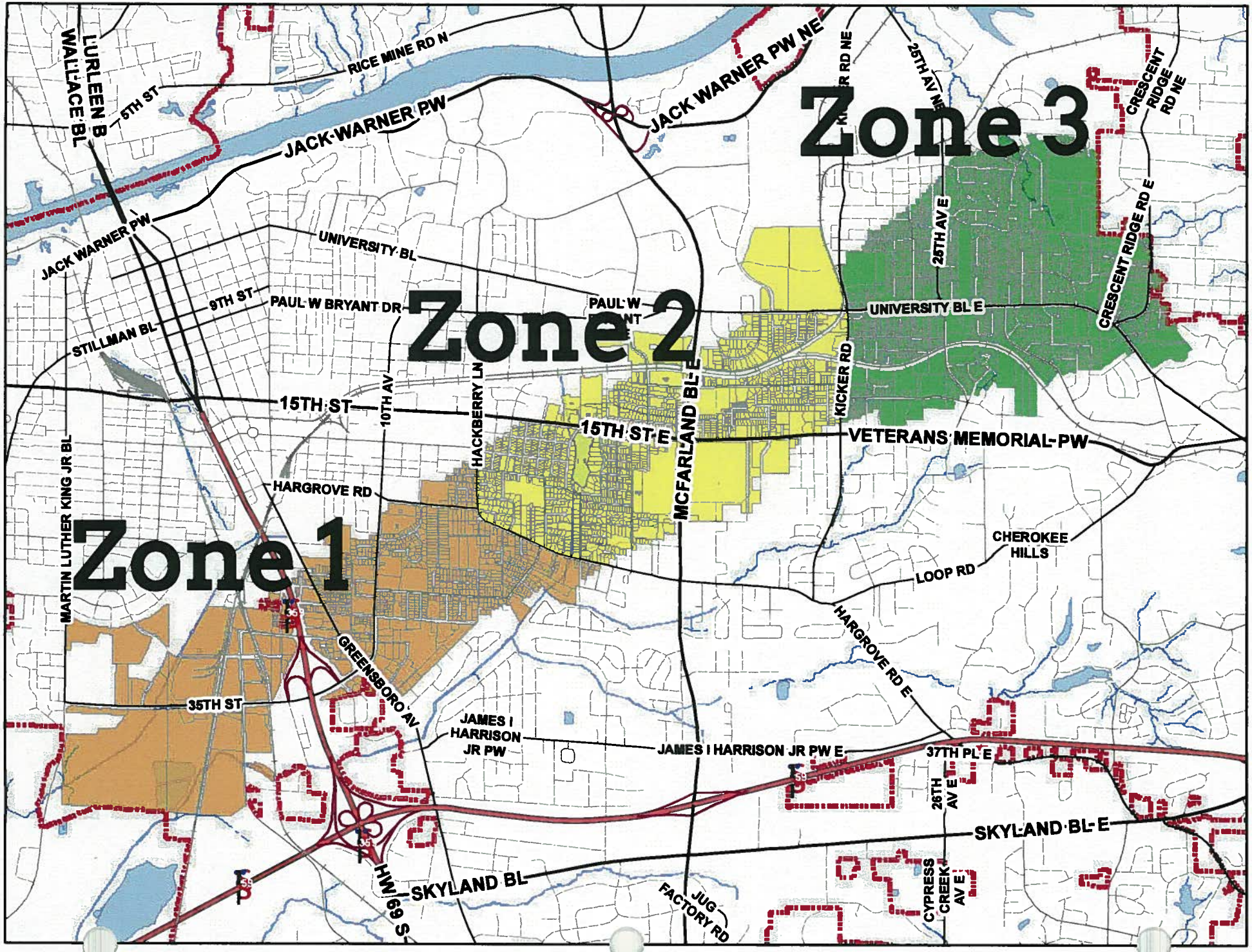
Applicant(s): _____ Guarantor(s): _____

Signature _____ Date _____ Signature _____ Date _____

Commercial Revolving Loan Program Eligibility Map



Please contact the Community Program Development Manager at (205) 248-5700 if you have questions regarding location eligibility.


Zone 1
Zone 2
Zone 3
LURLEEN B WALLACE BL
5TH ST
RICE MINE RD N
JACK WARNER PW
JACK WARNER PW NE
KICKER RD NE
25TH AV NE
CRESCENT RIDGE RD NE
CRESCENT RIDGE RD E
25TH AV E
UNIVERSITY BL
PAUL W BRYANT DR
9TH ST
STILLMAN BL
UNIVERSITY BL E
15TH ST
10TH AV
HACKBERRY LN
15TH ST E
MCFARLAND BL E
KICKER RD
VETERANS MEMORIAL PW
HARGROVE RD
MARTIN LUTHER KING JR BL
CHEROKEE HILLS
LOOP RD
HARGROVE RD E
GREENSBORO AV
35TH ST
JAMES I HARRISON JR PW
JAMES I HARRISON JR PW E
37TH PL E
26TH AV E
SKYLAND BL E
SKYLAND BL
HW 69 S
JUG FACTORY RD
CYPRESS CREEK AV E

Commercial Revolving Loan

CDBG-DR

$2.5 million
total City investment

Loan amount:
$20,000-$200,000

0% interest

FACT SHEET

Are you eligible for the Commercial Revolving Loan Program?

The Commercial Revolving Loan Program is designed to promote economic growth and development in the recovery area and secure retail and restaurant opportunities missing from Tuscaloosa's market.

Businesses currently located or planning to locate in the designated recovery area may be eligible. A map of eligible parcels in the recovery area is available at www.tuscaloosa.com/recovery.

Another eligibility requirement is the retention or creation of low to moderate income jobs. Fifty-one percent of full-time equivalent job positions must be designated as low to moderate income according to income standards set by the U.S. Department of Housing and Urban Development. To see if your business meets HUD annual income limits, visit www.tuscaloosa.com/recovery and click on commercial loans.

Application Process

1. Submit completed application, project budget, business plans and financial documents to the City of Tuscaloosa's Community Development Program Manager.

2. All loan applications will be accepted on a continual basis and reviewed by the Commercial Revolving Loan Program Review Committee as they are received.

3. All applicants will be notified of their status after the committee has evaluated the loan application. The Committee's recommendations will be forwarded to the Tuscaloosa City Council for final approval.

Contact Recovery Operations at 205-248-5700 for more information

FY 2016 Income Limits Documentation System

FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income Explanation	FY 2016 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Tuscaloosa County	$58,800	Very Low (50%) Income Limits ($) Explanation	19,450	22,200	25,000	**27,750**	30,000	32,200	34,450	36,650
		Extremely Low Income Limits ($)* Explanation	11,880	16,020	20,160	**24,300**	28,440	32,200*	34,450*	36,650*
		Low (80%) Income Limits ($) Explanation	31,100	35,550	40,000	**44,400**	48,000	51,550	55,100	58,650

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: Tuscaloosa County is part of the **Tuscaloosa, AL HUD Metro FMR Area**, so all information presented here applies to all of the **Tuscaloosa, AL HUD Metro FMR Area**. The **Tuscaloosa, AL HUD Metro FMR Area** contains the following areas: Hale County, AL; and Tuscaloosa County, AL.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Certification Form

The business for which you are applying is a part of the City of Tuscaloosa's Commercial Revolving Loan Program funded through HUD's Community Development Block Grant (CDBG-DR). The Commercial Revolving Loan Program is intended to assist businesses in the recovery area while benefitting low to moderate income families. Your response will be kept confidential and will not be available to the general public.

Included in the federal definition of "annual income" are all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor (a minor is defined as a person under age 18). Income includes:

1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
2. The net income from operation of a business or professions or from rental or real or personal property (this includes gross receipts, minus operating expenses, received from the operation of an unincorporated farm or ranch);
3. Interest and dividends;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment and disability compensation, **worker's compensation and severance pay;**
6. Public assistance;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay and allowances of a member of the armed forces (whether or not living in the dwelling) who is head of the family or spouse.

INSTRUCTIONS: The table below lists incomes for various household (family) sizes. For the column that matches your household's size, was the combined gross income for all adult members of your household in 2015 ABOVE or BELOW the income listed?

2015 HUD Income Limits Tuscaloosa County								
Family Size	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Family Income	**$29,650**	**$33,850**	**$38,100**	**$42,300**	**$45,700**	**$49,100**	**$52,500**	**$55,850**

ABOVE____

BELOW____

(Place an "X" behind the word that applies.)

Example: If there are four persons currently residing in your household and the total gross income of two adults is $35,000, you would put an "X" after BELOW in the space above.

I certify that, after reviewing the definitions above of "annual income", the statement above concerning my income is correct and complete to the best of my knowledge and belief. I agree to provide income verification if requested by officials associated with the City of Tuscaloosa's Commercial Revolving Loan Program.

NOTE: Anyone who knowingly provides false or incomplete income verification may be subject to penalties for fraud under federal law.

New Hire Information

Name: _____

Race: _____

Gender: _____

Position Title: _____

Date of Hire: _____

Rate of Pay: _____

Address: _____

- Is the address of a public housing residence? ☐ Yes ☐ No

Please check one of the following:

_____Unemployed prior to hire

_____Employed elsewhere prior to hire

(OR)

_____Currently employed at this business

_____ _____

Applicant's Signature Date

_____

Applicant's Printed Name

City of Tuscaloosa

SMALL BUSINESS REVITALIZATION LOAN PROGRAM

Community Development Block Grant – Disaster Recovery

APPLICATION

Disaster Recovery Division
Office of the Mayor
2201 University Boulevard, Tuscaloosa, Alabama, 35401 • (205) 248-5700 • www.tuscaloosa.com

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Purpose

The City of Tuscaloosa's Small Business Revitalization Loan Progam's purpose is to provide economic development assistance for businesses or developments that create and/or retain low to moderate income jobs, to encourage business development and expansion, and to stimulate private investment in the recovery area.

Eligibility

Businesses or developments must be located, relocating, or developing in the recovery area as defined by the Small Business Revitalization Loan Program Eligibility Map (see map on page 18). Please contact the Community Development Program Manager if you have questions about location eligibility. Any funds loaned must be used for the business or development located within the recovery area and cannot be used for any other locations.

Please note: Nonprofit agencies, 501(c)(3) organizations, single-family and multifamily developments, and religious/civic institutions are not eligible.

The Loan Process

1

Submit the following items to the Community Development Program Manager:
(1) Completed Application (enclosed)
(2) Project Budget and Description (see page 4)
(3) Business Plan (see page 5)
(4) Required Financial Documents (see page 4)

2

All loan applications will be accepted on a continual basis and will be evaluated by the Small Business Revitalization Loan Review Committee as they are received.

3

The submitted loan application will be reviewed by the Small Business Revitalization Loan Review Committee. Applicants will be notified of their status after the Committee has evaluated the loan application. The Committee's recommendations will be forwarded to the Tuscaloosa City Council for final approval.

Loan Amount, Terms, and Conditions

Borrowers may request a maximum amount of $20,000.

All loans will be subject to a monitoring process to determine compliance with Housing and Urban Development regulations. If the project remains in compliance over the term of the loan agreement which shall be one year, the loan will be deemed forgiveable. If the project is determined to be in non-compliance, the loan will be due immediately in full.

The project must commence within 60 days of receiving the loan proceeds. Those receiving loans must be able to show that at least 51% or more of the job positions at the business are either known to be currently held by low to moderate income persons at the time the loan is received or are not currently held by low to moderate income persons but could be reasonably expected to transition to low to moderate income persons within two years.

The Small Business Revitalization Loan Review Committee reserves the right to hold the applicant in default if the loan proceeds are not spent in accordance with the approved project description.

Collateral and Guarantees

Applicants will be required to provide 100% of collateral equal to the loan value. Collateral may be provided through business assets or personal assets. Collateral offered to secure the loan will be detailed on pages 10-11 of the loan application.

For all applicants using personal assets as collateral value, the City will require a personal guarantee by the borrower(s), as well as submission of personal financial statements to prove personal financial stability. In addition, the Borrower(s) shall agree to subordinate all officer debt and defer monthly payments to all officers to the City's loan.

Use of Loan Funds

Loan funds may be used for the following:

- Land, building purchase and/or improvement
- Machinery and equipment purchase and/or installation
- Leasehold improvements
- Working capital
- Inventory purchase
- Refinancing of existing debt

Loan Application Evaluation

The Small Business Revitalization Loan Review Committee will evaluate all loan applications based on the following criteria: (1) neighborhood impact, (2) job creation and retention, (3) ability to start the project within 60 days and (4) the ability to repay the loan should non-compliance occur. Special consideration will be given to minority or women owned businesses, businesses that are new to the Tuscaloosa market, and businesses that provide a missing service or retail opportunity to a specific sector of the City.

How to Apply

Application Steps

1. Complete the Eligibility Checklist on page 6.
2. Complete the information on pages 7-12 of this application.
3. Complete and sign the Personal Financial Statement for each applicant on pages 13-14 if applicable.
4. Review and sign the Application Certification on page 17.
5. Submit the formentioned items, the requested financial documents, a business plan, and a project budget and description to the Community Development Program Manager.

Please make a copy of all items submitted for your records.

Project Budget and Description

Please supply a narrative that includes the following information:

- The dollar amount of the loan you are requesting
- A general description of how the loan funds will be used by your business
- Details of how the funds will be used and how they will enhance the activities of your business
- A proposed project completion schedule

If applicable, please include the following in your narrative:

- Cost estimates of any purchases planned with loan funds along with backup of estimates
- Any other financing secured though private financing or other public funding that will be used for your project
- A listing and copies of architectural renderings, building permits issued, lease agreements or mortgage information for business location

Financial Documents

The following financial documentation is required for loan consideration. Please submit copies and keep the original documents.

Business Financial Information

Business tax returns - For an established business of three or more years, corporate federal and state income tax returns for the previous three years. For businesses established for one to two years, corporate federal and state income tax returns for the years of operation along with personal federal and state income tax returns for the remainder of the full three year picture.

Personal Financial Information

Personal tax returns - Federal and state income tax returns including all schedules for the members of the business that own more than 20% of the business equity are required for the years for which no business tax return is available to complete the three year picture as listed above.

Personal financial statement - If less than 100% of collateral from the business is offered to secure the loan requested or if the business has been in operation for less than three years, then please complete the Personal Financial Statement section of the application on pages 12-13.

Business Plan

"A business plan is an essential roadmap for business success. This living, breathing document generally projects 3-5 years ahead and outlines the route a company intends to take to reach, maintain and grow revenues. A well thought out plan also helps you to step-back and think objectively about the key elements of your business venture and informs your decision-making." - SBA.gov

Your business plan is a requirement for The City of Tuscaloosa's Small Business Revitalization Loan Program. It can also be used to procure additional funding from sources such as banks and investors.

All applications must include a typed business plan that contains the following items:

Business Description. Your business description should include a company history, the current industry trends, customers and market potential, short and long-term goals, and future plans.

Neighborhood Impact. Will your business create or retain jobs? How many of those jobs will be low to moderate income level (80 percent of area median income)? How will your business improve the community? Give a description of how your business will contribute to the City in addition to answering the questions above.

Product/Service Description. Give a detailed description of your product or service, and please explain product lines, equipment, suppliers, materials, pricing, etc.

Management and Business Operations. Provide a description of your management structure and describe your existing or proposed location, workforce, hours of operation, and accounting methods.

Current Financial Situation and Financing Proposal. Provide a detailed snapshot of your current financial situation.

Additional Information. Please include a table of contents and a list of references for any external documents that are included. Feel free to include items such as menus, promotional items, or brochures that help explain your business.

Resources

- Small Business Administration (SBA)
  www.sba.gov
- SCORE
  www.score.org
- The Chamber of Commerce of West Alabama
  http://tuscaloosachamber.com/
- The Edge - Center for Entrepreneurship and Innovation
  800 2nd Avenue, Tuscaloosa, AL 35401

Eligibility Certification

1. Is your business or development currently located, locating, or developing in the recovery area as defined by the Eligibility Map? Yes ☐ No ☐
2. Is the requested loan amount $20,000 or less? Yes ☐ No ☐
3. Does your proposed use of loan funds meet the standards outlined on page 2 of this application? Yes ☐ No ☐
4. Does your proposal create or retain low to moderate income jobs? Yes ☐ No ☐
5. Will you be able to track and report all low to moderate income jobs created or retained if your loan is approved? Yes ☐ No ☐
6. Do you have collateral sufficient to meet the requirements outlined on page 2 on this application? Yes ☐ No ☐
7. Will you be able to compile and submit a business plan meeting the requirements on page 5 of this application? Yes ☐ No ☐
8. Are you willing to sign a personal guarantee if applicable? Yes ☐ No ☐
9. Are you willing to submit lease information, mortgage documents, or any other information needed by the Small Business Revitalization Loan Review Committee to evaluate your application? Yes ☐ No ☐
10. If selected, will your project be able to start within sixty days as defined by the Small Business Revitalization Loan Review Committee? Yes ☐ No ☐

Signature _____ Date _____

Company Information

Company Name: _____

Contact Person(s): _____ Phone: _____

_____ Phone: _____

Business Address: _____

Mailing Address: _____

Email: _____ Website: _____

Type of Business: _____

New Business: _____ (not yet opened)

Start-up: _____ (less than three years)

Existing: _____ (three years or more)

If a New Business, what is the estimated opening date? _____

Type of Business Entity:

Corporation Date of Incorporation _____

- ☐ S Corporation
- ☐ C Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Sole Proprietor

Employer Identification Number: _____

Current Number of Employees: _____ Average salary or wage: _____

Number of employees to add immediately: _____

Number of employees to add within 1 year: _____

Projected number of employees in 1 year: _____

*see appendix (pg. 18) for more info on jobs created/retained

Company Information Continued

Complete this section for any person who owns 20% or more of the business.
Use additional sheets if necessary.

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Name: _____

Home Address: _____

_____

Home Phone: _____ Work Phone: _____

Mobile Phone: _____ Email: _____

Position in Business: _____ Percentage of Ownership: _____

Company Information Continued

Please complete the following questionnaire.

1. Are you current on all business and personal taxes? Yes ☐ No ☐
2. Have you or any officers of your company ever filed bankruptcy? If yes, explain below. Yes ☐ No ☐
3. Have any personal or business bank accounts had checks returned NSF in the last three months? Yes ☐ No ☐
4. Do you owe any outstanding child support? If yes, explain below. Yes ☐ No ☐
5. Will your credit report show that you have been current with creditors for the past year? If no, explain below. Yes ☐ No ☐
6. Do you have any derogatory statements on your credit report? If yes, explain below. Yes ☐ No ☐
7. Are you, any guarantor, or your business involved in any pending or current lawsuits? Yes ☐ No ☐
8. Do you or any officers of your company have any outstanding police, public, or legal issues? Yes ☐ No ☐
9. In your opinion, does your business qualify as minority or woman owned? Yes ☐ No ☐

Explanations

Please enter your explanations so that they correspond with the items above. Attach additional sheets if necessary.

Item #	Explanation

Loan Collateral

Applicants will be required to provide 100% of collateral equal to the loan value. Collateral may be provided through business assets or personal assets. Collateral offered to secure the loan will be detailed on pages 10-11 of the loan application.

Real Property

Include a legal description, recent mortgage statement, and/or a summary appraisal dated within 12 months.

Street Address, City, State: _____

_____

Street Address, City, State: _____

_____

Street Address, City, State: _____

_____

Vehicles

Make, model, year, and purchase price (title is required upon closing the loan).

_____

_____

_____

_____

_____

_____

_____

Loan Collateral Continued

Equipment

Name, model #, serial #, purchase price and date of purchase or attached paid invoices.

Inventory

Description and number of items, estimated value and location of items.

Other

Describe in detail other items you are pledging as collateral. Please indicate value.

Business Obligations

The following is to review all other business obligations that your company has. Do not include any personal obligations in this section. Those should be listed on the Personal Financial Statement if applicable. Use additional sheets if necessary.

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

Creditor: _____ Original Date: _____

Original Amount: _____ Present Balance: _____

Interest Rate: _____ Monthly Payment: _____ Maturity Date: _____

Collateral, if any: _____ Status (C or D): _____

City of Tuscaloosa Small Business Revitalization Loan Program
PERSONAL FINANCIAL STATEMENT

As of _____

Complete this form only if: (1) project budget and description proposes securing the requested loan with collateral that is less than 100% of the value of the loan OR (2) your business has been in operation less than three years.

Complete this form for: each owner, general partner, limited partner and/or shareholder owning 20% or more of the equity in the business.

Name	Business Phone
Residence Address	Residence Phone
City, State, and Zip Code	
Name of Business	

ASSETS	(omit cents)	LIABILITIES	(omit cents)
Cash on Hand & in Banks	$ _____	Accounts Payable	$ _____
Savings Accounts	$ _____	Notes Payable & Installment Accounts (Describe in Section 2)	$ _____
Accounts & Notes Receivable (Describe in Section 6)	$ _____	Mortgages on Real Estate (Describe in Section 4)	$ _____
Life Insurance - Cash (Surrender Value only)	$ _____	Loans on Life Insurance	$ _____
Stocks and Bonds (Describe in Section 3)	$ _____	Unpaid Taxes (Describe in Section 7)	$ _____
Real Estate (Describe in Section 4)	$ _____	Other Liabilities (Describe in Section 8)	$ _____
Automobile(s) - Present Value (Describe in Section 5)	$ _____	Total Liabilities	$ _____
Other Personal Property (Describe in Section 5)	$ _____	Net Worth (Total Assets Minus Total Liabilities)	$ _____
Other Assets (Describe in Section 6)	$ _____		
Total	$ _____	Total	$ _____

Section 1. Source of Income		Contingent Liabilities	
Salary (per month)	$ _____	As Endorser or Co-maker	$ _____
Net Investment Income (per month)	$ _____	Legal Claims & Judgements (pending)	$ _____
Real Estate Income (per month)	$ _____	Provision for Federal Income Tax	$ _____
Other Income (Describe below)	$ _____	Other Special Debt (Describe below)	$ _____

Decsription of Items in Section 1.

Section 2. Notes Payable and Installment Accounts (Including Credit Cards)

Name of Creditor	Original Balance	Current Balance	Payment Amounts	Terms (Monthly, etc.)	How Secured or Collateral Type

Section 3. Stocks and Bonds

Number of Shares	Name of Securities	Name of Exchange	Current Quotation	Date of Quotation	Market Value

Section 4. Real Estate Owned (List each parcel seperately. If necessary, attach supplemental sheets with a signature and date.)

Type of Property/ Address of Property	Title in Name of	Date Purchased	Original Cost	Current Value	Mortgage Balance	Payment Amount Current? (Y/N)

Section 5. Vehicles and Other Personal Property (Describe, and if any is pledged as security, address if lien holder, amount of lien)

Section 6. Other Assets (Describe in detail)

Section 7. Unpaid Taxes (Describe as to type, payable to whom, when due, amount, and if any liens have been filed)

Section 8. Other Liabilities (Describe in detail)

Section 9. Life Insurance Held (Give face amount and cash surrender value of policies, name of holding company and beneficiaries)

I/We herby certify that all statements in this application are true and complete and are made for the purpose of obtaining credit. I/We authroize and request all persons listed and all credit reporting agencies to furnish the City of Tuscaloosa opinions and credit informaiton on or affecting me for this application, and I/we authorize the City of Tuscaloosa to report opinions and credit informaioIn on or affecting me to all credit reporting agencies or other financial instrituions, and I/we agree to hold the City of Tuscaloosa harmless from any claims, direct or indirect, that may result from receiving or reporting such informaiton. I/We understand that FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature:	Date:	Social Security Number:
Signature:	Date:	Social Security Number:

Proposed Business Location

Street Address, City, State: _____

_____

Other Funding Sources

For all funding sources, please provide documentation.

SBA (Small Business Administration)

Have you received disaster recovery assistance from the SBA? Yes _____ No _____

If yes, what is the amount of the loan?

If no: Did you decline a SBA loan? Yes _____ No _____
What was the amount of the loan? _____
Why was the loan not accepted? _____

FEMA (Federal Emergency Management Agency)

Have you received disaster recovery assistance from FEMA? Yes _____ No _____

If yes, what is the amount of the funding?

If no: Did you decline FEMA funding? Yes _____ No _____
What was the amount of funding? _____
Why was funding not accepted? _____

INSURANCE

Have you received disaster recovery assistance from insurance? Yes _____ No _____

If yes, what is the amount? _____

OTHER

Have you received disaster recovery assistance from any other agency? Yes _____ No _____

If yes, explain agency and funding received: _____

Job Creation/Retention

Those receiving loans must be able to show that at least 51% or more of the job positions at the business are either known to be currently held by low to moderate income persons at the time the loan is received OR are not currently held by low to moderate income persons but could be reasonable expected to reach this percentage within one year.
*A classification of low to moderate income standards for Tuscaloosa County can be found on the City of Tuscaloosa's website at http://www.tuscaloosa.com/Assets/Recovery-Operations/2013%20HUD%20Income%20Limits.pdf.

Jobs currently retained

Postition	Hours/Week	Hourly Wage/Salary

Jobs to be created

Postition	Hours/Week	Hourly Wage/Salary

Application Certification

1. The Borrower(s) is responsible for the following costs at the time of closing. These costs can be paid in full by the Borrower(s) or deducted from the loan amount: appraisal cost, title insurance, recording fees, title company closing costs if the loan is being secured by real property, prorated taxes if applicable and any and all other ancillary costs.

2. The Applicant authorizes The City of Tuscaloosa to make inquiries as necessary to verify the accuracy of the statements made and to determine the Applicant's creditworthiness (including but not limited to, regular and investigative reports, credit reports, financial statements and other documents submitted by Applicant(s) in connection with this application. The statements made herein are made for the purpose of either obtaining a loan or guaranteeing a loan. By signing below, Applicant(s) understand that false statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 USC 1001).

3. Applicant understands that this completed and signed application is only an application and does not constitute a commitment on part of The City of Tuscaloosa.

4. The Borrower agrees to comply with Federal and State laws which prohibit discrimination based on race, color, sex, culture, social origin, sexual orientation, condition, or political or religious ideas.

5. The undersigned agrees to notify The City of Tuscaloosa immediately in writing if any of the information contained in this application becomes inaccurate or misleading in any respect.

6. As a condition of considering the application and at any time once the loan is approved, The City of Tuscaloosa and its agents are granted the right to inspect the business facilities.

7. If the loan is approved, The City of Tuscaloosa may use photographs of Borrower's facilities in any reports, newsletters, slide presentations, or other materials.

8. All information in this application and the attached exhibits is true and complete to the best of my/our knowledge and is submitted so The City of Tuscaloosa can decide whether to extend financing to the project.

Applicant(s):

Signature Date

Guarantor(s):

Signature Date

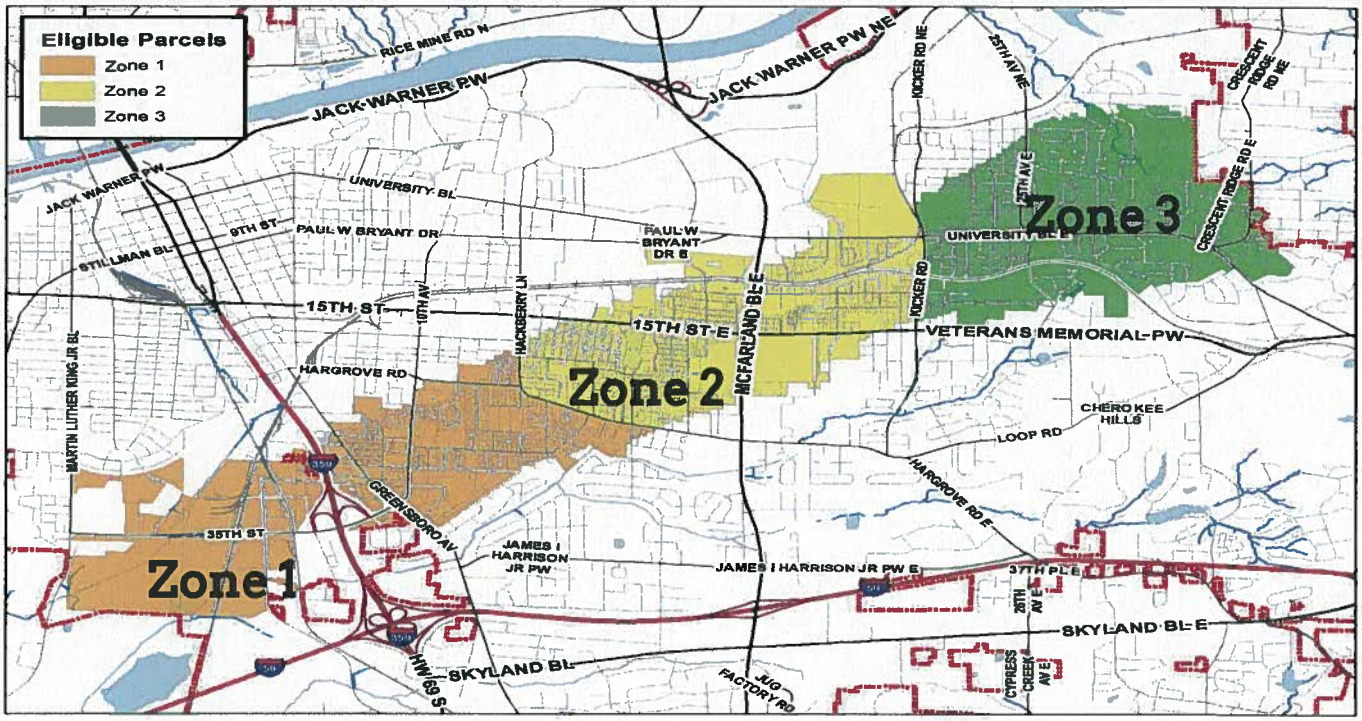
Applicant(s):

Signature Date

Guarantor(s):

Signature Date

Small Business Revitalization Loan Eligibility Map

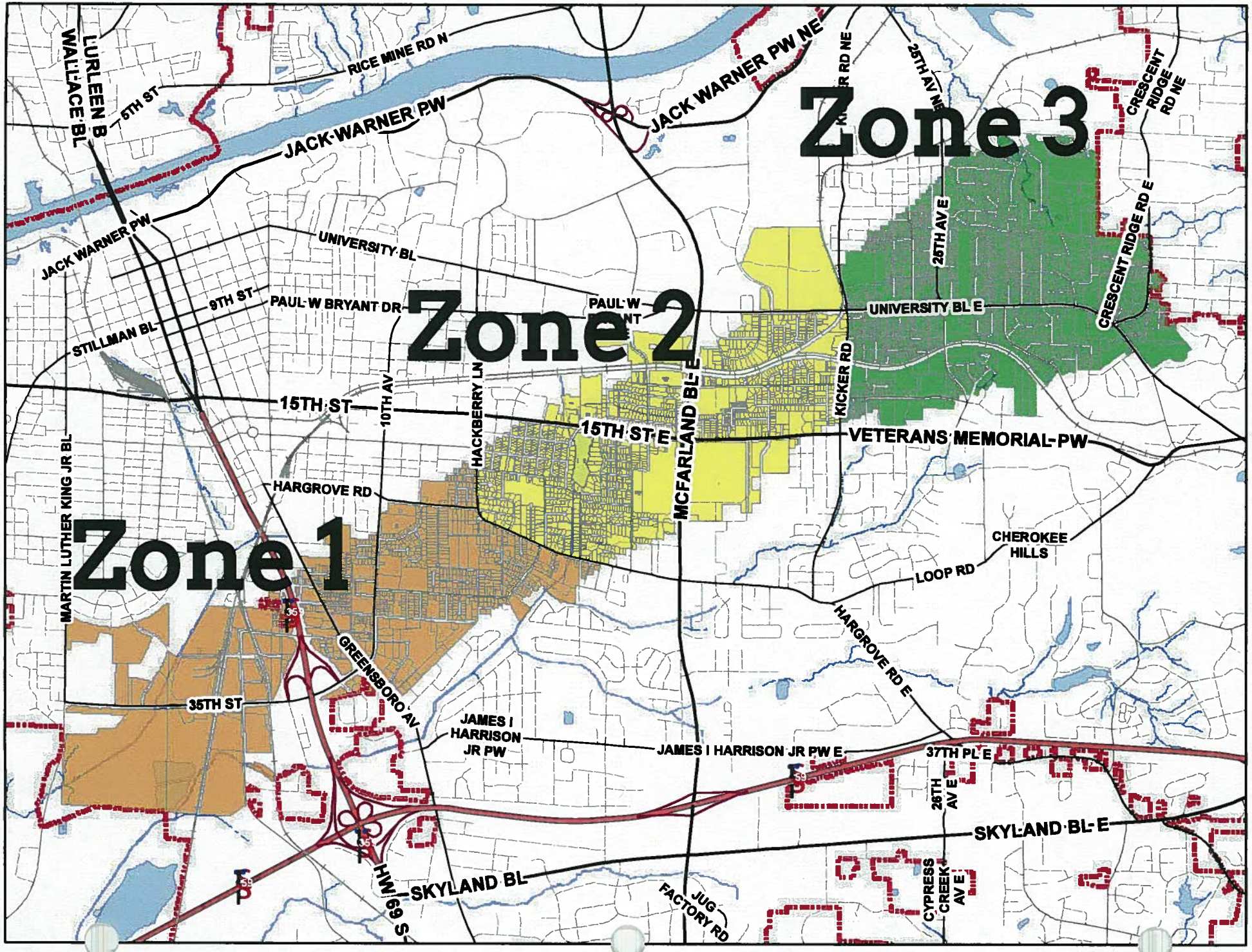


Loan amounts:

Zones 1 & 3 - $50,000

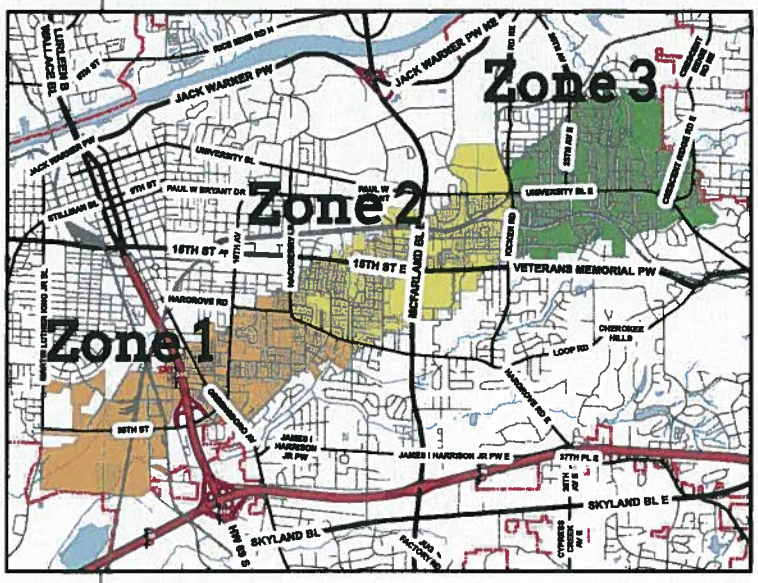
Zone 2 - $20,000

Please contact the Community Program Development Manager at (205) 248-5700 if you have questions regarding location eligibility.


Zone 1
Zone 2
Zone 3
LURLEEN B WALLACE BL
5TH ST
RICE MINE RD N
JACK WARNER PW
JACK WARNER PW NE
JACK WARNER PW
UNIVERSITY BL
9TH ST
PAUL W BRYANT DR
STILLMAN BL
PAUL W BRYANT
UNIVERSITY BL E
25TH AV E
25TH AV NE
CRESCENT RIDGE RD NE
CRESCENT RIDGE RD E
15TH ST
10TH AV
HACKBERRY LN
15TH ST E
MCFARLAND BL E
KICKER RD
VETERANS MEMORIAL PW
MARTIN LUTHER KING JR BL
HARGROVE RD
CHEROKEE HILLS
LOOP RD
HARGROVE RD E
GREENSBORO AV
35TH ST
JAMES I HARRISON JR PW
JAMES I HARRISON JR PW E
37TH PL E
26TH AV E
SKYLAND BL E
SKYLAND BL
HW 69 S
JUG FACTORY RD
CYPRESS CREEK AV E

Small Business Revitalization Loan

CDBG-DR



Loan amount:

Zone 1 & 3 - $50,000

Zone 2 - $20,000

0% interest*

forgivable loan

FACT SHEET

Are you eligible for the Small Business Revitalization Loan Program?

The Small Business Revitalization Loan Program is a deferred loan program designed to facilitate the recovery of small businesses and promote economic development in the recovery zone. If all requirements are met in the one year compliance term, the loan is forgivable.

Businesses currently located or planning to locate in the designated recovery area may be eligible. A map of eligible parcels in the recovery area is available at www.tuscaloosa.com/recovery.

Another eligibility requirement is the retention or creation of low to moderate income jobs. Fifty-one percent of full-time equivalent job positions must be designated as low to moderate income according to income standards set by the U.S. Department of Housing and Urban Development. To see if your business meets HUD annual income limits, visit www.tuscaloosa.com/recovery and click on commercial loans.

Application Process

1 Submit completed application, project budget, business plans and financial documents to the City of Tuscaloosa's Community Development Program Manager.

2 All loan applications will be accepted on a continual basis and reviewed by the Small Business Revitalization Loan Program Review Committee as they are received.

3 All applicants will be notified of their status after the committee has evaluated the loan application. The Committee's recommendations will be forwarded to the Tuscaloosa City Council for final approval.

Contact Recovery Operations at 205-248-5700 for more information

FY 2016 Income Limits Documentation System

FY 2016 Income Limits Summary

FY 2016 Income Limit Area	Median Income Explanation	FY 2016 Income Limit Category	Persons in Family 1	2	3	4	5	6	7	8
Tuscaloosa County	$58,800	Very Low (50%) Income Limits ($) Explanation	19,450	22,200	25,000	**27,750**	30,000	32,200	34,450	36,650
		Extremely Low Income Limits ($)* Explanation	11,880	16,020	20,160	**24,300**	28,440	32,200*	34,450*	36,650*
		Low (80%) Income Limits ($) Explanation	31,100	35,550	40,000	**44,400**	48,000	51,550	55,100	58,650

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

NOTE: Tuscaloosa County is part of the **Tuscaloosa, AL HUD Metro FMR Area**, so all information presented here applies to all of the **Tuscaloosa, AL HUD Metro FMR Area**. The **Tuscaloosa, AL HUD Metro FMR Area** contains the following areas: Hale County, AL; and Tuscaloosa County, AL.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

SMALL BUSINESS LOAN MONITORING VISIT DOCUMENTATION

Up-to-date Business License: If you plan to do business in the Tuscaloosa city limits, it is required for you to obtain a business license. During our monitoring visit, I will need a copy of the business license. Be sure that your business license is up-to-date or it will not be accepted. For additional information contact the municipality:

Tuscaloosa County License Department
2501 7th Street, Suite 100
Tuscaloosa, AL 35401
(205) 464-8235
(205) 464-8371

Up-to-date Business Insurance: The insurance assures that the business owner is protecting their financial and physical assets. If the equipment you used for collateral in your loan application packet is located on the premises on your rental/leased property, you must have rental insurance. If your collateral is a home, you need home insurance. If your collateral is a car, you must have car insurance. I will request a copy of your business insurance. Be sure that your insurance document shows a policy number, serial numbers (if applicable), the coverage, and basic information of the company.

Proof of Job Advertisement: Job advertisement can vary. You are allowed to advertise in the newspaper, social media, radio, online, and magazine. The method of your choice must be accessible to the public. **ON THE DOOR OF YOUR BUSINESS IS NOT ACCEPTABLE.** Be sure to take a picture of your visual advertisement and if it is a recording, record it to a CD. When I come to visit, I will need a copy of all publications to fulfill this portion of your visit.

Proof of Expenditures: The proof of expenditures show exactly how the funds are used. You are to deposit the entire check that is issued into a non-interest bearing account. As funds are used, they must be paid through VISA or a check from the account where the money is deposited. If cash is withdrawn, you must show invoices or receipts for the exact amount the cash was used for. The check numbers are to match the statement. I would also like for you to submit a copy of the check used. (To access this, in most cases, you can go to your bank and request a digital copy of the check or access it through online banking.) To track your purchases, I will request a bank statement that shows your usage. Be sure to keep your receipts in order, based on the dates they appear on the statement. On the invoices or receipts, for more clarity, please list the reason for each purchase. Be sure that the dates and amounts match the bank statement. If the purchase is not on the bank statement, no receipt is necessary. Remember what uses are eligible. The funds are to be used for your business only, not for personal usage.

Payroll Records: You are required to hire one full time equivalent employee for every $20,000 <u>OR</u> $50,000 you have borrowed (this depends on your business location). The payroll document you submit must have the employees name, their rate of pay, and the hours for a two- week work period.

New Hire Documentation: The new hire document is required to be filled out by new employees. You are REQUIRED to use the document that was provided by the City. When you are monitored, I will request a copy. I recommend that you keep a copy in the employee's file. This document assures that you have been hiring or maintaining your staff properly.

Inventory/Equipment Records: If the funding was used to purchase equipment, the title of the item, serial numbers, and amounts are to be documented. A copy of this document will be turned in during your monitoring visit.

Non-Discrimination Clause: The non-discrimination clause is required to be filled out by new employees. You are able to create your own document or use the document that is provided by the City. When you are monitored, I will request a copy. I recommend that you keep a copy in the employee's file. This document assures that you are an equal opportunity employer that supports non-discrimination. Your employees are to possess the same regards. The employee is required to print and sign their name that they have read and understand the company's terms.

2014 Tax Returns: I need a copy of your most recent returns, if this is unavailable at the time of the visit, you are to send them in as soon as possible. Our mailing address is:

City of Tuscaloosa
Office of Recovery
P.O. Box 2089
Tuscaloosa, AL 35403

Equal Employment Opportunity Posters: Equal Employment Opportunity posters are required to be posted and visible at your establishment. You are able to print them for free through the links listed below, or you can purchase them online. The links are listed below:

- Equal Employment Opportunity
  http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf

- Fair Labor Standards Act (FLSA)
  http://www.dol.gov/whd/regs/compliance/posters/flsa.htm

- Family Medical Leave Act (FMLA)
  http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf

- Occupational Safety and Health Act
  http://www.osha.gov/Publications/osha3165.pdf

- Uniform Services Employment and Reemployment Rights Act
  http://www.dol.gov/vets/programs/userra/USERRA_Federal.pdf

- Alabama Child Labor Law
  http://www.alalabor.state.al.us/POSTERS/Child_Labor_Law_Poster_09.pdf

- Alabama Workers' Compensation Act
  http://dir.alabama.gov/docs/posters/wc_information.pdf

- Alabama Unemployment Compensation Act
  http://dir.alabama.gov/docs/posters/uc_jobinsurance.pdf

- Employee Polygraph Protection Act
  http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf

- Employee Rights for Workers with Disabilities Paid at Special Minimum Wages
  http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

COMMERCIAL REVOLVING LOAN
MONITORING VISIT DOCUMENTATION

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Tuscaloosa County License Department
2501 7th Street, Suite 100
Tuscaloosa, AL 35401
(205) 464-8235
(205) 464-8371

Up-to-date Business Insurance: The insurance assures that the business owner is protecting their financial and physical assets. If the equipment you used for collateral in your loan application packet is located on the premises on your rental/leased property, you must have rental insurance. If your collateral is a home, you need home insurance. If your collateral is a car, you must have car insurance. I will request a copy of your business insurance. Be sure that your insurance document shows a policy number, serial numbers (if applicable), the coverage, and basic information of the company.

Proof of Job Advertisement Job advertisement can vary. You are allowed to advertise in the newspaper, social media, radio, online, and magazine. The method of your choice must be accessible to the public. **ON THE DOOR OF YOUR BUSINESS IS NOT ACCEPTABLE.** Be sure to take a picture of your visual advertisement and if it is a recording, record it to a CD. When I come to visit, I will need a copy of all publications to fulfill this portion of your visit.

Proof of Expenditures: The proof of expenditures show exactly how the funds are used. You are to deposit the entire check that is issued into a non-interest bearing account. As funds are used, they must be paid through VISA or a check from the account where the money is deposited. If cash is withdrawn, you must show invoices or receipts for the exact amount the cash was used for. The check numbers are to match the statement. I would also like for you to submit a copy of the check used. (To access this, in most cases, you can go to your bank and request a digital copy of the check or access it through online banking.) To track your purchases, I will request a bank statement that shows your usage. Be sure to keep your receipts in order, based on the dates they appear on the statement. On the invoices or receipts, for more clarity, please list the reason for each purchase. Be sure that the dates and amounts match the bank statement. If the purchase is not on the bank statement, no receipt is necessary. Remember what uses are eligible. The funds are to be used for your business only, not for personal usage.

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  http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf

- Fair Labor Standards Act (FLSA)
  http://www.dol.gov/whd/regs/compliance/posters/flsa.htm

- Family Medical Leave Act (FMLA)
  http://www.dol.gov/whd/fmla/finalrule/FMLAPoster.pdf

- Occupational Safety and Health Act
  http://www.osha.gov/Publications/osha3165.pdf

- Uniform Services Employment and Reemployment Rights Act
  http://www.dol.gov/vets/programs/userra/USERRA_Federal.pdf

- Alabama Child Labor Law
  http://labor.alabama.gov/docs/posters/childlaborlawposter_english.pdf

- Alabama Workers' Compensation Act
  http://labor.alabama.gov/docs/posters/wc_information.pdf

- Alabama Unemployment Compensation Act

http://labor.alabama.gov/docs/posters/uc_fraudposter.pdf

- Employee Polygraph Protection Act
  http://www.dol.gov/whd/regs/compliance/posters/eppac.pdf

- Employee Rights for Workers with Disabilities Paid at Special Minimum Wages
  http://www.dol.gov/whd/regs/compliance/posters/disabc.pdf

- Your Job Insurance
  http://labor.alabama.gov/docs/posters/uc_jobinsurance.pdf

- National Human Trafficking
  http://labor.alabama.gov/docs/posters/dir_nhtrc%20flyer%20english.pdf

Department of Recovery Operations
City of Tuscaloosa
P.O. Box 2089 Tuscaloosa, AL 35403
205-248-5700

Small/Commercial Revolving Business Loan
Data Check Sheet

Review of application:

_____ Date Received
_____ Check address
_____ Request Environmental
_____ Use of Funds
_____ Request of Demi the LMI Presumption
_____ FEMA/SBA Check
_____ Verify Collateral
_____ # of jobs to support funding requested
(1 FTE for every $50,000)

Application & Supporting Documents

Scan and email to Committee Members _____
Date

Scan and save responses to City Law
Email Tom Application Packet including:

_____ Job Creation
_____ Business address
_____ Loan Amount
_____ Use of Funds
_____ Collateral

*Title Search, Appraisal, Kelly Blue value report, or invoice

Present Application before Council

_____ Prepare Resolution by noon Friday
_____ Request check/voucher Wednesday following Council Approval

Building Back.
Stronger. Safer. Smarter.

Income Certification Form

The business for which you are applying is a part of the City of Tuscaloosa's Commercial Revolving Loan Program funded through HUD's Community Development Block Grant (CDBG-DR). The Commercial Revolving Loan Program is intended to assist businesses in the recovery area while benefitting low to moderate income families. Your response will be kept confidential and will not be available to the general public.

Included in the federal definition of "annual income" are all payments from all sources received by the family head (even if temporarily absent) and each additional member of the family household who is not a minor (a minor is defined as a person under age 18). Income includes:

1. The gross amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses;
2. The net income from operation of a business or professions or from rental or real or personal property (this includes gross receipts, minus operating expenses, received from the operation of an unincorporated farm or ranch);
3. Interest and dividends;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment and disability compensation, **worker's compensation and severance pay;**
6. Public assistance;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and
8. All regular pay, special pay and allowances of a member of the armed forces (whether or not living in the dwelling) who is head of the family or spouse.

INSTRUCTIONS: The table below lists incomes for various household (family) sizes. For the column that matches your household's size, was the combined gross income for all adult members of your household in 2015 ABOVE or BELOW the income listed?

2015 HUD Income Limits Tuscaloosa County								
Family Size	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**
Family Income	**$29,650**	**$33,850**	**$38,100**	**$42,300**	**$45,700**	**$49,100**	**$52,500**	**$55,850**

ABOVE____

BELOW____

(Place an "X" behind the word that applies.)

Example: If there are four persons currently residing in your household and the total gross income of two adults is $35,000, you would put an "X" after BELOW in the space above.

I certify that, after reviewing the definitions above of "annual income", the statement above concerning my income is correct and complete to the best of my knowledge and belief. I agree to provide income verification if requested by officials associated with the City of Tuscaloosa's Commercial Revolving Loan Program.

NOTE: Anyone who knowingly provides false or incomplete income verification may be subject to penalties for fraud under federal law.

New Hire Information

Name: _____

Race: _____

Gender: _____

Position Title: _____

Date of Hire: _____

Rate of Pay: _____

Address: _____

- Is the address of a public housing residence? ☐ Yes ☐ No

Please check one of the following:

_____Unemployed prior to hire

_____Employed elsewhere prior to hire

(OR)

_____Currently employed at this business

_____ _____

Applicant's Signature Date

_____

Applicant's Printed Name

RECOVERY OPERATIONS
CITY OF TUSCALOOSA

GIS COORDINATOR
JEFF MOTZ

PROGRAM MANAGER
SAVANNAH HOWELL

ACCOUNTANT
ASHLEY PRICE

DIRECTOR
ROBIN EDGEWORTH

LOGISTICS
CLIF PENICK

FINANCE
JACKIE DAVIS

PUBLIC RELATIONS
DEIDRE STALNAKER

2201 UNIVERSITY BLVD. (35401)
POST OFFICE BOX 2089
5700
TUSCALOOSA, ALABAMA 35403

TELEPHONE: (205) 248-

WWW.TUSCALOOSA.COM

MAYOR WALT MADDOX

MEMORANDUM

FROM: Robin Edgeworth

TO: Finance

SUBJECT: Regarding CDBG-DR Commercial Revolving Loan Program – {Enter Business Name}

Please produce a check with the following information:

Payable To:
Amount Requested:
Address:

Closing Date:

Please put this in the comments on the check: "_____"

Notes/Special Considerations:

Record this transaction in GL account number _____

Please hold the check to be picked up by Savannah Howell or Ashley Price when produced.

Savannah Howell

Attachments:

RECOVERY OPERATIONS
CITY OF TUSCALOOSA

GIS COORDINATOR
JEFF MOTZ

PROGRAM MANAGER
SAVANNAH HOWELL

ACCOUNTANT
ASHLEY PRICE

DIRECTOR
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POST OFFICE BOX 2089
5700
TUSCALOOSA, ALABAMA 35403

TELEPHONE: (205) 248-

WWW.TUSCALOOSA.COM

MAYOR WALT MADDOX

MEMORANDUM

FROM: Robin Edgeworth

TO: Office of City Attorney

SUBJECT: Regarding CDBG-DR Commercial Revolving Loan Program – {Enter Business Name}

Please produce a loan document with the following information:

Payable To:
Amount Requested:
Address:

Closing Date:

Notes/Special Considerations: Begin creating loan agreement for {Enter Business Name}

Savannah Howell

Attachments:

HOMEBUYER/DOWNPAYMENT ASSISTANCE

FOR DISASTER RECOVERY GRANT AGREEMENT

WHEREAS, the City of Tuscaloosa, a Municipal Corporation, hereinafter referred to as the City of Tuscaloosa, has loaned/granted me Five Thousand Dollars ($5,000.00) for the purpose of the down payment and closing costs associated with the purchase of a house and property located at _____ in the City of Tuscaloosa, Alabama, more particularly described as a location within the City's designated recovery area, to-wit

WHEREAS, the indebtedness of the loan/grant is to be evidenced by a promissory note and secured by a mortgage on the above described real estate.

NOW, THEREFORE, I,_____in consideration for the above mentioned loan/grant, agree to the following provisions:

1. That the loan/grant proceeds shall be used solely for the down payment and closing costs associated with purchasing of the above referenced property.

2. That the property being purchased is covered by not more than one existing mortgage or lien to which the lien represented by the City's Mortgage would be subordinated.

3. That as the purchaser of this property, funds being utilized from the City are not being used in excess of funds received from SBA, FEMA, insurance, or any other assisting agency for the purchase of the property; and if during the monitoring process said funds are found to have been provided then I will be in default and will issue immediate repayment to the City.

4. That the provision of loan/grant funds to me is subject to the availability of CDBG-DR funds to be allocated to the City of Tuscaloosa by the U. S. Department of Housing and Urban Development and is also subject to the approval of this loan/grant by the City Council of Tuscaloosa.

5. That as the owner of housing assisted with CDBG-DR funds, I must maintain the premises in compliance with all applicable housing quality standards and local code requirements and that said premises may be inspected by the City on an annual basis.

6. That I have obtained a lead paint report if the property was built prior to 1978 or a lead paint disclosure if the property has been built since 1978 and I am aware of the factors concerning lead paint.

7. That I shall occupy and use the property as my principal residence for a period of time of five years beginning on the date of this agreement. In the event that I retain ownership of this property but cease to use the property as my principal residence during the five year period, I shall be considered in default of the terms of this agreement and the City's loan/grant funds used for acquisition of the property shall be subject to immediate repayment. The $5,000.00 loan/grant shall be due and payable upon sale of the property or transfer of title or any interest therein.

8. The term of this agreement shall begin with the date hereof and end when the property is sold, title thereto is transferred, or when the Borrower/Grantee has satisfied the five year occupancy of the property.

9. That as the Borrower/Grantee, I am subject to periodic monitoring visits to ensure adherence to all applicable HUD regulations, inhabitation of the property as my principle residence, and any and all other provisions set forth in this agreement.

10. That if I shall fail to do or to perform any act or thing herein required and or agreed to be done or performed, and if I am found in default for non-compliance of any or all applicable HUD regulations including but not limited to HUD income limits for the applicable year, property location, etc., I will be considered in default of the terms of this agreement and the City will begin pursuing immediate repayment pursuant to the terms of the mortgage executed by me on _____.

I/we _____have read the foregoing instrument, understand the terms thereof, and agree to abide by the provisions herein, as evidenced by my (our) signature(s), on this the day of _____,_____.

_____

Borrower/Grantee

_____

Borrower/Grantee

_____

Witness

This Instrument prepared by:
Glenda D. Webb, City Attorney
City of Tuscaloosa Office of the City Attorney
ADDRESS: P.O. Box 2089, Tuscaloosa, AL 35403
SOURCE OF TITLE: DEED
BOOK: _____ PAGE: _____

This instrument prepared without benefit of title or survey.

WARRANTY DEED

STATE OF ALABAMA)
TUSCALOOSA COUNTY) **KNOW ALL MEN BY THESE PRESENTS,**

WHEREAS, the City of Tuscaloosa, a Municipal Corporation, has loaned/granted to us funds under the Community Development Block Grant Disaster Recovery (CDBG-DR) Homebuyer's Down Payment Assistance Program for Disaster for the purpose of down payment and closing costs associated with the purchase of a house and property located at in the City of Tuscaloosa, Alabama, being more particularly described as a location within the City's designated recovery area, to-wit:

WHEREAS, we acknowledge that as a condition for the approval of said loan/grant, that this property is subject to certain use and occupancy restrictions, requiring that we occupy and use the house located on said property as our principal residence for a period of time of five years from the date of purchase of this property, or if sold or leased requiring the repayment of any outstanding CDBG-DR funds out of the proceeds of the sale, all in accordance with the regulations of the CDBG-DR Homebuyer's Down Payment Assistance Program for Disaster Recovery. We agree to comply with these use and occupancy restrictions identified in this Warranty Deed as Restrictive Covenants.

That in consideration of Ten and No\100 ($10.00) Dollars, to the undersigned grantor in hand paid by the BORROWER/GRANTEE herein, the receipt whereof is acknowledged, he, as owner of the property, herein referred to as GRANTOR, does grant, bargain, sell and convey unto , a ☐ married/ an ☐ unmarried person, herein referred to as BORROWER/GRANTEE, the following described real estate situated in Tuscaloosa County, Alabama to-wit:

Together with all and singular the tenements, hereditaments, and appurtenances, thereto or in any wise appertaining and the reversion or the reversions, remainder or remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower and the right of dower, property, possession, claim and demand whatsoever, as well in law as in equity of the said Grantor, of, in, and to the same and every part or parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said BORROWER/GRANTEE. And he does for himself and for his heirs, executors, and administrators covenant with the said BORROWER/GRANTEE, his heirs and assigns, that he lawfully seized in fee simple of said premises; that he is free from all encumbrances, unless otherwise noted above, that he is entitled to the immediate possession thereof; that he has a good right to sell and convey the same as aforesaid; that he will and his heirs, executors and administrators shall warrant and defend the same to the said BORROWER/GRANTEE, his heirs and assigns forever against the lawful claims of all persons.

RESTRICTIVE COVENANTS:

Principal Residency Requirement: As the recipient of assistance under the HOME Program for the purchase of a house, I agree to occupy and use the property as my principal residence for a period of time of five years beginning on the date of this agreement. In the event that I retain ownership of the property but cease to use the property as my principal residence during the five year period, I shall be considered in violation of the terms of these Restrictive Covenants.

Provisions for Resale of Property: In the event that I sell this property, the City of Tuscaloosa will require repayment of any outstanding CDBG-DR funds out of the net proceeds at the time of resale. The $10,000 of loan/grant CDBG-DR funds shall be due and payable upon sale of the property or transfer of title or any interest therein.

The above restrictive covenants shall run with the land from the date of execution of this deed.

IN WITNESS WHEREOF, , has hereunto set his hand and seal, this _____ day of _____, 2015.

_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA) General Acknowledgment

I, the undersigned, a Notary Public in and for the State of Alabama at Large, do hereby certify that , whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2015.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires: _____

A14-0846

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA) General Acknowledgment

I, the undersigned, a Notary Public in and for the State of Alabama at Large, do hereby certify that , whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2015.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires: _____

A14-0846

This Instrument prepared by:
Glenda D. Webb, City Attorney
City of Tuscaloosa Office of the City Attorney
ADDRESS: P.O. Box 2089, Tuscaloosa, Al 35403
SOURCE OF TITLE: DEED
BOOK: _____ PAGE: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned , (hereinafter called the BORROWER/GRANTEE), in consideration of the receipt of ten thousand and no/100 dollars—($ 10,000.00), as a deferred payment loan/ grant from the City of Tuscaloosa, a municipal corporation organized and existing under the laws of the State of Alabama (hereinafter called the CITY) for the purpose of down payment and closing costs associated with the purchase of residential real property containing one dwelling unit which is located at in the City of Tuscaloosa and legally described as:

legal or equitable title to which is held by the BORROWER/GRANTEE, hereby agree and consent to the creation and imposition of a Second Mortgage (lien) upon the Property for the benefit of the City, subject to the following terms and conditions:

1. Such lien shall be in the full amount of the deferred payment loan/ grant made by the CITY to the BORROWER/GRANTEE.

2. The BORROWER/GRANTEE agrees that any default on a superior lien shall be a default on this lien and shall render the balance due hereunder at once due and payable; however, the restrictions herein will automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the mortgage is assigned to the Secretary of Housing and Urban Development.

3. Principal Residence: The BORROWER/GRANTEE agrees to occupy and use the property as BORROWER'S/GRANTEE'S principal residence for a period of time of five years, beginning on the date of this mortgage.

4. The BORROWER/GRANTEE agrees and understands that the $10,000.00 loan/grant principal is due and payable upon sale or transfer of title or any interest of the property described herein.

5. The BORROWER/GRANTEE agrees to maintain the dwelling unit on said property in a good condition and repairs to said property will meet the requirements of the International Building Code and the HUD Section 8 Program Housing Quality Standards.

6. Hazardous Substances. BORROWER/GRANTEE shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the property. BORROWER/GRANTEE shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any municipal, state or federal environmental law. The preceding shall not apply to the presence, use or storage on the property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the property.

   BORROWER/GRANTEE shall promptly give CITY written notice of any investigation, claim, demand, lawsuit or any other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which the BORROWER/GRANTEE has actual notice. If BORROWER/GRANTEE learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance effecting the property is necessary, BORROWER/GRANTEE shall promptly take all necessary remedial actions in accordance with said Municipal, State, or Federal Laws or regulations.

7. The BORROWER/GRANTEE agrees to pay all taxes, assessments, utilities and other expenses of the PROPERTY when due and without delinquency and shall not permit any liens to be imposed on the PROPERTY by reason of any delinquency. Upon any violation of this undertaking or the passage of any law imposing upon the BORROWER/GRANTEE the payment of any part of the taxes or assessments aforesaid, or upon the rendition of any court of last resort of a decision that the undertaking to pay the taxes or assessments as aforesaid is legally inoperative, then, in any such event, the funds (loan/grant)hereby secured shall, at the CITY's option, become immediately due and payable, without deduction, any law heretofore or hereafter enacted to the contrary, notwithstanding.

8. The BORROWER/GRANTEE agrees to provide, maintain and deliver to the CITY evidence of fire and extended coverage insurance satisfactory to the CITY and naming the CITY as a loss payee in the order and amount sufficient to permit repair or replacement of the balance outstanding of this lien.

9. If the BORROWER/GRANTEE fails to insure said property as hereinabove provided, or to pay all or any part of the taxes or assessments levied, accrued, or assessed upon or against said property or the indebtedness secured hereby or any interest of the CITY in either, or fails to pay immediately and discharge any and all liens, debts, and/or charges which might become liens superior to the lien of this mortgage, or fails to pay the items hereafter provided in Paragraph 13, the CITY may at its option insure said property and/or pay said taxes, assessments, debts, liens and/or charges, or any item secured hereby, and any money which the CITY shall have so paid or become obligated to pay shall constitute a debt to the City additional to the loan/grant hereby specially secured, shall be also secured by this mortgage, and shall be immediately due and payable, if the CITY elects to declare it so, and the CITY may take any appropriate action at law or in equity for the collection of the items listed herein, or may pursue any other remedy provided in this instrument or do both simultaneously, and in case the CITY employs an Attorney to collect any item listed herein or in Paragraph 14, the CITY shall recover of the BORROWER/GRANTEE a reasonable Attorney's fee therefore.

10. No failure of the CITY to exercise any option herein given to declare the maturity of the loan/grant hereby secured, shall be taken or construed as a waiver of its right to exercise such option or to declare such maturity by reason of any past or present default on the part of the BORROWER/GRANTEE and the procurement of insurance or the payment of taxes or other liens, debts, or charges by the CITY shall not be taken or construed as a waiver of its right to declare the maturity of the indebtedness hereby secured by reason of the failure of the BORROWER/GRANTEE to procure such insurance or to pay such taxes, debts, liens or charges.

11. But this conveyance is made upon the following conditions: If the BORROWER/GRANTEE shall well and truly pay, discharge and satisfy the following indebtedness, all of which are secured hereby: (1) the indebtedness recited hereinabove and all other sums advanced to protect the security of this mortgage; (2) all pre-existing loans or advances as they become due and payable; (3) contemporaneous loans or advances; (4) all future loans or advances or advances made before the full settlement, payment or foreclosure of the entire indebtedness secured by this mortgage; (5) any debts to the CITY for which BORROWER/GRANTEE is jointly or severally liable with a third party, or is secondarily liable to CITY as surety or endorser; (6) any advances or payments by the CITY to satisfy or pay in whole or in part any debt owed to a senior mortgagee upon the property described herein; (7) all indebtedness of the BORROWER/GRANTEE, not directly to the CITY, but to a third party by whom it has been transferred, assigned, endorsed to or otherwise acquired by the CITY or his assignee, and (8) all indebtedness to or advances made by an assignee of the CITY, prior or subsequent to the date hereof, including all pre-existing debts and future loans; and if the BORROWER/GRANTEE shall do and perform all acts and agreements to be done and performed by the BORROWER/GRANTEE

under the terms and provisions of this mortgage, then this conveyance shall be and become null and void.

12. But if the BORROWER/GRANTEE shall fail to do or perform any other act or thing herein required or agreed to be done or performed, or if the interest of the CITY in said property becomes endangered by reasons of the enforcement of any prior lien or encumbrance thereon, then in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this mortgage subject to foreclosure at the option of the CITY without notice; and the CITY shall have the right and is hereby authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in the county where said real property is located, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in said County, and upon payment of the purchase money, the CITY, or any person conducting said sale for the CITY, is authorized to execute to the purchaser at said sale a deed to the property so purchased. The CITY may bid at the sale and purchase said property, if the highest bidder therefore.

13. The proceeds of said sale shall be applied: First to the expenses of advertising and selling, including reasonable Attorney's fees; Second, to the repayment of any money with interest thereon, which the CITY may have paid or become liable to pay or which may then be necessary to pay for taxes, assessments, insurance and/or other charges, liens, or debts hereinabove provided. Third, to the payment and satisfaction of the indebtedness hereby specially secured; Fourth, the balance, if any, shall be paid to the BORROWER/GRANTEE. If this mortgage be foreclosed in Chancery, reasonable Attorney's fees for foreclosing the same shall be paid out of the proceeds of the sale.

14. All expenses incurred by the CITY, including Attorney's fees, in compromising, adjusting, or defending against liens, claims, or encumbrances sought to be fixed upon the property hereby conveyed, whether such claims or encumbrances be valid or not, shall become a part of the debt hereby secured.

15. The undersigned waives all right of exemption as to personal property under the laws of Alabama or of any other State or of the United States as to any of the items secured or that may be secured by the terms of this instrument, and agrees to pay a reasonable Attorney's fee to the CITY, should the CITY employ an Attorney to collect the same. The BORROWER/GRANTEE waives the benefits of any statute regulating the obtaining of a deficiency judgment, or requiring that the value of the property conveyed hereby be set off against any part of the loan/grant secured hereby.

16. As long as any of the indebtedness hereby secured shall remain unpaid, the BORROWER/GRANTEE will neither commit nor permit waste to be committed

on the premises hereby conveyed other than the improvements authorized by the CITY, and upon the commission of any waste thereon the CITY may, at the CITY's option, declare the entire indebtedness hereby secured to be at once due and payable. Nor will the BORROWER/GRANTEE remove any of the fixtures on the premises hereby conveyed.

17. During the existence of this mortgage, upon the voluntary or involuntary sale, transfer, conveyance or change of ownership of the mortgaged property, or any part thereof, without the written permission or consent of the CITY, the CITY may, at its option, declare the entire principal indebtedness evidenced by the note secured by this mortgage, and any other charge against said property under the terms of this mortgage, due and payable, and upon such declaration, this mortgage shall be subject to immediate foreclosure.

18. All covenants, conditions, and agreements herein contained shall extend to and bind the BORROWER'S/GRANTEE'S executors, administrators, heirs and assigns, and shall inure to the benefit of the CITY's legal representative and assigns, and wherever the context hereof so requires or admits all reference herein to the BORROWER/GRANTEE in one number shall be deemed to extend to and include the other numbers whether plural or singular, and the use of any gender shall be applicable to all genders.

19. The term of this lien shall begin with the date hereof and end when the property is sold, or-title or any interest therein is transferred or when the Borrower/Grantee has satisfied the five year occupancy of the property.

20. The BORROWER/GRANTEE shall make no payments of principal or interest on the deferred payment loan/ grant until the property described herein or any interest therein of said property is sold or title thereto is transferred; provided, however, that if the BORROWER/GRANTEE shall be in default of any of the terms or conditions of this lien, then the unpaid and remaining balance shall become immediately due and payable upon demand by the CITY. The $10,000.00 of loan/grant principal shall be due and payable upon sale of the property or transfer of title or any interest therein.

21. To assure and protect its rights in this lien, the CITY shall have right of access and inspection of the property at reasonable times and with reasonable notice to the BORROWER/GRANTEE.

22. Any forbearance by the CITY with respect to any of the terms and conditions of this lien in no way constitutes a waiver of any of the CITY's rights or privileges granted hereunder.

23. Any notice of one party to the other shall be in writing to the parties as follows:

The CITY: City of Tuscaloosa
c/o Recovery Operations
P. O. Box 2089
Tuscaloosa, Alabama 35403

The BORROWER/GRANTEE:

The BORROWER/GRANTEE, or his executors in the event of the death of the BORROWER/GRANTEE, shall notify the CITY of any change in the BORROWER'S/GRANTEE'S name.

24. The interpretation and application of this lien shall be in accordance with the laws and procedures of the State of Alabama, as they may from time to time be amended.

25. Upon satisfactory completion of all terms and conditions of this lien by the BORROWER/GRANTEE or upon payment of any and all balance due, the BORROWER/GRANTEE shall be entitled to a release and satisfaction of this lien by the CITY at the BORROWER'S/GRANTEE'S own cost.

This mortgage is expressly created and imposed upon the above described PROPERTY for the purpose of assuring the compliance of the BORROWER/GRANTEE with terms and conditions incident to the deferred payment loan/ grant evidenced by this lien, such loan/grant being exclusively for the purpose of down payment and closing costs associated with the purchase of real property in accordance with the rules and procedures of the CDBG-DR Homebuyer Down Payment Assistance Program for Disaster Recovery of the City of Tuscaloosa, Alabama.

IN WITNESS WHEREOF, the BORROWER/GRANTEE have hereunto set their hands and seals on this the ___ day of _____, 2015.

BORROW/GRANTEE:

_____

THE STATE OF ALABAMA)
TUSCALOOSA COUNTY)

I, _____, a Notary Public in and for said County and State, do hereby certify that , whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this _____ day of _____, 2014.

_____
Notary Public in and for Alabama

My Commission Expires: _____

A14-0846

THE CITY OF TUSCALOOSA, ALABAMA

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY LOAN AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND JAMAL AL-SAYYAD d/b/a SHORT STOP AMD JAMAL AL-SAYYAD INDIVIDUALLY
(A14-0934)

LOAN AGREEMENT BETWEEN THE

CITY OF TUSCALOOSA, ALABAMA

and

JAMAL AL-SAYYAD d/b/a SHORT STOP AND JAMAL AL-SAYAAD INDIVIDUALLY

COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY LOAN AND SECURITY AGREEMENT

This agreement made this _____ day of _____, 2014 by and between the CITY OF TUSCALOOSA, a municipal corporation organized under the laws of the State of Alabama (hereinafter referred to as "the City"), and the undersigned, Jamal Al-Sayyad d/b/a Short Stop and Jamal Al-Sayyad individually, (hereinafter referred to as the "Borrower");

WITNESSETH THAT:

WHEREAS, the City Council of Tuscaloosa has elected to establish a Community Development Block Grant Disaster Recovery Loan Program, by virtue of funds acquired through Section 239 of Public Law 112-55, enacted on November 18, 2011 that appropriated funds through the Department of Housing and Urban Development for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (Public Law 93–383) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) in 2011. The purpose of said program being to provide funding for projects where it is determined to be necessary or appropriate in the recovery, recruitment, expansion and retention of jobs and/or revenue producing businesses and to address issues that will facilitate and make a substantial impact to provide to the community the availability of low/moderate income jobs and,

WHEREAS, the City believes that it is necessary and an appropriate public purpose to assist the Borrower to use the loan proceeds for its business to allow the hiring, creation and or retention of 51% of low/moderate income jobs by virtue of the specific activity as follows:

Funds will used for purchasing equipment, initial inventory and working capital to allow the creation of a new business that provide low to moderate income job positions.

(all of said improvements together called the "Project Elements"); and,

WHEREAS, the City desires to enter into this Loan Agreement with the Borrower agreeing that the Borrower will implement said project in the City of Tuscaloosa, Alabama within a designated recovery zone at the following described property:

Property and improvements thereon located at 1004 26th Avenue East; Tuscaloosa, Alabama 35404 and as more particularly described in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. The City agrees to make a loan to the Borrower for the purposes, including but not limited to refinancing an existing debt, operating capital, inventory purchase, construction, repair, acquisition of buildings, improvements and or land, expansion, acquiring retail fixtures and equipment that are necessary to the implementation of the project (the "Project Elements"), said loan to be in the principal amount of Two Hundred Thousand and No/100 Dollars ($200,000.00) and subject to the terms, provisions, and conditions contained herein.

2. Borrower agrees not to co-mingle the loan proceeds with any other funds of the Borrower. Borrower agrees to establish as separate non-interest bearing account for the loan funds for the purpose of allowing the City to monitor the use of the specific funds.

3. The street address for the project site is 1004 26th Avenue East; Tuscaloosa, Alabama 35404.

4. Borrower does hereby agree to undertake at the project site the implementation of the Project Elements described herein and to operate the completed and improved premises for retail purposes in a legal and lawful manner in accordance with all applicable laws of the City of Tuscaloosa and Tuscaloosa County and the State of Alabama. The Borrower represents that it will that it will complete said Project Elements not later than _____.

5. The City does hereby agree, upon submission to and approval by the Recovery Director (the "Director") of all the documents required by this Agreement, to make a loan to the Borrower in the amount of $200,000.00, for the purposes of but not limited to refinancing an existing debt, operating capital, inventory purchase, construction, repair, acquisition of buildings, improvements and or land, expansion, acquiring retail fixtures and equipment which loan shall be made to the Borrower pursuant to the following terms and conditions.

(a) Note, Mortgage and Assignment: The Borrower shall execute and deliver to the City a note and mortgage evidencing its obligation to repay the Loan. The agreement may not be assigned in whole or in part without the express written agreement of the city.

(b) Amount: Principal amount of the Loan shall be Two Hundred Thousand and No/100 DOLLARS ($200,000.00).

(c) Interest: No interest will be charged during the term hereof.

(d) Terms and Repayment: This loan of $200,000.00 (DR Recovery Loan) and a separate loan of $50,000.00 (Small Business Deferred Loan Program) are secured by mortgage. The loan Payment of the $200,000.00 DR Recovery Loan shall commence 60 days subsequent to the disbursement of the Loan proceeds to the Borrower and said first installment shall be due and payable on the _____ day of _____, 2014 and on the _____ day of each month thereafter until the principle amount of the Loan is paid in full. The principal shall be payable in _____ equal installments of $_____. However, in the event that the Borrower shall fail to comply with the terms and conditions of the Small Business Deferred Loan requirements within the one year specified period to satisfy the loan, the $50,000.00 Small Business Deferred Loan amount shall be added to the remaining balance of the DR Recovery Loan. The Borrowers monthly payment schedule will be amended and increased to reflect the outstanding balance of the combined loans to pay the combined balance within the specified re-payment period. Payments may be either mailed to the City of Tuscaloosa Recovery Operations Center P.O. Box 2089 Tuscaloosa, Alabama 35403 or at the Recovery Operations Center at Tuscaloosa City Hall 2201 University Boulevard Tuscaloosa, Alabama 35401.

(e) Late Payment: If a payment of principal hereunder is not made in or within fifteen (15) days of its due date the undersigned will pay on demand a $25.00 late charge. Nothing in the proceeding statement shall affect the City's right to accelerate the maturity of this note in the event of any default in the payment as due.

(f) Events of Default: The City in its discretion may require the entire balance of the outstanding principal of the Loan shall become immediately due and payable upon:

(i) Failure to make any installment payment as stipulated above of principal.
(ii) Falsifying information, improper use of funds
(iii) Bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of Project Elements without notice and express written permission of the City or any part thereof.
(iv) Any failure to perform any of the covenants or conditions contained in this Loan and Inducement Agreement or other Municipal, State or Federal regulations.
(v) Borrowers Non-compliance at any time or point during the monitoring period of any Housing and Urban Development (HUD) requirements including any low/moderate job eligible activity requirements.

(g) Prepayment: The Borrower, as Maker of the promissory note, shall have the right or privilege to prepay the note in whole or in part at any time without the prior written approval of the holder of the note.

(h) Closing Costs: The Borrower agrees to pay any and all closing costs that may be associated with the loan transaction, including, but not limited to, reasonable attorney's fees, recording fees, etc.

(i) Collection Costs: In the event it should become necessary for any reason to undertake the collection of the Loan due to default or otherwise, the Borrower agrees to pay all costs of collection, including reasonable attorney's fees.

6. Collateral/UCC/Security Interest:

(i) If Borrower is to use the loan funds to purchase equipment said equipment shall be collateral for this loan and Borrower shall provide the City with a detailed list of all equipment purchased with the Loan proceeds including thereon a description of the collateral model and serial numbers. The City shall file a UCC Financing Statement listing the equipment and collateral and taking a security interest therein. If the borrower purchases vehicles, trailers or any other equipment that requires such equipment to be titled, the Borrower shall list the City on such certificate of title as the lien holder of such equipment.

(ii) The Borrower warrants that the Collateral shall not be removed from the Premises without prior written consent by the City.

(iii) The Borrower warrants that he/she is the lawful owner of the Collateral, that it is free of any and all encumbrances and that no other party has any right to the Collateral and that Borrower has the power and authority either individually on behalf of said entity to execute this agreement.

(iv) The Borrower agrees not to sell, dispose of or transfer the rights to the Collateral to another party without the prior written consent of the City.

(v) The Borrower shall insure the Collateral against all risks with a recognized insurance company at his/her cost. The Borrower shall furnish proof of such an insurance policy to the City showing thereon that the City is loss payee to the amount of the loan.

(vi) The Borrower waives all defenses based on surety ship or impairment of collateral.

(vii) The Borrower shall effect all maintenance and repairs to the Collateral at his/her cost where necessary in order to keep the Collateral in the condition at which it was first offered as Collateral.

(viii) Upon default by the Borrower under the terms of the Note and within 3 (three) days of demand by the City, the Borrower shall deliver the Collateral to the City, failing which the City may enter the Premises and take possession of the Collateral.

(ix) The City shall then have the right to sell the Collateral in any manner which it may deem fit and to apply the proceeds to the repayment of monies due under the Note.

(x) The City agrees that proceeds from the sale of the Collateral shall first be applied to repayment of monies due under the Note and that any surplus money shall be transferred to the Borrower.

(xi) The Borrower agrees that he/she shall remain liable for any shortfall if the proceeds from the sale of the Collateral are not sufficient to repay all monies due under the Note.

7. Borrower is responsible for all Zoning, Statutory, Ordinance & Code Compliance requirements including all zoning issues that include, but not limited to, specific conditions for overlay districts, business districts, resurveys, elimination of lot lines, parking regulations, signage, special exceptions, variances, land development permits and the compliance with all applicable Federal, State and Municipal permitting regulations, codes, statutes and ordinances.

8. If required by law, Borrower will at times maintain a City of Tuscaloosa business license. The lapse or failure to renew a business license shall constitute a default. The failure to pay any municipal utility account shall likewise be considered a default.

9. The Borrower acknowledges to the City that the Borrower agrees to create or cause to be created a total of Four (4) new permanent job opportunities over approximately the next sixty (60) months, Four (4) of which will be job opportunities for persons who at the time of employment are persons of low-and moderate income, on the basis of HUD income limits for the current year. Said income limits can be discerned at www.hud.gov.

The Borrower anticipates that the following numbers and types of jobs will be created:

Position: Number:

Position/LMI Status	**# of Positions**
Cashier/LMI	1.75
Stocker/LMI	0.75
Cleaning & Maintenance/LMI	0.60
Total LMI Positions	**3.10**

The Borrower anticipates that the following numbers and types of jobs will be retained at the opening of business:

Position: Number:

Position/LMI Status	**# of Positions**
Manager/non-LMI	1
Total Non-LMI Positions	**1**

(i) The Borrower shall certify to the City the employees occupying the new positions meet the low-and moderate-income test whereby 51% of the jobs created will be held by low to moderate income persons. The Borrower agrees to permit the City to interview the employees occupying the new positions at the discretion of the City. The Borrower also agrees to permit the City to view all payroll documents and any and all information needed to determine the income level of the employees.

(ii) The determination for satisfaction of the low- and moderate-income criteria of the subject employees shall be made as of the time of employment. The Borrower shall not discriminate against such employees in any manner including opportunity for promotion, salary increases, fringe benefits and disciplinary matters.

(iii) The Borrower shall submit to the City a quarterly job creation status report that includes new hires, dismissals, and voluntary separations until such times as the job creation goals until the end of the monitoring period.

These reports shall include the date of job creation (or separation), job title, the name, age, gender, race, employees household size and total household income prior to the date of employment. The borrower must have an Equal Employment Opportunity Policy in place prior to the authorization of the Loan or disbursement of any amounts.

(iv) The City in its discretion may conduct, at a minimum, six month and or yearly monitoring visits to the borrowers business to insure compliance The Borrower consents and agrees to allow the City reasonable access to the Borrowers operational records and documents for purposes of compiling such statistics and documents. The City shall provide notice to the Borrower a list of all such documents that are subject to and required for the compliance review. Borrower agrees to make such documents available for inspection to the City and or its representative at a mutually convenient time.

(v) Borrower agrees to retain any and all records pertaining to this agreement including all reports for the duration of the Loan agreement and for such time as may be directed by the City and or HUD.

10. Except for approved eligible administrative and personnel cost, no member, officer, or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City or the locality in which this Loan is situated, or no other public official of the City of Tuscaloosa or of such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the decision making process or gained inside information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed with the project or in any activity, or benefit therefrom which is part of this project at any time during or after such person's tenure. No official or employee of the City will be personally liable to Borrower or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Borrower or its successors or on any obligation under the terms of this Agreement. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or

equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer 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 whatsoever.

11. The City and the Borrower both affirm that to the best of their knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of either entity, 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.

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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12. The parties hereto acknowledge that nothing contained in the Loan Agreement or any act of HUD, the City, or of the Borrower shall be deemed or construed to create any relationship of third party beneficiary, or of principal and agent or of limited or general partnership or of joint venture or of any association or relationship involving HUD, or the City. The parties hereto further acknowledge that the City shall not be liable to the Borrower or any participating party, or to any party except HUD, for completion of, or the failure to complete, any activities which are part of the Project, except those activities specified in this agreement to be undertaken by the City.

13. This Agreement constitutes the entire agreement between the parties and includes all promises and representations, expressed or implied, made by the City and by the Borrower. No stipulations, agreements, or misunderstandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications to this Agreement shall be valid between the parties unless provided for through written amendment hereto.

14. The Laws of State of Alabama shall govern and control all contracts and agreements between the parties. In the event of any dispute between the parties as they relate to any provisions of any agreement, the forum to hear and resolve said disputes shall be the Circuit Court of Tuscaloosa County, Alabama. The City shall not enter into any agreement which requires the parties to submit their disputes to binding arbitration.

15. 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 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.

(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, 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 this 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 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.

(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.

(h) That, 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.

(i) 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.

(j) That 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.

No inconsistent Acts: Neither party shall 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.

Power to Act: 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.

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 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.

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.

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" and "agrees" are mandatory; "may" is permissive.

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City 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 shall ever be personally liable for the performance of any obligations hereunder.

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.

Definitions: 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.

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed in their respective names, and caused this Agreement to be attested, all by duly authorized persons all as of the date first above written.

CITY OF TUSCALOOSA,
a Municipal Corporation

_____
Walter Maddox, Mayor

ATTEST:_____
City Clerk

JAMAL AL-SAYYAD d/b/a SHORT STOP AND
JAMAL AL-SAYYAD INDIVIDUALLY

Borrower

By:_____
Jamal Al-Sayyad d/b/a Short Stop

_____
Jamal Al-Sayyad, Individually

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

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 _____ day of _____, 2014.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires:_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that Jamal Al-Sayyad d/b/a Short Stop, who is named is signed to the foregoing document, and,

☐ Who is known to me, or

☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of _____ a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/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 _____, 2014.

_____
Notary Public

My Commission Expires:
_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that Jamal Al-Sayyad who is named is signed to the foregoing document, and,

☐ Who is known to me, or

☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of _____ a creditable witness to the signer of the above document

and that being informed of the contents of the document, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2014.

_____
Notary Public

My Commission Expires:
_____

EXHIBIT "A"

Part of Lots 2, 4, and 6 Block B Alberta Heights, as recorded in the Probate Office of Tuscaloosa County, Alabama, in Plat Book 4, at Pages 29-30, being more particularly described as follows: Start at the Northwest corner of said Lot 2 Block B Alberta Heights, said point lying on the South right-of-way margin of 10th Street East (a 40 foot right-of-way); thence run in an Easterly direction along the North boundary of said Lot 2 and the South right-of-way margin of said 10th Street for a distance of 70.00 feet to the POINT-OF-BEGINNING; thence continue in an Easterly direction along the North boundary of said Lot 2 and the South right-of-way margin of 10th Avenue East for a distance of 103.96 feet to the West right-of-way margin of 26th Avenue East (a 40 foot right-of-way); thence with a deflection angle of 90 degrees 00 minutes to the right, run in a Southerly direction along the West right-of-way margin of 26th Avenue East for a distance of 135.20 feet to the curving North right-of-way margin of the Southern Railway Systems Railroad (a 150 foot right-of-way); thence with a deflection angle of 68 degrees 21 minutes to the right, run in a Southwesterly direction along the curving North right-of-way of said Southern Railroad System Railroad for a chord distance of 189.3 feet to the East right-of-way margin of a 15 foot alley; thence with a deflection angle of 111 degrees 29 minutes to the right, run in a Northerly direction along the East boundary of said alley for a distance 63.70 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the right, run in an Easterly direction for a distance of 70.00 feet to a point; thence with a deflection angle of 90 degrees 00 minutes to the left, run in a Northerly direction for a distance of 140.00 feet to the POINT-OF-BEGINNING.

The above described property is subject to any all restrictive covenants, easements, restrictions, reservations and rights of way as they may appear of record in the Office of Probate Judge Tuscaloosa, County Alabama and such are fully incorporated by reference herein and a made a part hereof.

THE CITY OF TUSCALOOSA, ALABAMA

COMMUNITY DEVELOPMENT BLOCK GRANT SMALL BUSINESS REVITALIZATION PROGRAM RECOVERY DEFERRED LOAN AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND STAR RESTAURANT, INC.
(A15-0448)

LOAN AGREEMENT BETWEEN THE

CITY OF TUSCALOOSA, ALABAMA

and

STAR RESTAURANT, INC.
AN ALABAMA CORPORATION

COMMUNITY DEVELOPMENT BLOCK GRANT SMALL BUSINESS REVITALIZATION PROGRAM RECOVERY DEFERRED LOAN AGREEMENT

This agreement having an effective date of the _____ day of _____, 2015 by and between the CITY OF TUSCALOOSA, a municipal corporation organized under the laws of the State of Alabama (hereinafter referred to as "the City"), and the undersigned, STAR RESTAURANT, INC., an Alabama Corporation (hereinafter referred to as the "Borrower");

WITNESSETH THAT:

WHEREAS, the City Council of Tuscaloosa has elected to establish a Community Development Block Grant Small Business Revitalization Loan Program by virtue of funds provided by Community Development Block Grant Disaster Recovery (CDBG-DR) funds awarded through ADECA (Alabama Department of Economic and Community Affairs) pursuant to Public Law 113-2. The purpose of said program being to provide funding for projects where it is determined to be necessary or appropriate in the recovery, recruitment, expansion and retention of jobs and/or revenue producing businesses and to address issues that will facilitate and make a substantial impact to provide to the community the availability of low/moderate income jobs and,

WHEREAS, the City believes that it is necessary and an appropriate public purpose to assist the Borrower to use the loan proceeds for its business to allow the hiring, creation and or retention of 51% of low/moderate income jobs by virtue of the specific activity as follows:

Loan funds with be used for the purchase of equipment

(all of said improvements together called the "Project Elements"); and,

WHEREAS, the City desires to enter into this Loan Agreement with the Borrower agreeing that the Borrower will implement said project in the City of Tuscaloosa, Alabama within a designated recovery zone at the following described property:

Improvements located at 542 15th Street East Tuscaloosa, AL 35401.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. The City agrees to make a loan to the Borrower for the purposes, including but not limited to refinancing an existing debt, operating capital, inventory purchase, construction, repair, acquisition of buildings, improvements and or land, expansion, acquiring retail fixtures and equipment that are necessary to the implementation of the project (the "Project Elements"), said loan to be in the amount of Twenty Thousand and No/100 Dollars ($20,000.00) and subject to the terms, provisions, and conditions contained herein.

2. Borrower agrees not to co-mingle the loan proceeds with any other funds of the Borrower. Borrower agrees to establish as separate non-interest bearing account for the loan funds for the purpose of allowing the City to monitor the use of the specific funds.

The street address for the project site is Property and improvements located at 542 15th Street East Tuscaloosa, AL 35401.

4. Borrower does hereby agree to undertake at the project site the implementation of the Project Elements described herein and to operate the completed and improved premises for retail purposes in a legal and lawful manner in accordance with all applicable laws of the City of Tuscaloosa and Tuscaloosa County and the State of Alabama. The Borrower represents that it will that it will begin said Project Elements not later than 60 days of funding said work to begin _____,2015, and that it will complete said Project Elements not later than _____, 2016.

5. The City does hereby agree, upon submission to and approval by the Recovery Director (the "Director") of all the documents required by this Agreement, to make a loan to the Borrower in the amount of $20,000.00, for the purposes of but not limited to refinancing an existing debt, operating capital, inventory purchase, construction, repair, acquisition of buildings, improvements and or land, expansion, acquiring retail fixtures and equipment and which loan shall be made to the Borrower pursuant to the following terms and conditions.

(a) Note and Assignment: The Borrower shall execute and deliver to the City a note evidencing its obligation to repay the Loan should the Borrower fail to comply with the one year compliance terms as set forth in paragraph (e). The agreement may not be assigned in whole or in part without the express written agreement of the city.

(b) Amount: Amount of the Loan shall be TWENTY THOUSAND and No/100 DOLLARS ($20,000.00).

(c) Interest: No interest will be charged during the term hereof.

(d) Compliance Terms: Should the Borrower fully and faithfully comply with the terms as set forth herein for a one year period, commencing from the date of the execution of this agreement, the loan funds shall be deferred and will not be subject to repayment and the mortgage securing the loan or collateral securing the loan shall be satisfied, except as set forth in paragraph 5 (f & g) provided:

1. That the project to be funded is located within the recovery zone as determined by the City.
2. That 51% or greater of all full-time equivalent jobs created or retained shall benefit low to moderate income individuals.
3. That funds must be implemented toward an eligible use.
4. That the project must begin within 60 days of receiving funds from the City.

(f) Compliance Failure/Re-Payment: In the event that Borrower fails to comply with any term as set forth in paragraph 5 (d) and is found to be in default of said obligations during the one year period, Borrow is deemed to be in material default of this agreement and the loan amount funds are to be immediately due in full and repaid by the Borrower to the City from the collateral as set forth in paragraph 6 section xiii and such collateral is forfeited, surrendered and signed over, if applicable to the City or such other remedy at law or equity as the City in its discretion may choose.

(g) Events of Default: The City in its discretion may require the entire balance of the Loan to become immediately due and payable upon:

(i) Falsifying information, improper use of funds
(ii) Bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of Project Elements without notice and express written permission of the City or any part thereof.
(iii) Any failure to perform any of the covenants or conditions contained in this Loan and Inducement Agreement or other Municipal, State or Federal regulations.
(iv) Borrowers Non-compliance at any time or point during the monitoring period of any Housing and Urban Development (HUD) requirements including any low/moderate job eligible activity requirements.
(v) Failure to surrender titles or other means of security to secure the collateral.
(vi) Sale, encumbrance or disposal of any secured collateral without the City's knowledge or consent.

(h) Closing Costs: The Borrower agrees to pay any and all closing costs that may be associated with the loan transaction, including, but not limited to, reasonable attorney's fees, recording fees, etc.

(i) Collection Costs: In the event it should become necessary for any reason to undertake the collection of the Loan due to default or otherwise, the Borrower agrees to pay all costs of collection, including reasonable attorney's fees.

6. Collateral/UCC/Security Interest:

(i) If Borrower is to use the loan funds to purchase equipment said equipment shall be collateral for this loan and Borrower shall provide the City with a detailed list of all equipment purchased with the Loan proceeds including thereon a description of the collateral model and serial numbers. The City shall file a UCC Financing Statement listing the equipment and collateral and taking a security interest therein. If the borrower purchases vehicles, trailers or any other equipment that requires such equipment to be titled, the Borrower shall list the City on such certificate of title as the lien holder of such equipment. Failure to provide the information as set forth herein shall be considered compliance failure and default and the loan amount funds are to be immediately due in full and repaid by the Borrower to the City from the collateral as referenced in paragraph 6 section xiii and such collateral is forfeited, surrendered and signed over, if applicable to the City or such other remedy at law or equity as the City in its discretion may choose.

(ii) The Borrower warrants that the Collateral shall not be removed from the Premises without prior written consent by the City.

(iii) The Borrower warrants that he/she is the lawful owner of the Collateral, that it is free of any and all encumbrances and that no other party has any right to the Collateral and that Borrower has the power and authority either individually on behalf of said entity to execute this agreement.

(iv) The Borrower agrees not to sell, dispose of or transfer the rights to the Collateral to another party without the prior written consent of the City.

(v) If vehicles are to be used as collateral, Borrowers agree to surrender the vehicle title to the City until the loan is satisfied. Failure to surrender any such title shall be considered a default as set forth in paragraph (g).

(vi) The Borrower shall insure the Collateral against all risks with a recognized insurance company at his/her cost. The Borrower shall furnish proof of such an insurance policy to the City showing thereon that the City is loss payee to the amount of the loan.

(vii) The Borrower waives all defenses based on surety ship or impairment of collateral.

(viii) The Borrower shall effect all maintenance and repairs to the Collateral at his/her cost where necessary in order to keep the Collateral in the condition at which it was first offered as Collateral.

(ix) Upon default by the Borrower under the terms of the Note and within 3 (three) days of demand by the City, the Borrower shall deliver the Collateral to the City, failing which the City may enter the Premises and take possession of the Collateral.

(x) The City shall then have the right to sell the Collateral in any manner which it may deem fit and to apply the proceeds to the repayment of monies due under the Note.

(xi) The City agrees that proceeds from the sale of the Collateral shall first be applied to repayment of monies due under the Note and that any surplus money shall be transferred to the Borrower.

(xii) The Borrower agrees that he/she shall remain liable for any shortfall if the proceeds from the sale of the Collateral are not sufficient to repay all monies due under the Note.

(xiii) Specific collateral for this loan is secured by equipment to be purchased by the Borrower and the City shall be lien holder thereon.

7. Borrower is responsible for all Zoning, Statutory, Ordinance & Code Compliance requirements including all zoning issues that include, but not limited to, specific conditions for overlay districts, business districts, resurveys, elimination of lot lines, parking regulations, signage, special exceptions, variances, land development permits and the compliance with all applicable Federal, State and Municipal permitting regulations, codes, statutes and ordinances.

8. If required by law, Borrower will at times maintain a City of Tuscaloosa business license. The lapse or failure to renew a business license shall constitute a default. The failure to pay any municipal utility account shall likewise be considered a default.

9. The Borrower acknowledges to the City that the Borrower agrees to create or cause to be created a total of ____10.5_____ new full-time permanent job opportunity over approximately the next year of which ____10.5_____ will be a job opportunity for persons who at the time of employment are persons of low-and moderate income, on the basis of HUD income limits for the current year. Said income limits can be discerned at www.hud.gov.

The Borrower anticipates that the following numbers and types of jobs will be created:

Position: Number:

Position/LMI Status	**# of Positions**
General Manager (40 hours/week)/LMI	1
Bakers (40 hours/week)/LMI	2
Shift Leaders (40 hours/week)/LMI	3
Crew Members (30 hours/week)/LMI	4.5
Total Positions	10.5
Total LMI Positions	10.5

The Borrower anticipates that the following numbers and types of jobs will be retained.

Position: Number:

Position/LMI Status	**# of Positions**
Total Positions	0
Total LMI Positions	0

(i) The Borrower shall certify to the City the employees occupying the new positions meet the low-and moderate-income test whereby 51% of the jobs created will be held by low to moderate income persons. The Borrower agrees to permit the City to interview the employees occupying the new positions at the discretion of the City. The Borrower also agrees to permit the City to view all payroll documents and any and all information needed to determine the income level of the employees.

(ii) The determination for satisfaction of the low- and moderate-income criteria of the subject employees shall be made as of the time of employment. The Borrower shall not discriminate against such employees in any manner including opportunity for promotion, salary increases, fringe benefits and disciplinary matters.

(iii) The Borrower shall submit to the City a quarterly job creation status report that includes new hires, dismissals, and voluntary separations until such times as the job creation goals until the end of the monitoring period.

These reports shall include the date of job creation (or separation), job title, the name, age, gender, race and any other information that may be requested by the city to determine the job position and the individual holding the position as it pertains to low to moderate income individuals and equal employment opportunities. The borrower must have an Equal Employment Opportunity Policy in place prior to the authorization of the Loan or disbursement of any amounts.

(iv) The City in its discretion may conduct monitoring visits to the borrowers business to insure compliance The Borrower consents and agrees to allow the City reasonable access to the Borrowers operational records and documents for purposes of compiling such statistics and documents. The City shall provide notice to the Borrower a list of all such documents that are subject to and required for the compliance review. Borrower agrees to make such documents available for inspection to the City and or its

representative at a mutually convenient time.

(v) Borrower agrees to retain any and all records pertaining to this agreement including all reports for the duration of the Loan agreement and for such time as may be directed by the City and or HUD.

10. Except for approved eligible administrative and personnel cost, no member, officer, or employee of the City, or its designees, or agents, no consultant, no member of the governing body of the City or the locality in which this Loan is situated, or no other public official of the City of Tuscaloosa or of such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the decision making process or gained inside information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed with the project or in any activity, or benefit therefrom which is part of this project at any time during or after such person's tenure. No official or employee of the City will be personally liable to Borrower or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Borrower or its successors or on any obligation under the terms of this Agreement. Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no investment or equity interest in the business of Developer, and shall not be liable for any debts of Developer, nor shall the City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Developer, nor shall Developer 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 whatsoever.

11. The City and the Borrower both affirm that to the best of their knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of either entity, 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.

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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12. The parties hereto acknowledge that nothing contained in the Loan Agreement or any act of HUD, the City, or of the Borrower shall be deemed or construed to create any relationship of third party beneficiary, or of principal and agent or of limited or general partnership or of joint venture or of any association or relationship involving HUD, or the City. The parties hereto further acknowledge that the City shall not be liable to the Borrower or any participating party, or to any party except HUD, for completion of, or the failure to complete, any activities which are part of the Project, except those activities

specified in this agreement to be undertaken by the City.

13. This Agreement constitutes the entire agreement between the parties and includes all promises and representations, expressed or implied, made by the City and by the Borrower. No stipulations, agreements, or misunderstandings of the parties hereto shall be valid or enforceable unless contained in this Agreement. No oral conditions, warranties or modifications to this Agreement shall be valid between the parties unless provided for through written amendment hereto.

14. The Laws of State of Alabama shall govern and control all contracts and agreements between the parties. In the event of any dispute between the parties as they relate to any provisions of any agreement, the forum to hear and resolve said disputes shall be the Circuit Court of Tuscaloosa County, Alabama. The City shall not enter into any agreement which requires the parties to submit their disputes to binding arbitration.

15. 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 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.

(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, 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 this 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 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.

(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.

(h) That, 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.

(i) 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.

(j) That 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.

No inconsistent Acts: Neither party shall 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.

Power to Act: 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.

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 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.

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.

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" and "agrees" are mandatory; "may" is permissive.

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City 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 shall ever be personally liable for the performance of any obligations hereunder.

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.

Definitions: 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.

IN WITNESS WHEREOF, the City and the Borrower have caused this Agreement to be executed in their respective names, and caused this Agreement to be attested, all by duly authorized persons all as of the date first above written.

CITY OF TUSCALOOSA,
a Municipal Corporation

_____
Walter Maddox, Mayor

ATTEST:_____
City Clerk

STAR RESTAURANT, INC.

Borrower

By: _____

As Its: _____

STATE OF ALABAMA)

TUSCALOOSA COUNTY)

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 _____ day of _____, 2015.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires:_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____ as _____ of Star Restaurant, Inc. whose name is signed to the foregoing document, and,

☐ Who is known to me, or

☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of _____ a creditable witness to the signer of the above document

and that being informed of the contents of the document, they, 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 _____, 2015.

_____
Notary Public

My Commission Expires:
_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

PROMISSORY NOTE SECURED BY MORTGAGE

1. **PROMISE TO PAY**: This Promissory Note ("Note") is made on _____, _____, by _____ (the "Obligor") ("Obligor" as used herein shall have the same meaning in the plural as it does in the singular) promises to pay _____ dollars (U.S. $_____) (this amount is called "Principal"), to the order of The City of Tuscaloosa (the "City"), The City or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. **INTEREST**: No interest will be charged during the term hereof.

3. **PAYMENTS**: Obligor's monthly payment will be in the amount of _____ dollars (U.S. $_____). Obligor will pay principal by making a payment every month. Obligor will make the monthly payment on the 15th day of each month beginning on _____, 20____. Obligor will make these payments every month until Obligor has paid all of the Principal owed under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to Principal.

Monthly payments may be either mailed to the City of Tuscaloosa Recovery Operations Center P.O. Box 2089 Tuscaloosa, Alabama 35403 or paid at the Recovery Operations Center at Tuscaloosa City Hall 2201 University Boulevard Tuscaloosa, Alabama 35401 or at a different place if required by the Note Holder.

4. **SECURITY FOR PAYMENT:** This note is secured by that certain Mortgage from_____ to the City of Tuscaloosa dated _____ and recorded in Mortgage Book ____ at Page _____ in the Probate Office of Tuscaloosa County, Alabama that covers the real property as described in Exhibit "A". The Mortgage dated the same date as this Note, protects the Note Holder from possible losses which might result if Borrower does not keep the promises which Borrower makes in this Note. The Mortgage describes how and under what conditions Borrower may be required to make immediate payment in full of all amounts Borrower owes under this Note.

Some of those conditions are described as follows:

(a) Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without City's prior written consent, City may, at its option, require immediate payment in full of all sums secured by this Instrument.

(b) If City exercises this option, City shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Instrument. If Borrower fails to pay these sums prior to the expiration of this period, City may invoke any remedies permitted by this Instrument without further notice or demand on Borrower.

5. **LATE PAYMENT**: If a payment of principal is not made in or within fifteen (15) days of its due date the undersigned will pay on demand a late charge of $25.00. Nothing in the proceeding statement shall affect the City's right to accelerate the maturity of this note in the event of any default in the payment as due.

6. OBLIGOR'S RIGHT TO PREPAY: The Obligor, as Maker of the promissory note, shall have the right or privilege to prepay the note in whole or in part at any time without the prior written approval of the holder of the note.

7. NO WAIVER BY NOTE HOLDER: Even if, at a time when Obligor is in default, the Note Holder does not require Obligor to pay immediately in full as described above, the Note Holder will still have the right to do so if Obligor is in default at a later time.

8. GIVING OF NOTICES: Unless applicable law requires a different method, any notice that must be given to Obligor under this Note will be given by delivering it or by mailing it by first class mail to Obligor at the address stated below or at a different address if Obligor gives the Note Holder a notice of Obligor's different address. Obligors address

_____

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE: If more than one Obligor signs this Note, each Obligor is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any Obligor who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each Obligor individually or against all Obligors together. This means that any one Obligor may be required to pay all of the amounts owed under this Note. Each maker and endorser further agrees, jointly and severally, to pay all costs collection, including a reasonable attorney's fee in case the principal of this note or any payment on the principal or any interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

10. WAIVERS: Each maker and endorser severally waives demand, protest, and notice of maturity, nonpayment, or protest and all requirements necessary to hold each of them liable as makers and endorsers. Obligor understands that any of the following activities are permitted under this Note and will not constitute a waiver of rights by Note Holder, nor a requirement of prior notice: (a) accept as a partial payment a check or other payment marked "paid in full" or "accord and satisfaction" with similar language; (b) renew or permit additional time for payment of any amount owing; (c) accept partial payments; (d) add or release any obligated person; (e) at Note Holder's cost, periodic updates on Obligor's credit report may be obtained to determine

Obligor's compliance with the terms and conditions of this Note; or (f) the obligation evidenced by this Note may be reported to credit reporting agencies. Should litigation be necessary to enforce this note, each maker and endorser waives trial by jury and consents to the personal jurisdiction and venue of a court of subject matter jurisdiction located in the State of Alabama and County of Tuscaloosa.

11. DEFAULT: The City in its discretion may require the entire balance of the outstanding principal of the Loan shall become immediately due and payable upon:
(i) Failure to make any installment payment as stipulated above of principal
(ii) Falsifying information, improper use of funds.
(iii) Bankruptcy, reorganization, syndication, dissolution or liquidation of the Borrower, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of Project Elements without notice and express written permission of the City or any part thereof.
(iv) Any failure to perform any of the covenants or conditions contained in this Loan and Inducement Agreement or other Municipal, State or Federal regulations.
(v) Borrowers Non-compliance at any time or point during the monitoring period of any Housing and Urban Development (HUD) requirements including any low/moderate job eligible activity requirements.

12. INCORPORATION: The terms and conditions of the Loan and Security Agreement between the City and Borrower/Obligor dated _____, 20___ are incorporated by reference herein.

13. MISCELLANEOUS: Borrower/Obligor represents and warrants 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 it 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.

(c) That to the extent required, Borrower 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 Borrower 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, 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 this 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 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.

(g) That Borrower has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

(h) That, under the provisions of the Constitution and laws of the State of Alabama, Borrower has the power to consummate the transactions contemplated by this Agreement.

(i) 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.

(j) That this Agreement constitutes the legal, valid and binding obligation of Borrower and is enforceable against Borrower 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.

No inconsistent Acts: Borrower shall not 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 to faithfully and fully perform its obligations hereunder.

Power to Act: Under the provisions of the Constitution and laws of the State of Alabama, Borrower has the power to consummate the transactions contemplated by this Agreement.

Waiver: Non-enforcement of any provision of this Agreement by City 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.

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 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.

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.

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.

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Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City 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 shall ever be personally liable for the performance of any obligations hereunder.

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.

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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.

_____
Borrower/Obligor

By:_____

As It's:_____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as the _____ of _____, is signed to the foregoing document, and,

☐ Who is known to me, or

☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/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 _____, 20___.

_____
Notary Public

My Commission Expires:
_____

This Instrument Prepared By:

_____

P.O. Box 2089
Tuscaloosa, Alabama 35403

Source of Title:

Deed Book:_____ Page:_____

MORTGAGE/SECURITY INSTRUMENT

MORTGAGE: City of Tuscaloosa, Alabama

MORTGAGOR: _____

DEFINITIONS
Words used in multiple sections of this document are defined below.

A. "Mortgage/Security Instrument" means this document, which is dated_____.
B. "Borrower" Borrower is the mortgagor under this Mortgage/Security Instrument, _____.
A. "City" is the City of Tuscaloosa an Alabama Municipal Corporation.
B. City's address is 2201 University Boulevard Tuscaloosa, Alabama 35401 and is the mortgagee under this Mortgage/Security Instrument.
E. "Note" means the promissory note signed by Borrower and dated. The Note states that Borrower owes City's Dollars (U.S. $_____). Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than _____.
F. "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
G. "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Mortgage/Security Instrument, plus interest.
H. **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
I. "Periodic Payment" means the regularly scheduled amount due for principal under the Note.
J. "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Mortgage/Security Instrument.
K. "Transfer of Rights in the Property" This Mortgage/Security Instrument secures to City's: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Mortgage/Security Instrument and the Note. For this

purpose, Borrower irrevocably mortgages, grants and conveys to City, with power of sale, the following described property located in the County Of Tuscaloosa, City of Tuscaloosa, Alabama:

which currently has the address of _____, Tuscaloosa, Alabama.

A description of said property attached hereto as Exhibit "A"

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage/Security Instrument. All of the foregoing is referred to in this Mortgage/Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS MORTGAGE/SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Mortgage/Security Instrument covering real property.

UNIFORM COVENANTS. Borrower and City's covenant and agree as follows:

1. Payment of Principal and Late Charges. Borrower shall pay when due the principal of the debt evidenced by the Note and any late charges due under the Note. Payments due under the Note and this Mortgage/Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by City as payment under the Note or this Mortgage/Security Instrument is returned to City unpaid, City may require that any or all subsequent payments due under the Note and this Mortgage/Security Instrument be made in one or more of the following forms, as selected by City: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by City when received at the location designated in the Note or at such other location as may be designated by City in accordance with the notice provisions in Section 13.

City may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. City may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but City's is not obligated to apply such payments at the

time such payments are accepted. No offset or claim which Borrower might have now or in the future against City shall relieve Borrower from making payments due under the Note and this Mortgage/Security Instrument or performing the covenants and agreements secured by this Mortgage/Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by City shall be applied to principal due under the Note. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Mortgage/Security Instrument, and then to reduce the principal balance of the Note.

If City receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, City may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Mortgage/Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. Borrower shall promptly discharge any lien which has priority over this Mortgage/Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to City, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in City's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to City's subordinating the lien to this Mortgage/Security Instrument. If City determines that any part of the Property is subject to a lien which can attain priority over this Mortgage/Security Instrument, City may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which City requires insurance in an amount not less than the amount of this mortgage. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that City requires. What City requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier

providing the insurance shall be chosen by Borrower subject to City's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. City may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remapping's or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverage's described above, City may obtain insurance coverage, at City option and Borrower's expense. City is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover City, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by City under this Section 4 shall become additional debt of Borrower secured by this Mortgage/Security Instrument. These amounts shall be payable upon notice from City to Borrower requesting payment.

All insurance policies required by City and renewals of such policies shall be subject to City's right to disapprove such policies, shall include a standard mortgage clause, and shall name City as mortgagee and/or as an additional loss payee. City shall have the right to hold the policies and renewal certificates. If City requires, Borrower shall promptly give to City all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by City, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name City as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and City. City may make proof of loss if not made promptly by Borrower. Unless City and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by City, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and City security is not lessened. During such repair and restoration period, City shall have the right to hold such insurance proceeds until City has had an opportunity to inspect such Property to ensure the work has been completed to City's satisfaction, provided that such inspection shall be undertaken promptly. City may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, City shall not be required to pay Borrower any interest or earnings on such proceeds.

Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or City's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage/Security

Instrument, whether or not then due, with the excess, if any, paid to Borrower. If Borrower abandons the Property, City may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from City that the insurance carrier has offered to settle a claim, then City may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if City acquires the Property under Section 18 or otherwise, Borrower hereby assigns to City (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Mortgage/Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. City may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Mortgage/Security Instrument, whether or not then due.

5. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if City has released proceeds for such purposes. City may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

City or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, City may inspect the interior of the improvements on the Property. City shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Borrower's Loan Agreement. Borrower shall be in default if, during the Loan agreement process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to City (or failed to provide City's with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property.

7. **Protection of City's Interest in the Property and Rights Under this Mortgage/Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Mortgage/Security Instrument, (b) there is a legal proceeding that might significantly affect City's interest in the Property and/or rights under this Mortgage/Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over

this Mortgage/Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then City may do and pay for whatever is reasonable or appropriate to protect City's interest in the Property and rights under this Mortgage/Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. City's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Mortgage/Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Mortgage/Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although City may take action under this Section 7, City does not have to do so and is not under any duty or obligation to do so. It is agreed that City incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by City's under this Section 7 shall become additional debt of Borrower secured by this Mortgage/Security Instrument. These amounts shall be payable upon notice from City's to Borrower requesting payment. If this Mortgage/Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless City agrees to the merger in writing.

8. Mortgage Insurance. If City required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by City ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by City. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to City the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. City will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and City shall not be required to pay Borrower any interest or earnings on such loss reserve. City can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that City requires) provided by an insurer selected by City again becomes available, is obtained, and City requires separately designated payments toward the premiums for Mortgage Insurance. If City required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until City requirement for Mortgage Insurance ends in accordance with any written

agreement between Borrower and City providing for such termination or until termination is required by Applicable Law.
Mortgage Insurance reimburses City (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, City, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of City takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to City. If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and City security is not lessened. During such repair and restoration period, City shall have the right to hold such Miscellaneous Proceeds until City has had an opportunity to inspect such Property to ensure the work has been completed to City's satisfaction, provided that such inspection shall be undertaken promptly. City may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, City's shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or City's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage/Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage/Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the

sums secured by this Mortgage/Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and City otherwise agree in writing, the sums secured by this Mortgage/Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and City otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Mortgage/Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by City to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to City within 30 days after the date the notice is given, City is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Mortgage/Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in City's judgment, could result in forfeiture of the Property or other material impairment of City's interest in the Property or rights under this Mortgage/Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate by causing the action or proceeding to be dismissed with a ruling that, in City's judgment, precludes forfeiture of the Property or other material impairment of City's interest in the Property or rights under this Mortgage/Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of City's interest in the Property are hereby assigned and shall be paid to City.

10. Borrower Not Released; Forbearance By City's Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage/Security Instrument granted by City to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. City shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage/Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by City in exercising any right or remedy including, without limitation, City's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Mortgage/Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Mortgage/Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Mortgage/Security Instrument; (b) is not personally obligated to pay the sums secured by this Mortgage/Security Instrument; and (c) agrees that City and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage/Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Mortgage/Security Instrument in writing, and is approved by City's, shall obtain all of Borrower's rights and benefits under this Mortgage/Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Mortgage/Security Instrument unless City's agrees to such release in writing. The covenants and agreements of this Mortgage/Security Instrument shall bind and benefit the successors and assigns of City.

12. Loan Charges. City may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting City's interest in the Property and rights under this Mortgage/Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Mortgage/Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. City may not charge fees that are expressly prohibited by this Mortgage/Security Instrument or by Applicable Law.

13. Notices. All notices given by Borrower or City in connection with this Mortgage/Security Instrument must be in writing. Any notice to Borrower in connection with this Mortgage/Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to City. Borrower shall promptly notify City of Borrower's change of address. If City specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage/Security Instrument at any one time. Any notice to City shall be given by delivering it or by mailing it by first class mail to City address stated herein unless City has designated another address by notice to Borrower. Any notice in connection with this Mortgage/Security Instrument shall not be deemed to have been given to City until actually received by City. If any notice required by this Mortgage/Security Instrument is also required under

Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Mortgage/Security Instrument.

14. Governing Law; Severability; Rules of Construction. This Mortgage/Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Mortgage/Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Mortgage/Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Mortgage/Security Instrument or the Note which can be given effect without the conflicting provision. As used in this Mortgage/Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

15. Borrower's Copy. Borrower shall be given one copy of the Note and of this Mortgage/Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without City's prior written consent, City may require immediate payment in full of all sums secured by this Mortgage/Security Instrument.

If City exercises this option, City shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Borrower must pay all sums secured by this Mortgage/Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, City may invoke any remedies permitted by this Mortgage/Security Instrument without further notice or demand on Borrower.

17. Hazardous Substances. As used in this Section 17; (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in

Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property.

The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products) or to businesses engaged in the dispensing of motor fuels and lubricants.

Borrower shall promptly give City's written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on City for an Environmental Cleanup.

18. Default: If the Borrower shall fail to pay, or cause to be paid, at maturity, the indebtedness hereby secured or any part thereof, or fails to pay any installment, principal and/or interest, when the same is above promised to be paid, or if the Borrower shall fail to do any other act or thing herein required or agreed to be done or performed, or if the interest of the Borrower in said property become endangered by reasons of the enforcement of any prior lien or encumbrance thereon, then, in any such event, the whole indebtedness hereby secured shall immediately become due and payable, and this mortgage subject to foreclosure at the option of the City without notice; and the City shall have the right and is authorized to enter upon and take possession of said property, and, after or without taking possession, to sell the same before the Court House door in Tuscaloosa County, Alabama, at public outcry, for cash, first giving notice of the time, place, and terms of said sale by publication once a week for three successive weeks immediately prior to said sale in some newspaper published in Tuscaloosa County, and, upon payment of the purchase money, the City, or any person conducting said sale for the City, is authorized to execute to the purchaser at said sale a deed to the property so purchased. The City may bid at the sale and purchase said property, if the highest bidder therefore. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Mortgage/Security Instrument; and (c) any excess to the person or persons legally entitled to it.

19. Default, Rents, Income, Profits: If the Borrower shall make default in the payment of any of the indebtness hereby secured, or in the performance of any of the terms or conditions hereof, all the rents, income and profits from the premises are hereby transferred, assigned, set over and conveyed to the City, and the City may proceed to collect the rent, income and profits from the premises upon such default either with or without the appointment of a Receiver; but the City shall not thereby become bound by the terms of any lease then existing on the premises by electing to collect the rents thereunder but may at any time terminate the same. Any rents, income and profits collected by the City prior to foreclosure of this indebtedness, less the cost of collecting the same including any real estate commission or attorneys fee incurred, shall be credited first, on the advances, and the cost of necessary repairs, and the remainder, if any, upon the principal debt hereby secured.

20. Release. Upon payment of all sums secured by this Mortgage/Security Instrument, City shall release this Mortgage/Security Instrument. Borrower shall pay any recordation costs. City may charge Borrower a fee for releasing this Mortgage/Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

21. Miscellaneous: Borrower represents and warrants 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 it 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.

(c) That to the extent required, Borrower 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 Borrower 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, 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 this 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 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.

(g) That Borrower has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this Agreement.

(h) That, under the provisions of the Constitution and laws of the State of Alabama, Borrower has the power to consummate the transactions contemplated by this Agreement.

(i) 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.

(j) That this Agreement constitutes the legal, valid and binding obligation of Borrower and is enforceable against Borrower 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.

<u>No inconsistent Acts:</u> Borrower shall not 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 to faithfully and fully perform its obligations hereunder.

<u>Power to Act:</u> Under the provisions of the Constitution and laws of the State of Alabama, Borrower has the power to consummate the transactions contemplated by this Agreement.

Waiver: Non-enforcement of any provision of this Agreement by City 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.

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 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.

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.

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" and "agrees" are mandatory; "may" is permissive.

Liability of the City or City Officials: Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City 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 shall ever be personally liable for the performance of any obligations hereunder.

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.

Definitions: 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage/Security Instrument executed by Borrower and recorded with it.

This the _____ day of _____, 201__.

_____

Borrower

By:_____

As It's:_____

STATE OF ALABAMA)

COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as the _____ of _____, is signed to the foregoing document, and,

☐ Who is known to me, or

☐ Whose identity I proved on the basis of _____, or

☐ Whose identity I proved on the oath/affirmation of a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/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 September, 2012.

_____

Notary Public

My Commission Expires:

_____

EXHIBIT "A"

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

DEVELOPER FUNDING CONTRACT BETWEEN THE CITY OF TUSCALOOSA AND HABITAT FOR HUMANITY OF TUSCALOOSA. (A13-1030)

THIS AGREEMENT made and entered into on this the ____ day of _____, 20__, by and between the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "City," and **HABITAT FOR HUMANITY OF TUSCALOOSA**, an incorporated non-profit organization, hereinafter sometimes referred to as the "Developer":

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

WHEREAS, the Developer 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 May 7, 2013 the City Council of Tuscaloosa appropriated the amount of $1,000,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to Habitat for Humanity Tuscaloosa, Inc. for the construction of eleven (11) single-family homes on Juanita Drive; and,

WHEREAS, the City desires to have the Developer 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 Developer 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 et seq., Code of Alabama (1975). The Developer 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 Developer 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. STATEMENT OF WORK

The Developer 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, the Developer will incur construction costs for eleven (11) single family homes on Juanita Drive at the following street addresses: 20, 24, 25, 31, 36, 46, 50, 110, 114, 115, and 12 Juanita Drive, Tuscaloosa, Alabama, within in City limits of Tuscaloosa and within Tuscaloosa County. This housing will benefit low to moderate income persons as defined by the income limits established for Tuscaloosa County.

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 Developer shall complete the construction of each of these eleven (11) single-family homes on Juanita Drive. The units to be constructed in this project shall be in accordance with HUD guidelines and shall be completed by the Developer no later than August 30, 2015 and sold to qualifying low-moderate income families by this same date. For each unit, Developer must: establish time benchmarks for construction of the homes to comply with the two year project time limitation (construction and sale of all homes no later than August 30, 2015); construction must be in accordance with Green Building Standard for New Construction (as promulgated by HUD on March 5, 2013, see FR-5696-N-01); the Developer must design and construct to incorporate principles of sustainability, including water and energy efficiency, resilience and mitigation for the impact of future disasters; the Developer must make available any and all information necessary to the City for monitoring visits; the Developer must disclose Subcontractors (if any) contracted to work on any of the units and provide any other information regarding such as requested by the City, and shall assist the City in recapture of duplication of benefits if such determined.

Project Administration

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

SCHEDULE FOR COMPLETION OF SERVICES

Activity	Time for Completion
Complete construction and sale of the eleven (11) units to low-moderate income families	August 30, 2015

The construction of eleven (11) single-family housing units to benefit low to moderate income residents shall be completed in this project.

III. APPROPRIATION

The City will reimburse the Developer twice per month upon submission of reimbursements for actual expenses incurred in the operation of the program, in accordance with the following budget:

OPERATING BUDGET

Total Budget	$ 1,000,000.00

Once per month, the Developer 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 Developer 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 Developer 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 Developer 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 Developer, 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 Developer during the time period from execution of this agreement until August 30, 2015, or until said Agreement is otherwise terminated. The Developer 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. In the event of termination by either party, the Developer 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

The Developer hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the Developer, 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 Developer 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 Developer 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.

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.

Developer agrees to send to each labor organization or representative of workers with which the Developer 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.

Developer 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. Developer will not subcontract with any subcontractor where the Developer has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

Developer will certify that any vacant employment positions, including training positions, that are filled (1) after Developer 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 Developer'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.

VII. INDEPENDENT CONTRACTOR

It is agreed between the City and the Developer that the Developer 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 Developer, or for actions of the Developer.

Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Developer, and shall not be liable for any debts or obligations incurred by the Developer, nor shall the City be deemed or construed to be partner, joint adventurer or otherwise interested in the assets of the Developer, or profits earned or derived by the Developer, nor shall the Developer 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 Developer 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 Developer, provided for herein, are performed, but on the contrary, the Developer shall be wholly responsible therefor.

VIII. INDEMNITY

The Developer 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 arising out of or in any manner associated with this Agreement or services provided or performed by the Developer or any of its officers, agents or employees.

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 Developer shall submit, if requested by the City, to the office of the finance director of the City, a written monthly report of the Developer's activities and expenditures, including, but not limited to, information demonstrating that services by the Developer 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 Developer is not providing the services within the City Corporate Limits at least equal to the funding herein, then the City may terminate the Agreement immediately. Upon such termination, the Developer 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.

XI. BOOKS AND RECORDS/REPORTS

The Developer shall, at the request of the City, throw open and provide, at a time and place designated by the City, all books, records, accounts, statements and other documents as needed by the City to enable it to conduct a financial and/or operational review or audit of its operations and/or finances. If the Developer 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 Developer pursuant to Article IV of Chapter 2 of the City Code shall also be provided by the Developer 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 Community Development Block Grant Disaster Recovery (CDBG-DR) funds, the Developer 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 Developer'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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer of this agreement or the use of public funds or other things of value provided to the Developer 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 Developer, whether directly or indirectly, from the City shall be subject to competitive bidding.

B. The Developer 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 Developer to the extent applicable. The City shall administer and appropriate funds to the Developer 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 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 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.

Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned by the City. All portions of the Contract Document, and copies and parts thereof, are the instruments of serve for this project. They are not to be used on other work and are to be returned to the City upon request at the completion of the work. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City. Such user shall hold the City harmless from any and all damages, including reasonable attorney's fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

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

The Developer may retain any program income, but only if: (1) the Developer maintains a separate account for any program income generated; (2) any such program income retained by the Developer is dedicated by the Developer to acquisition, construction and/or rehabilitation of homes designated for affordable housing units for low-to-moderate income families; and, (3) the Developer must submit quarterly reports to the City on the use of the program income until such time as the City determines.

XIX. ACCOUNTS RECEIVABLE AND PROPERTY ACQUIRED

Upon the expiration of this Agreement, the Developer 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 Developer 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 Developer acknowledges that these referenced documents have been provided to it by the City of Tuscaloosa.

XXI. ANTI-LOBBYING PROVISION

The Developer agrees that no Federal appropriated funds will be paid, by or on behalf of the Developer, 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 Developer 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 Developer 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.

HABITAT FOR HUMANITY OF TUSCALOOSA, INC.

BY: _____

ITS: _____

ATTEST:

_____

CITY OF TUSCALOOSA, A Municipal Corporation

BY: _____

Mayor Walter Maddox

ATTEST:

_____

City Clerk

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and:

___ Who is known to me; or
___ Whose identity I proved on the basis of _____; or
___ Whose identity I proved on the oath/affirmation of _____,
a creditable witness to the signer of the above document,

and that being informed of the contents of the document, he/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 _____, 2013.

_____
Notary Public

My Commission Expires: _____

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 ____ day of _____, 20___.

_____
Notary Public

My Commission Expires:_____

ATTACHMENT "A"

SPECIAL CONDITIONS FOR AN AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND HABITAT FOR HUMANITY OF TUSCALOOSA, INC.

I. DEFINITIONS

"Contract" means a contract agreement between the City of Tuscaloosa and Habitat for Humanity Tuscaloosa, Inc. for the construction of eleven (11) single-family homes on Juanita Drive

"Agency" means Habitat for Humanity Tuscaloosa, Inc., a non-profit organization.

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

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

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

"Project" means the payment of construction costs for the development of eleven (11) single-family homes in the City of Tuscaloosa, Alabama.

"Project Area" means the Juanita Drive neighborhood 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.

12. Utilizing Minority Contractors/ Disadvantaged Business Enterprise (DBE). Developer is encouraged to utilize the minority contractor/DBE data base to identify eligible minority contractors and subcontractors. Disadvantaged Business Enterprise (DBE) for the purpose of this contract shall mean any small business firm that is independently owned and controlled in both substance and form by one or more socially and economically disadvantaged person(s). Developer should document its efforts to utilize minority contractors/DBE for the project and identify the minority subcontractors/DBE that Developer intends to engage on the project. Developer may obtain database information by contacting LaParry Howell of the City of Tuscaloosa at 205-248-5089.

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.

2. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

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, 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.

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.

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 ____ day of _____, 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. <u>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding $10,000).</u> 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, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____ 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 _____ day of _____, 2014.

_____
Notary Public

My Commission Expires: _____

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 ____ day of _____, 2014.

_____
Notary Public

My Commission Expires:_____

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.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

SUBRECIPIENT FUNDING CONTRACT BETWEEN THE CITY OF TUSCALOOSA AND THE SALVATION ARMY (A14-0765)

THIS AGREEMENT made and entered into on this the ____ day of _____, 2014 (the "Effective Date"), by and between the CITY OF TUSCALOOSA, a Municipal Corporation, hereinafter sometimes referred to as the "City," and THE SALVATION ARMY, A GEORGIA CORPORATION FOR TSA TUSCALOOSA, AL, hereinafter 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, September 2, 2014 the City Council of Tuscaloosa appropriated the amount of $500,000.00 in Community Development Block Grant Disaster Recovery (CDBG-DR) funds to the The Salvation Army for construction of a building to house food services, emergency shelter space (of a capacity of 73 beds), and administrative offices; and,

WHEREAS, the City desires to have the SUBRECIPIENT perform certain services providing emergency food service and emergency shelter to homeless persons and construction of this building will aid in the performance of these services, and 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 U.S. Department of Housing and Urban Development, the SUBRECIPIENT will incur construction costs for a building where the SUBRECIPIENT will provide

emergency food services, emergency shelter (73 beds including a men's dorm – 46 beds, women's Dorm – 10 beds, Veteran's Quarters – 8 beds, and Family Apartments – 9 beds), as well as office space that allow for the administration of these programs.

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 a building to house food services, emergency shelter space (of a capacity of 73 beds), and administrative offices. The construction of this building will be in accordance with HUD guidelines, and shall be completed by the SUBRECIPIENT.

SCHEDULE FOR COMPLETION OF PROJECT

Activity	Time for Completion
Complete construction of building	October 31, 2015

Building to include a food service area, administrative office space, and 73 beds including a men's dorm – 46 beds, women's Dorm – 10 beds, Veteran's Quarters – 8 beds, and Family Apartments – 9 beds.

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	$500,000.00

So as to avoid any duplication of benefits, SUBRECIPIENT shall request reimbursement under this agreement only once all other funding sources (insurance proceeds, private donations, inter-organization funding, and any other funding source) have been exhausted and will show documentation of such.

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).

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."

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.

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.

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 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.

THE SALVATION ARMY, A GEORGIA CORPORATION

BY: _____
NAME: _____
ITS: _____

ATTEST:

_____

CITY OF TUSCALOOSA, A Municipal Corporation

BY: _____
Mayor Walter Maddox

ATTEST:

_____
City Clerk

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____ of THE SALVATION ARMY 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 _____ day of _____, 2014.

_____
Notary Public

My Commission Expires: _____

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 ____ day of _____, 2014.

_____
Notary Public

My Commission Expires:_____

ATTACHMENT "A"

SPECIAL CONDITIONS FOR AN AGREEMENT BETWEEN THE CITY OF TUSCALOOSA AND THE SALVATION ARMY

I. DEFINITIONS

"Contract" means a contract agreement between the City of Tuscaloosa and **THE SALVATION ARMY** for the construction of a building to house emergency food services, emergency shelter space (of a capacity of 73 beds), and administrative offices.

"Agency" means **THE SALVATION ARMY**, a Non-Profit Organization.

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

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

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

"Project" means the payment of housing construction costs for building to house food services, emergency shelter space (of a capacity of 73 beds), and administrative offices.

"Project Area" means 2902 Greensboro Avenue, Tuscaloosa, AL 35401 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.

CITY OF TUSCALOOSA, ALABAMA

PUBLIC WORKS CONTRACT DOCUMENTS

WALTER MADDOX, MAYOR

CITY COUNCIL OF TUSCALOOSA

Council Members:

Phyllis Odom
Harrison Taylor
Cynthia Almond
Matthew Calderone
Kip Tyner
Edwin Pugh
Sonya McKinstry

Glenda Webb, City Attorney

PROJECT: _____

PROJECT NUMBER: _____

FOR: _____
(CITY DEPARTMENT)

(2015)

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STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION ONE
ADVERTISEMENT AND NOTICE FOR BIDS
(2015)

Sealed bids will be received by the City of Tuscaloosa, Alabama, a Municipal Corporation, in the Council Chamber in the City Hall, 2201 University Boulevard, on the _____ day of _____, 20___, until _____, ____.m., o'clock, local time, and then publicly opened and read for the furnishing of all labor and material (where required) and equipment for performing a public works project according to the plans, details, specifications and Contract Documents.

Award of the contract will be made within forty-five (45) calendar days from the date of the bid opening.

1. The Project:

A. The Project shall be known as _____ and the general character of said public works project shall consist of the following:

_____

_____

B. The approximate quantities of said Project are as follows:_____

_____

C. Special instructions are as follows:_____

_____

D. The City will furnish the following:_____

_____

E. Time of Construction: From the date stated in the Notice to Proceed, the Project time of construction is _____ consecutive calendar days.

2. Plans and Specifications:

Plans and specifications and all related Contract Documents are open for public inspection at the office of _____, located at Tuscaloosa, Alabama, and plans, specifications and other elements of the contract documents may be obtained from the office of the Engineer/Architect _____, designated as the office of the awarding authority for this purpose, located at _____, Tuscaloosa, Alabama. The contact person for the project is _____. They can be reached at _____ _____.

A. Plans, specifications and Contract Documents may be obtained at the above location upon the deposit of $_____, which amount does not exceed twice the cost of

printing, reproduction, handling and distribution of each set of such documents. Deposits by prime Contractor bidders are refundable in full upon return of all documents in reusable condition within ten (10) days of bid opening. Additional sets of bid documents for prime Contractor bidders, subcontractors, vendors or dealers may be obtained upon payment of the same deposit. Such deposits will be refunded, less the cost of printing, reproduction, handling and distribution, if all the documents are returned in reusable condition within ten (10) days of bid opening.

B. All eligible refunds of deposits for plans and specifications will be made by the City within twenty (20) days of bid opening.

3. Qualification of Bidders:

A. All bidders must be responsible, meeting the criteria and requirements set forth in the Instructions to Bidders and bid proposal.
B. Prequalification of Bidders IS _____ ; IS NOT _____ required.
If prequalification of bidders is indicated to be required by the preceding sentence, then written prequalification information is available for review at the same office where plans, specifications and Contract Documents are available.
C. The attention of all bidders is called to the provisions of State law governing "general Contractors," as set forth in Ala. Code §34-8-1, et seq. (1975), and rules and regulations promulgated pursuant thereto.
D. If a construction manager is being utilized and this contract is one of a multiple of trade contracts, then the bidder shall be fully licensed for the trade, as determined by applicable law.
E. The City may not enter into a contract with a non-resident corporation or entity which is not qualified under State law to do business in the State of Alabama.
F. All bidders shall possess all other licenses and/or permits required by applicable law, rule or regulation for the performance of the work.
G. All bidders must submit with their proposal, Contractor's license number and a copy of the license. State law, Ala. Code §34-8-8(b), requires all bids to be rejected which do not contain the General Contractor's current license number.
H. The City reserves the right to reject all bids and/or reject and rebid the Project should it determine the same is in the best interest of the City.

4. Construction Manager:

_____ If the preceding blank is marked with an affirmative indication, it means that this contract involves the use of a construction manager and this contract is one of several multiple trade and/or multiple prime contracts for work on the Project. Bidders attention is called to the supplemental conditions attached to the General Conditions of the Contract Documents regarding this topic.

5. Bid Bonds: Each bidder must submit with its bid a cashier's check drawn on an Alabama bank or a fully executed bid bond on the form that is contained in the Contract Documents executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds, sureties and/or cashier checks will be made payable to the City for an amount not less than 5 percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than $10,000.00.

6. Sales and Use Tax Savings: Alabama Department of Revenue Rule 810-6-3.69.02(2010) exempts certain payment of state, county, and municipal sales and use taxes by the contractor or subcontractor on tangible personal property to be incorporated into the realty pursuant to a contract with a municipal corporation such as the City of Tuscaloosa. All tax exempt purchases shall be in accordance with the laws of this state and the Alabama Department of Revenue. It is the sole responsibility of the successful contractor to make the necessary inquiries and

determinations as to what materials or items of tangible personal property to be incorporated into the project qualify as tax exempt in the opinion of the Alabama Department of Revenue. Unless otherwise noted, the project will be bid and administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. Sales and use taxes shall not be included in the bid. The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate sales and use tax saving must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder.

7. Pre-Bid Conference: A Pre-Bid Conference IS _____ IS NOT _____ required for this Project. If a conference is required, see attachment for specific instructions.

NOTE: **All bidders are advised to carefully read the Instructions to Bidders contained in the Contract Documents, which provisions and requirements are adopted herein by reference.**

CITY OF TUSCALOOSA, ALABAMA,
A MUNICIPAL CORPORATION
Walter Maddox, Mayor

[END ADVERTISEMENT FOR BID—OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION TWO
INSTRUCTION TO BIDDERS
(2015)

***NOTE*: THIS DOCUMENT CONTAINS IMPORTANT BIDDING AND CONTRACTING INFORMATION. ALL POTENTIAL BIDDERS SHOULD READ IT THOROUGHLY**

1. Intention: The Advertisement for Bids, Instruction to Bidders, Contract Agreement, any modifications or supplemental conditions to the Contract Agreement, Bid Proposal, and the Plans and Specifications are interrelated and apply to the complete work 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:

"Awarding Authority" shall mean the City of Tuscaloosa, Alabama.

"Bidder" shall mean any person, firm or corporation, that is responsible, submitting a responsive bid for the Project contemplated by the contract documents, who meets the requirements set forth in the contract documents, maintains a permanent place of business, has adequate forces and equipment to perform the work on the Project properly and within the time limit that is established, has sufficient experience in the type work provided for in the contract documents and has adequate financial status and resources to meets its obligations contingent to the work.

"City" or "Owner" shall mean the City of Tuscaloosa, Alabama, as the awarding authority or its authorized and legal representatives.

"Construction Manager" shall mean that person or entity employed by the City to provide Construction Manager services on the work or Project, who shall be the City's representative on the Project.

"Contractor" shall mean initially the successful or probable low bidder and then the party of the first part to the construction agreement or the legally authorized representatives of such party, including a trade contractor.

"Engineer/Architect" shall mean an Engineer or Architect responsible for design and related services on the Project, and if no Construction Manager is employed, then the Engineer is the representative of the City of Tuscaloosa, Alabama, on the Project. References to the "Engineer" shall mean the Construction Manager, if the City has employed such services, to the extent such services are applicable to construction management activity as set forth in the agreement between the City and the Construction Manager, and the context herein indicates that it would relate to services traditionally and customarily performed by a Construction Manager; otherwise, "Engineer" shall refer to the Engineer or Architect.

"Force Account Work" work paid for by reimbursing for the actual cost for labor, materials and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit where appropriate.
"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.

"Inspector" shall mean a representative of the Engineer/Architect, Construction Manager or the City, as the case may be.

"Non-Resident Contractor" shall mean a contractor which is neither (a) organized and existing under the laws of the State of Alabama nor (b) maintains its principal place of business in the State of Alabama. A non-resident contractor which has maintained a permanent branch office within the State of Alabama for at least five (5) continuous years shall not thereafter be deemed to be a non-resident contractor so long as the contractor continues to maintain a branch office within Alabama.

"Project" shall mean the Public Work to which these Contract Documents relate, including the labor, materials and all work to be done by Contractor that is the subject of the bid, plans, specifications and contract documents.

"Public Property" Real property which the awarding authority owns or has contractual right to own or purchase, including easements, rights-of-way, or otherwise.

"Public Work(s)" shall mean a Project consisting of the construction, repair, renovation, or maintenance of public buildings, structures, sewers, water works, roads, bridges, docks, underpasses and viaducts, as well as any other improvement to be constructed, repaired or renovated or maintained on public property to be paid, in whole or in part, with public funds or with financing to be retired with public funds in the form of lease payments or otherwise.

"Responsible Bidder" shall mean a bidder who, among other qualities determined necessary for performance, is competent, experienced and financially able to perform the contract.

"Responsive Bidder" shall mean a bidder who submits a bid that complies with the terms and conditions of the invitation for bids, including plans, drawings, specifications and other provisions of the contract documents.

"Retainage" shall mean that money belonging to the Contractor which has been retained by the awarding authority conditioned upon final completion and acceptance of all work in connection with the Project.

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

"Trade Contracts" "Trade contracts" or "multiple prime contracts" are multiple but separate contracts with the City on the same Project that represent significant construction activities performed concurrently with and closely coordinated with construction activities performed on the Project under other trade contracts.

"Unbalanced Bid" Unbalanced bids may be considered non-responsive and may be subject to rejection. An unbalanced bid includes but is not limited to one which results in a substantial advance payment to the contractor.

3. Work to be Performed: The City contemplates the construction of a public works project as generally described in the Advertisement for Bid and as more particularly described, shown and depicted on the plans, specifications, drawings and in the contract documents.

4. Bidding, Generally:

A. All bids must be made upon the bid proposal forms contained in the contract documents, shall state the amount bid for each item as shown therein and all blanks shall be properly filled in and bid proposal executed as required.

B. Any bidder may withdraw his or its bid, either personally or by telegraphic or written request (not by facsimile), at any time prior to the scheduled opening time for receipt of bids. Except as provided in

Ala. Code §39-2-11(b)(c)(d), no bid may be withdrawn after opening of bids prior to the time of returning bid bonds as provided for herein.

C. Any unauthorized conditions, limitations or provisos attached to the bid proposal, except as otherwise provided herein, will render a bid proposal informal and may cause its rejection. Unbalanced bids may be subject to rejection. Bids without the General Contractor's license number and a copy of the license will be rejected.

D. All bids will be opened in public at the time and date specified in the Notice of Advertisement for bids, unless otherwise altered by addendum. All bidders are invited to be present at the opening of bids. No bids will be received after the time established for the opening of bids.

E. All bids are to be enclosed in a sealed envelope addressed to the City of Tuscaloosa, P. O. Box 2089, Tuscaloosa, Alabama and/or hand delivered to the City Clerk, 2201 University Boulevard, City Hall, Tuscaloosa, Alabama. All bids are to be marked to indicate clearly the Project to which it applies and include the following language: "Bid Enclosed" and "Attention City Clerk."

NOTE: Bidders current General Contractor's license number must be displayed on the bid and the sealed envelope.

5. Responsible, responsive bidders: The City reserves the right to reject any bid that is submitted by a bidder that is determined by the City to not be a responsible bidder or whose bid proposal is not responsive.

In determining whether a bidder or bid is responsible and/or responsive, the City reserves the right to also request and consider the following factors:

A. Types or kinds of materials or items best suited to the City's needs for the Project.
B. A current financial statement of the bidder and/ or bonding capability or limits.
C. An accurate inventory of equipment to be used on the Project for a list of key personnel to be used on the Project and detailed histories of their experience.
D. A list of similar work performed by any person, firm, or corporation with the same name as the name or any of the names in the bidder's proposal within the last five (5) years.
E. A list of five (5) references familiar with the bidder's competence, experience, capabilities, skill and integrity.
F. A statement of bidder pertaining to bankruptcies, judgments, liens or litigation within the last five (5) years. Such statement shall also apply to each company, officer and the key personnel on the Project.
G. The General Contractor's State license number and class.
H. Bidder's performance and prosecution of past projects for the City.
I. An unbalanced bid.
J. Other information supplied in the bid proposal.

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

6. Bid Bonds: Each bidder must submit with its bid, a cashiers check drawn on an Alabama bank, made payable to the City of Tuscaloosa or a fully executed bid bond on the form that is contained in the contract documents, executed by a surety company duly authorized and qualified to make bond in the State of Alabama. All bonds and/or cashiers check will be made payable to the City of Tuscaloosa for an amount not less than five (5) percent of the City's or its engineers or architects estimated cost of the Project or of the total bid in the proposal, but in no event more than $10,000.00. The purpose of said bid bond is to insure that the successful bidder will enter into

a written contract with the City for the Project on the form included in the contract documents and furnish a performance bond and payment bond executed by a surety company duly authorized and qualified to make such bond in the State of Alabama, in the amount required and provide evidence of insurance as required by the bid documents within time specified or if no time is specified, within thirty (30) days after the forms have been presented to the successful bidder for signature. Provided; however, if extenuating circumstances prevail, the City may grant an extension of time not exceeding five (5) days for the return of the contract bonds and evidence of insurance.

The price or cost of all items bid shall remain in effect for a period of fifty (50) days after Notice of Award.

7. **Return of Bid Bonds:** All bid bonds, except those of the three lowest bona fide bidders, will be returned immediately after bids have been checked, tabulated and the relation of the bids established. The bid bonds of the three lowest bidders may be retained and if so will be returned as soon as the contract bonds and the contract documents of the successful bidder have been approved and properly executed.

In the event it is necessary to defer a contract award for longer than fifteen (15) days, after opening of bids, then all bid bonds, except that of the potential successful bidders will be returned.

Award of the contract will be made within the time specified after the opening of bids. In the event no award is made within such time, all bids may be rejected and all bonds returned.

Provided; however, the potentially successful bidder may enter into a written agreement with the City for an extension of time for consideration of its bid, in which case, the bidder's bond shall remain in full force and effect or the City may permit said bidder to substitute a satisfactory surety for the cashier's check if submitted as a guaranty to the bid bond.

8. **Forfeiture of Bid Bonds:** Should the successful bidder or bidders to whom a contract is awarded fail to execute a contract(s) and furnish acceptable contract securities and evidence of insurance, as required, within thirty (30) days after the prescribed forms have been presented to him/her, the City may retain from the proposal guaranty, if it is a cashier's check or recovered from the principal or the sureties, if the guaranty is a bid bond, the difference between the amount of the contract as awarded, and the amount of the proposals of the new lowest bidder. If no other bids are received, the full amount of the proposal guaranty may be so retained and recovered as liquidated damages for such default. Any sum so retained or recovered shall be the property of the awarding authority.

9. **Consideration of Bid Proposals:**

A. Generally: The contract will be awarded to the lowest responsible and responsive bidder, unless the City determines that all the bids are unreasonable or that it is not in the best interest of the City to accept any of the bids. Award of the contract will be made on the basis of the lowest actual bid amount for the contract, which is defined as the total of the bid and/or extended total amounts for unit price items, plus requested and accepted additive or deductive alternates, pursuant to the provisions hereof. The City reserves the right to reject all bids and/or reject and rebid the Project should it determine the same is in the best interest of the City.
B. Minor irregularities as determined by the City or its representatives, will not cause a bid to be non-responsive and may be waived by the City.
C. Bidder must posses all licenses and permits required by applicable law, rule or regulation for the performance of the work prior to bidding.
D. Where the City elects to prequalify contractors prior to bidding, it shall be understood that such prequalification may be general in nature and shall not limit the City's right to revoke such prequalification pursuant to Ala. Code §39-2-4(d) (1975).

E. Joint ventures shall not generally be considered acceptable bids without special waiver from the City, which must be requested in writing at least thirty (30) days prior to bid opening.

F. Additive and/or Deductive Alternates: If the City has elected to request bids for additive and/or deductive alternates, then the following procedure shall be the basis for calculating such bids:

1) Deductive Alternates: Any deductive alternate from the base bid shall constitute cumulative deductions from the base bid; and in determining the lowest bidder, if the City elects to consider any deductive alternates, the City will proceed to consider the bids upon the basis of the base bids of all qualified bidders minus the respective deduction stated for the first alternate. If the City determines that it wishes to proceed to consider additional deductive alternates, it may do so sequentially and in like manner throughout the deductive alternates the City elects, so that the base bids of all qualified bidders shall be calculated minus the respective number of deductive alternates in sequence the City has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder less the selected sequential deductive alternates.

2) Additive Alternates: To determine additive alternates, any additive alternate shall constitute cumulative additions to the base bid; and in determining the lowest bidder if the City elects to consider any additive alternates, the City will proceed to consider the bids upon the basis of the base bid of all bidders plus the respective addition stated for the first alternate. If the City determines that it wishes to proceed to consider additional additive alternates it may do so sequentially, and in like manner, throughout the additive alternates, the City elects, so that the base bids of all qualified bidders shall be calculated plus the respective number of additive alternates in sequence the City has elected to consider. The lowest responsible responsive bid will be the lowest actual base bid of a qualified bidder plus the selected sequential additive alternates. Once the City has determined the lowest responsible responsive bidder as set forth herein, then it may award the contract on the basis of accepting and/or rejecting any additive and/or deductive alternates of that bid as it determines is in the best interest of the City.

G. No Bids or Only One Bid: In the event no bid proposals or only one bid proposal is received in response to the City's Advertisement for Bids at the time stated for the opening of bids, the City may elect at its discretion, any of the following options:

1) Advertise for and seek other competitive bids.
2) Direct that the work shall be done by force account under its direction and control.
3) Negotiate for the work through the receipt of informal bids. Provided; however, where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.

H. An unbalanced bid.

10. Materials and Work: All materials, which the engineering plans specify or are required, will be installed as they are shown on the drawings, plans and/or specs.

A. Brand names, catalog numbers, weights, etc., are used to indicate levels of quality only and are not intended to restrict the bidding. If bidding on an item of another brand or manufacturer than that specified, bidder's proposal should be accompanied by brochures or other pertinent literature giving detailed specifications of the item(s) on which the proposal is being made. Bids or proposals received without sufficient literature to determine equal quality may not be considered. Final determination as to equal quality will be made by the City.

B. Quantities: The quantities shown in the proposal shall be considered by the contractor as the quantities required to complete the work for the purpose of bidding. Should the actual quantities required in the construction of the work be greater or less than the quantities shown, an amount equal

to the difference of quantities at the unit prices bid for the items will be added to or deducted from the contract total.

C. Adjustment Items: During the course of work, the prices bid for adjustment items may be used by the City to increase or decrease the total cost for the work if the quantity of work exceeds or is less than the amount shown on plans.

D. The attention of all bidders is called to the fact that all or a portion of this Project may be federally funded and if so, the special conditions of a federally funded contract including federal labor standard provisions, the minimum wage rates included in the contract documents, plans and specifications must be followed.

E. Construction Crews: The Contractor will be required to furnish at least one separate construction crew during the work as set forth in the contract. Unless waived by the City, the Contractor shall perform on the sites and with his own organization and equipment, at least fifty percent of the total amount of the work to be performed under this Contract. The Contractor may only subcontract a maximum of fifty (50%) percent of the work without City consent. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the City representative determines that it would be to the City's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the Contractor from the City.

NOTE: Bidders are advised to carefully review all other elements of the contract documents for more details concerning requirements for performing work on the Project.

F. In the event the City elects to utilize a Purchasing Agent Appointment agreement in conjunction with this contract, the Contractor will be required to execute such an agreement and perform in accordance therewith.

11. Execution of Contract, Notice to Proceed: Award of the contract will be made within the time specified after the opening of bids.

The bidder to whom award is made shall enter into a written contract for the Project with the City on the forms provided in the contract documents, furnish the required performance and labor and material bonds with proper surety and furnish the evidence of insurance as required, all within thirty (30) days of presentation of the prescribed forms to the bidder. If extenuating circumstances prevail, the City may grant an extension of time not exceeding five (5) days for the return of the contract, required bonds and evidence of insurance.

Within twenty (20) days after presentation by the bidder to the City, the City shall review the bonds, surety and evidence of insurance to ascertain whether they meet the requirements of the contract documents, and if such requirements have been met the City shall complete the execution of the contract.

A notice to proceed order will be issued by the City or its representatives within fifteen (15) days after final execution of the contract by the City. The Contractor shall begin work on the date specified in the Notice to Proceed.

12. Labor, Material and Performance Bonds: Within thirty (30) days after the prescribed forms have been presented, the successful bidder shall execute a performance bond with good and sufficient surety from a company duly authorized and qualified to make such bond in the State of Alabama, a performance bond made payable to the City of Tuscaloosa, with a penalty equal to 100 percent of the amount of the contract price and in addition thereto, another bond with good and sufficient surety by a surety company duly authorized and qualified to make such bond in the State of Alabama, payable to the City of Tuscaloosa, in an amount equal to 100 percent of the contract price with an obligation that such contractor shall promptly make payments to all persons supplying it or them with labor, materials or supplies for or in prosecution of the Project provided for in such contract and for the payment of reasonable attorneys fees incurred by any successful claimants or plaintiffs in civil actions on said bond, pursuant to the provisions of Ala. Code §39-1-1 (1975).

13. Surety and Insurer Qualifications: All certificates of insurance and bonds (furnished in connection with the work to be performed under this contract) shall be countersigned by a licensed agent residing and engaged in doing business in the State of Alabama. The surety and insurer shall be licensed and authorized to do business in the State of Alabama. The surety companies on bonds shall be rated A- or better by A. M. BEST and listed on the United States Treasury Department 570 list.

14. Power-of-Attorney: The attorney-in-fact (resident agent) who executes the performance bond and/or payment bond on behalf of the surety must attach a notarized copy of his or her power-of-attorney as evidence of his authority to bind the surety of the date of execution of the bonds. Certification by a resident agent authorized to do business in Alabama is required.

15. Insurance: The successful contractor shall file with the City, at the time of delivery of the signed contract, satisfactory evidence of insurance, the requirements as set forth in the contract agreement. Satisfactory evidence of insurance shall include at a minimum, the insurers standard "Certificate of Insurance" (modified pursuant to insurance requirements of the contract agreement) and the agents verification of insurance as required by Section 26. If the City deems that additional evidence or clarification, etc., of insurance is appropriate, the bidder shall promptly furnish the same to the City upon request.

16. Examination of Contract Documents and of the Site of the Project: Before submitting a bid proposal for the Project, each bidder shall carefully examine the Contract Documents, including but not limited to plans, drawings, specifications, contract, etc., visit the site, and satisfy itself as to the nature and location of the Project, and the general and local conditions, including weather, the general character of the site or building, the character and extent of existing work within or adjacent to the site, any other work being performed or proposed thereon at the time of submission of their bids. It shall obtain full knowledge as to transportation, disposal, handling, and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of the Project for which they submit their proposals. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and visit and has judged for and satisfied himself as to conditions to be encountered regarding the character, difficulties, quality, and quantities of work to be performed and the material and equipment to be furnished, and as to the contract requirements and contingencies involved. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction, all information concerning site and surface conditions.

17. Subsurface Reports: Prior to Bid opening, the City will make available to prospective Bidders, upon request, any information that it may have as to subsurface conditions and surface topography at the work site. Investigations of subsurface conditions were made for the purpose of study and design, and neither the City nor its consultants that performed such testing assume any responsibility whatsoever in respect to the sufficiency or accuracy of borings, or of the logs of test borings, or of other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guarantee, either expressed or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Logs of test borings, geotechnical reports, or topographic maps showing a record of the data obtained by the investigations of surface and subsurface conditions that are made available shall not be considered a part of the Contract Documents, and are available only for the convenience of the Bidders. Such logs and reports represent only the opinion of the Engineer/Architect or Consultant as to the character of the materials encountered by him in his investigations of the test borings.

Information derived from inspection of logs of test borings, or pits, geotechnical reports, topographic maps, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk,

or from properly examining the site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

The City shall not be responsible for any interpretations or conclusions drawn from any subsurface exploration reports or borings. Each bidder is to base his bid upon his determination of the subsurface conditions and of the types and quantities or material to be encountered or needed. Additional tests or other exploratory operations may be made at no cost to the City.

18. Interpretation of Plans and Specifications: If any bidder contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of plans, specifications, or other proposed contract documents, he may submit to the Engineer/Architect or Construction Manager, as the case may be, a written request for an interpretation thereof at least ten (10) days prior to bid opening. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by written 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, Construction Manager or Engineer/Architect will not be responsible for any other explanations or interpretations of the proposed documents.

19. General Contractor's Permit or License: The attention of all bidders is called to the provisions of the State law governing general contractors as set forth in Ala. Code §34-8-1 et seq. (1975), particularly in regard to the need for and evidence of a State general contractor's license. The provisions of said statute are adopted herein by reference and form a part of the Contract with the selected bidder should this Project be awarded.

Bidders are reminded that they will be governed by said statutes insofar as they are applicable. To summarize the above quoted statutes, Ala. Code §34-8-1, et seq. (1975) provides that no one is entitled to bid and no contract may be awarded to anyone who does not possess a valid general contractor's permit or license, including specialty classifications for the work, as provided by the foregoing sections of the State Code, and rules and regulations promulgated pursuant thereto and that said bid may not be considered without evidence being produced that he is so qualified. Trade contractors must be duly licensed in accordance with applicable law. The City may not enter into a contract with a nonresident corporation that is not qualified under the State law to do business in Alabama.

Bidder MUST include with proposal contractor's current license number and a copy of the license. State law, Ala. Code §34-8-8(b) (1975) requires all bids to be rejected which do not contain general contractor's license number.

20. U. S. Products Preference: The successful bidder (contractor) shall comply with Ala. Code §39-3-1 (1975), shall agree to utilize in the execution of the Project, materials, supplies and products manufactured, mined, processed or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and not contrary to any sole source specifications. It is further stipulated that a breach of the foregoing provision of this agreement by the contractor in failing to utilize domestic products shall result in a downward adjustment in the contract price equal to any realized savings or benefit to the Contractor.

21. Use of Domestic Steel: The attention of all bidders and that of the successful bidder (contractor) is drawn to Ala. Code §39-3-4 (1975), requiring the use of steel produced within the United States for municipal construction projects when specifications in the construction contract require the use of steel and do not limit its supply to a sole source. This provision is subject to waiver if the procurement of domestic steel products becomes impractical as a result of national emergency, national strike or other causes. Violations of the use of domestic steel requirements shall result in a downward adjustment in the contract price to equal any savings or benefit to the Contractor.

22. In State Bidder Preference: Pursuant to Ala. Code §39-3-5 (1975), in the letting of public contracts in which municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidders' state awards contracts to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Ala. Code §39-2-12 (1975), be they corporate, individuals or partnerships, are to be granted preference over non residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of the domicile of the nonresident.

Nonresident bidders must accompany any written bid documents with a written opinion of an attorney-at-law licensed to practice law in such nonresident bidder's state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of a public contract.

23. Applicable Laws: Each Bidder shall inform himself of, and the Bidder awarded a contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, the use of domestic products, U.S. steel and resident labor, non-discrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees and similar subjects. Certain statutory requirements are summarized immediately hereinafter. The attention of all bidders is called to the fact that the work will be subject to compliance with all applicable City building and technical codes and will be subject, in addition to all other inspections, to inspection by a representative of the City of Tuscaloosa Building Inspections Department.

24. SRF/DWSRF Special Requirements. If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a loan or loans from the Alabama Department of Environmental Management (ADEM) through either a State Revolving Fund for Wastewater or Water (SRF or DWSRF, respectively), additional requirements for the Contractor exist (Requirements). These Requirements relate to Project objectives for utilization of Minority Business Enterprises/Women Business Enterprises (MBE/WBE). The Contractor must document efforts made to utilize MBE/WBE firms and submit to ADEM, with a copy to the City within ten (10) days after contract execution, evidence of the positive steps in accordance with the requirements to utilize small minority and women businesses in the procurement of subcontracts.

Other Requirements relate to Federal Labor Standards, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Affirmative Action Equal Opportunity Clause, Goals and Timetables, compliance with Occupational Safety and Health Act of 1970 and Section 107 of Contract Work Hours and Safety Standards Act (PL91-54) which are adopted herein by reference to the extent applicable.

For DWSRF and SRF funded projects, special requirements are also set forth in Supplemental General Conditions. If not attached to the contract documents, Contractors should contact the City representative and/or the City's consulting engineer for a copy of all special requirements and conditions.

25. Special Conditions for Federally Funded Contracts. If all or any portion of the Project to which this contract applies is funded in whole or in part by the proceeds of a grant from an agency of the United States Government, additional requirements for the Contractor exist. A summary of these requirements entitled, "Special Conditions for Federally funded Contracts," is attached hereto and made a part hereof. Bidder should contact the Engineer or City Representative to confirm the applicability of these requirements to the Project.

26. Agent's Verification of Insurance. This form or a letter equivalent from the Insurance Agent should be submitted with each Contractor's Bid, or in the alternative, Contractor may provide a copy of the insurance policy or policies reflecting the coverages required herein.

27. 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.

28. 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.

29. Compliance with the City of Tuscaloosa Minority Enterprise / Disadvantage Business Enterprise (MBE/DBE/WBE) Policy for Public Works Projects Over $50,000. 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 Policy as adopted is entitled THE CITY OF TUSCALOOSA MINORITY ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE (MBE/DBE/WBE) POLICY FOR PUBLIC WORKS PROJECTS OVER $50,000, and is attached hereto as "Exhibit A" (the "Policy"). Contractors are encouraged read the Policy in its entirety, and must follow the instructions contained therein. **The Policy requires submission of various forms at specified times, and failure to do so may result in rejection of bid due to non-responsiveness.** Contractors shall work in coordination with the City of Tuscaloosa's Recovery Department.

Recovery Department contact information is as follows:
Robin Edgeworth, Director of Recovery Operations
Telephone: (205) 248-5725
redgeworth@tuscaloosa.com.

Questions about Policy requirements should be directed to the City of Tuscaloosa Office of the City Attorney at 205-248-5140.

[END INSTRUCTION TO BIDDERS—OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS
SECTION THREE

PROPOSAL (BID)

(2015)

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

To: _____

Address: _____

_____

Project Title: _____

Project No.: _____

Trade: The trade portion of the work for which this Proposal is submitted is:

_____(if applicable)

Trade Package 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.

Licensed, Class _____, Alabama General Contractor No.:_____ (Attach Copy)

Alabama General Contractor Specialty _____

Alabama General Contractor License Major Categories:

(1)_____ (2) _____

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: The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following lump sum of: _____ Dollars and _____ cents ($_____). *(Amount written in words has precedence)*

ALTERNATES: Attach additional sheets for additive or deductive alternates, if in contract documents.

UNIT PRICES: Where the Project is bid in unit prices then Bidder agrees to perform the work in the stated quantities of the materials at the unit prices so bid, the cumulative total of which constitutes the base bid set forth below, and to accept as final payment for the work performed under this Project as herein specified the extension of each such unit price for the quantities actually installed in accordance with the following or attached unit price schedule.

An unbalanced bid, as herein defined, may be considered non-responsive. A bid resulting in a substantial advance payment on an item that is for a single lump sum payment may be considered non responsive.

Prices for mobilization and demobilization combined shall not exceed 5% of the total base bid unless a reasonable explanation is provided in writing with the bid and accepted by the Owner. Lump sum payments and unit price bids for a single or lump sum payment may be spread over the course of the period of work until the line item is complete at owner's option.

The Bidder's unit price for materials listed is as including the payment of taxes (See Page 3) where applicable: (Attach additional sheets if required)

	Material	Quantity	Unit Price	TOTAL
1.				
2.				
3.				

TOTAL BASE BID $_____

SALES AND USE TAX SAVINGS ACCOUNTING:

Pursuant to State of Alabama Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES AND USE TAX

BASE BID: $_____

Additive Alternate (if applicable): $_____

Failure to provide an accounting of sales tax may render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

AS BUILT DRAWINGS: The Bidder's Proposal contains $_____ for "as built drawings."

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 City, 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 subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors prebid investigations.

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

The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities 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.

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME: The Bidder further agrees to begin work on the date stated in the Notice to Proceed and to fully complete the work, in all respects, within the time specified in the contract documents for completion.

EXPERIENCE OF BIDDER: Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. _____
Name of Client Telephone Number

_____
Street City

_____
Facility Size Date

_____
Name of Engineer/Architect /Engineering Firm Telephone Number

2. _____
Name of Client Telephone Number

_____
Street City

_____
Facility Size Date

_____
Name of Engineer/Architect /Engineering Firm Telephone Number

3. _____

Name of Client | Telephone Number

_____

Street | City

_____

Facility | Size | Date

_____

Name of Engineer/Architect/Engineering Firm | Telephone Number

---

PERFORMANCE OF WORK BY CONTRACTOR: The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

SUBCONTRACTORS: Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work _____

_____

Name

_____, _____, _____

Street | City | State | Zip

Description of Work _____

_____

Name

_____, _____, _____

Street | City | State | Zip

Description of Work _____

_____

Name

_____, _____, _____

Street | City | State | Zip

Description of Work _____

_____
Name

_____, _____, _____
Street City State Zip

SURETY: If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

_____ whose address is

_____, _____, _____
Street City State Zip

Single Job Bond Limit _____ Aggregate Job Bond Limit _____

If Sole Proprietor or Partnership:

IN WITNESS hereto the undersigned has set his (its) hand this _____ day of _____ _____, 20____.

_____
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 _____ _____, 20_____.

_____
Name of Corporation

By_____

(seal)

_____
Title

Attest _____
Secretary

* * * * * * * * *

The Bidder declares that he understands and agrees that the quantities shown in the Advertisement for Bids and in the Proposal are approximate only and are subject to either increase or decrease; and that should quantities be decreased, he also understands and agrees that payment will be made on actual quantities installed at the unit bid prices, and will make no claim for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the work.

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 _____, 20_____.

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.

[END OF BID PROPOSAL—OFFICE OF THE CITY ATTORNEY]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FOUR
BID BOND TO THE CITY OF TUSCALOOSA, ALABAMA
(2015)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ _____ as Principal; and _____ _____as Surety, (**NOTE:** If cashier's check drawn on an Alabama Bank utilized in lieu of corporate surety, attach check as required by bid documents) are hereby held and firmly bound unto the City of Tuscaloosa, Alabama, a Municipal Corporation, as obligee, hereinafter called the City, in the sum of _____ Dollars ($ _____) for the payment of which sum, well and truly to be made, the said Principal and Surety hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the City a certain Bid (Proposal), attached hereto and made a part hereof, to enter into a contract in writing with the City, for the following Project or portion thereof:

Project: _____

Location: _____

Architect or Engineer:_____

Project Number: _____

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be awarded and the Principal shall execute and deliver a contract in the Form of Agreement as included in the Contract Documents for the Project, and shall execute and deliver Performance Bond and Payment Bond in the Forms as attached to the Contract Documents executed by a surety company authorized and qualified to make such bonds in the State of Alabama and in the amounts as required by the Instructions to Bidders and submit the insurance certifications as required by the bid document and fulfill all other qualifications and requirements of the Contract Documents and bid specifications (all properly completed in accordance with said Bid), and shall in all other respects perform the agreement created by the acceptance of said Bid within thirty (30) days after the prescribed forms have been presented to Bidder for execution;

Then, this obligation shall be void, otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by any extension of the time within which the City may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bonded parties have executed this instrument under their several seals, this the _____day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS:

_____

PRINCIPAL:

_____(SEAL)

By: _____

Title: _____

Address: _____

_____

SURETY:

_____(SEAL)

_____
(Business Address)

_____

ATTEST:

_____

By:_____

Title:_____
Attorney in Fact

NOTE: Surety must be qualified and duly authorized to make bonds in the state. All Bonds and Sureties are subject to review and approval by the City Attorney. Valid current Power of Attorney for Corporate Surety must be attached.

NOTE: Bidder may submit a cashier's check drawn on an Alabama bank to the order of the City of Tuscaloosa equal to 5% of the amount bid, in lieu of a Corporate Surety, under the same terms.

[END DOCUMENT—OFFICE OF THE CITY ATTORNEY]

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION FIVE
CONTRACT AGREEMENT
(2015)

THIS AGREEMENT made and entered into this ____day of _____, 20_____, by and between _____, hereinafter sometimes called the CONTRACTOR, as party of the first part, and the CITY OF TUSCALOOSA, Alabama, a Municipal Corporation, hereinafter sometimes called the CITY or OWNER, as party of the second part,

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

In consideration of the amounts herein named and of the mutual agreements and provisions herein contained, the Contractor and the City agree in regard to a public works project (hereinafter either the "work" or the "Project") as described in the Advertisement for Bids.

The Contractor will perform the work and/or construct the Project as well as furnish at his own cost and expense all labor, tools, equipment and transportation as are herein and in the Contract documents required to be furnished by the Contractor, and shall perform all the work in a manner and form required to construct the Project described in and shown on the contract documents as the same are hereinafter more specifically described and as provided by the plans, specifications and documents which are attached hereto and made a part hereof, as if fully set out herein and addenda together with all plans and drawings on file in the office specified below.

ARTICLE I. GENERALLY

A. **Contract Documents:** As used throughout the documents constituting the contract, the term "Contract Documents" shall mean and include the following: Advertisement for Bids, Addenda (if issued), the Instructions to Bidders, the Bid Proposal, the General Specifications, the Detail Specifications, Supplemental and Special Conditions (if attached), together with this Contract Agreement and any modifications, including change orders, if made, and the drawings, plans and profiles that are now on file in the office referred to in the advertisement, the Performance Bond and the Labor and Material Bond, executed by the Contractor in connection with this Contract and insurance requirements and certificates.

All such documents hereinabove enumerated are adopted herein by reference and constitute the Contract between the parties to the same extent as if each were set out in full in this agreement.

B. **Independent Contractor:** The Contractor enters into this Contract with the City as an independent contractor and, as such, agrees that neither the City nor its officers, agents, employees or inspectors shall be responsible for the acts or omissions of the Contractor, or any subcontractor, or any of the Contractor's or subcontractor's agents or employees, or any other persons performing any of the work pursuant to this Contract. The Contractor shall be solely responsible for controlling construction manner, means and techniques consistent with the contract documents, plans and specifications.

C. **Order of Precedence:** Should there be a direct conflict between the various elements of the contract documents to the extent that the same cannot be reconciled to be read *in para materia,* then precedence shall be given the same in the following order:

1. Subsequent modifications (change orders or amendments) to contract agreement after execution
2. Addenda (if issued)
3. Supplemental general conditions and special conditions (if included)
4. The Contract Agreement
5. General and technical specifications
6. Large Scale Drawings (if included)
7. Enlarged Plans (if included)
8. Plans (if included)
9. Instructions to bidders
10. Advertisement for bids
11. Proposal (Bid)
12. Purchasing Agent Appointment Agreement (if utilized)

Where more than one document relates to the same matter if both can be given reasonable effect both are to be retained. Written specifications will take precedence over drawings.

D. **Integration; Contract Terms and Construction:**

1. Integration: This Agreement, together with all documents which constitute the "Contract 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 which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
2. Amendment in Writing: This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement or change order, in writing, properly executed by all of the parties.
3. Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatees, distributees, successors, and assigns.
4. 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.
5. 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.
6. Mandatory and Permissive: "Shall," "will," and "agrees" are mandatory; "may" is permissive.
7. 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.
8. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned either by the City or the design professional. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City or Engineer/Architect. Such user shall hold the City and Engineer/Architect harmless from any and all damages, including reasonable

attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

E. **Rules of Construction:** For the purposes of this contract, except as otherwise expressly provided or unless the context otherwise requires:

1. Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.
2. All references herein to designated "articles," "sections," and other subdivisions or to lettered exhibits are to the designated articles, sections and subdivisions hereof and the exhibits annexed hereto unless expressly otherwise designated in context. All article, section, other subdivision and exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect this agreement.
3. The terms "include," "including," and similar terms shall be construed as if followed by the phase, "without being limited to".
4. The terms "herein," "hereof," and "hereunder," and other words of similar import refer to this agreement as a whole and not to any particular article, section, other subdivision or exhibit.
5. All recitals set forth in, and all exhibits to, this agreement are hereby incorporated in this agreement by reference.
6. No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.
7. All references in this agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

F. **Construction Manager - Multiple Trade Contracts**: If indicated in the Advertisement for Bids, the City has elected to engage the services of a Construction Manager for the work on this Project. If so, the same will be indicated in the bid packages and special supplemental conditions will be attached in regard to trade contracts. Contractor, as one of the multiple trade contractors on the Project shall adhere to all terms and conditions of the contract documents, particularly the supplemental conditions regarding multiple trade or multiple prime contractors. Any provision of the general conditions in direct conflict with the supplemental conditions is superseded to the extent of the conflict. If using a Construction Manager format, then this shall be a multiple trade or multiple prime contract agreement subject to the supervision and direction of a Construction Manager, in accordance with the terms and provisions of the Construction Manager's agreement with the City, which agreement is adopted herein by reference.

G. **Coordination of Plans, Specifications, etc.:** The specifications, the plans, drawings and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be comprehensive to describe and provide a complete work. In case of discrepancy, figured dimensions shall govern.

H. **Corrections of Plans, etc.:** Should any portions of the plans, specifications or drawings be obscure or in dispute, they shall be referred to the Engineer/Architect and he shall decide as to the true meaning and intent. The Engineer/Architect shall also have the right to correct any errors or omissions at any time when such corrections are necessary for the proper fulfillment of said plans and specifications.

I. **Taxes and Charges:** Except to the extent the City and the Contractor are utilizing a "Purchasing Agent Appointment agreement," Contractor shall withhold and pay all sales and use taxes and all withholding taxes, whether local, state or federal and pay all Social Security taxes and also all State Unemployment Compensation taxes, and pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever,

which are now or may hereafter be required to be paid or withheld under any laws. Pursuant to Ala. Code §39-1-3 (1975), Contractor shall be reimbursed for any additional severance, sales or uses taxes incurred as a result of an increase in such taxes during performance of the contract.

J. **Shop Drawings and Submittals.** The Contractor shall submit shop drawings, samples and submittals depicting or representing the construction of portions of the Project in accordance with the plans and specifications to the Engineer/Architect and if there is no Engineer or Architect on the Project, to the City representative. The Contractor shall pay for or the cost may be withheld from payments to the Contractor for more than two (2) reviews of the shop drawings, samples or submittals or similar element of work by the Engineer, Architect or City representative.

K. **Alabama 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.

L. **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.

ARTICLE II. PAYMENTS, CLAIMS AND CHARGES, ETC.

A. **Contract Price:** The City will pay and the Contractor will accept in full consideration for the performance of the work/Project, subject to additions and deductions (including but not limited to liquidated damages) as provided in the contract documents and herein, the sum of _____ ($_____) and/or in unit prices as shown in Bidder's schedule for the base bid amount of $_____, being the amount of the Contractor's bid as awarded by the City.

B. **Estimated Quantities and Unit Prices:** If award was made in whole or in part based upon unit prices, the Contractor agrees that the prices given in the Proposal are unit prices. The estimated quantities as stated in the Advertisement for Bids and in the Proposal and as indicated on the plans or in other places are approximate only, are subject either to increase or decrease and are only for the purpose of comparing on uniform basis the bids offered for the Project under this contract. The Contractor further agrees that should the quantities of any of the items of the work be increased, he will do the additional work at the unit prices set out in the Proposal and should the quantities be decreased, payment will be made on actual quantities at the unit prices and he will make no claim for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the Project.

C. **Overtime Work by Contractor:** If the Contractor for his convenience and at his own expense should desire to carry on his work at night or outside regular hours, he shall submit written notice to the Engineer/Architect and he shall allow ample time for satisfactory arrangements to be made for inspecting the work in progress. At no time shall the notice be given less than 24 hours before such overtime work is started. The Contractor must obtain, through the Engineer/Architect, the City's approval for work at night, on Saturdays, Sundays or legal holidays. The Contractor shall light the different parts of the Project as required to comply with all applicable federal and state regulations and with all applicable requirements of the City.

Overtime hours shall be considered any hours worked by the Contractor on Saturday, Sunday and legal holidays, which in the Engineer/Architect's opinion requires the Engineer/Architect's resident observers' presence to observe such overtime work. Overtime hours requiring the presence of City inspectors shall be considered any hours worked by the Contractor in excess of eight (8) hours during any working day and/or in excess of forty (40) hours from Monday through Friday and/or any time on Saturday, Sunday or legal holiday. In general, it should be expected that the Engineer/Architect's resident observer(s) or City's inspectors will be present at all times that the Contractor is working.

If the Contractor elects to schedule and perform overtime work, the Contractor shall pay the City for the City's resident inspector's salary plus costs for each hour of overtime work. Overtime shall be rounded up to the nearest whole hour. This amount shall include the inspector's salary at overtime rate, labor additive, which includes insurance, social security, workmen's compensation, sick pay, paid holidays, vacation pay and his vehicle and equipment. Payment to the City shall be made by a deduction from the Contractor's monthly payment invoice for any overtime worked.

D. **Payments on Account/Payments Withheld/Retainage:** Upon presentation of a verified application for payment, which shall include a "Contractor's Affidavit of Payment of Debts and Claims," AIA Form G706 or equivalent, then usually by the fifteenth (15th) day of each calendar month or as soon thereafter as is practical, as the Project progresses, the City shall make partial payments to the Contractor of the billable work performed less payments already made and less deductions for any incomplete, unaccepted or defective work. In making partial payments to the Contractor, there shall be retained five (5%) percent of the estimated amount of work done and value of materials stored on the site or suitably stored and insured off-site. Provided; however, after fifty (50%) percent of the Project has been satisfactorily completed, no further retainage will be withheld.

Retainage shall be held until final completion and acceptance of all work covered by the Contract Documents unless escrow or deposit arrangements are agreed to by the City. When maintenance periods are included in the Contract Documents covering highways, bridges or similar structures, such period shall be considered a component part of the contract and retainage will be held until the expiration of such periods.

On completion and acceptance of each separate building, public work or other separately identifiable and complete division of the Project in regard to which a separate price has been stated in the Contract Documents or can be separately ascertained, payment may be made in full including retainage but less deductions. Provided; however, the City will not consider making such payment on any such item of work if it is an integral part of a complete project.

All materials and work covered by partial payments as provided for herein shall become the sole property of the City; provided, however, the Contractor shall not be relieved from the sole responsibility for the care and protection of materials and work upon which payments have been made and for the restoration of any damaged work.

The City may also withhold from time to time from payment to the Contractor such an amount or amounts as may be necessary to pay and fully satisfy all claims and demands for labor and services rendered in and about the Project, including any such amount or amounts due to be paid to or by any subcontractor or supplier, amounts for City's or Engineer/Architect's observers or inspectors for contractors' overtime as herein provided, or for engineering or design services associated with Contractor initiated change orders or submittals in excess of that permitted herein. The Contractor hereby authorizes the City as its agent, to apply such amounts so withheld to the payment of any amount so due to be paid and all other just and lawful claims other than claims for damages for tort. In case of disagreement with reference to any such claim or claims, the City may keep such amounts so withheld on account of such claim or claims until such disagreement is finally settled and determined.

In addition, the City may also withhold payment of the whole or any part of a verified or approved application for payment from the Contractor to such an extent as may be necessary to protect itself from loss on account of any of the following causes discovered subsequent to its verification or approvals:

1. Defective work.
2. Evidence indicating probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor or subcontractor to promptly make payments to subcontractors or for materials, labor, food stuffs and supplies.
4. Damage to another contractor under separate contract with the City.
5. Assessment of liquidated damages.

When the above grounds are removed, applications for payment will then be verified and/or approved for amounts not previously verified and approved because of them.

The Contractor shall not attempt to withdraw at any time during the term of this contract or any extensions thereof, without the expressed written consent of the City, the whole or any part of the amounts so retained by the City from payments due the Contractor by the establishment of an escrow account or by depositing securities in lieu thereof, pursuant to Ala. Code §39-2-12(e) or (f), or any amendments thereto or any equivalent law, ordinance or regulation. It is expressly agreed between the parties hereto that should the City elect not to consent to the same, then the Contractor shall not elect to, attempt to or in any manner endeavor to withdraw such retained amounts.

E. **Claims for Extra Cost:** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or any extension of time, he shall notify the City in writing within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the Project. Thereafter, the procedure shall be the same as that for change orders. No such claim shall be valid unless made in accordance with the terms of this section. There shall be no damages for delay.

Except as otherwise herein provided, no charge for any extra work will be allowed unless the same has been duly authorized in writing by the City and the price stated in such order.

F. **Differing Site Conditions:** If, in the performance of the Contract, subsurface or latent conditions are found to be materially different from those indicated by the plans and specifications, or unknown conditions of an unusual nature are disclosed differing materially from conditions usually inherent in work of the character shown and specified, the Contractor shall immediately notify the Engineer/Architect in writing regarding such conditions but in no event later than forty-eight (48) hours after discovery of such conditions by the Contractor.

The written notice shall describe the conditions, and other pertinent information, in no event shall such notice be later than forty-eight (48) hours before such conditions are disturbed. Upon such notice, or upon such observation of conditions, the Engineer/Architect will promptly make such changes in the plans and/or Specifications as he finds necessary (if any are necessary) to conform to the different conditions, and any increase or decrease in the cost of the Project resulting from such changes may be adjusted as provided under Change Orders or Claims for Extra Cost as set forth in the Contract documents.

G. **Change Orders:** Change orders shall be allowed only under the following conditions: 1) Minor changes for a total monetary amount less than that required for competitive bidding; or 2) Changes for matters incidental to the original contract necessitated by unforeseeable circumstances arising in the course of work under the contract; or 3) Changes due to emergencies; or, 4) Changes provided for in the original bidding and original Contract Documents as alternates; 5) Changes of relatively minor items not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and generally do not exceed 10 percent of the Contract Price, subject to Alabama Bid Law exceptions.

The Contractor or successful bidder is expected to complete the Project as bid and specified within the financial parameters stated therein. However, if it shall be determined that a change order condition possibly exists in any given case during the performance of the contract, the Contractor shall promptly notify in writing the representative of the City and shall not implement such change until having notified the representative of the City. If the change is minor in the opinion of the representative of the City and does not involve, 1) an adjustment in the contract sum or construction bid price, or 2) result in extension of the contract time, or 3) a material change in the contract scope of services, then the City representative may authorize the change in writing to the Contractor. The Contractor shall not perform such change until receipt of such written change order.

In the event the change order requested by the Contractor involves, 1) an increase in the contract sum or construction bid price, 2) extend the contract time, or 3) materially change the Contractor's scope of work or services, then the Contractor shall request a change order in writing and present the same to the City representative. The representative of the City, shall determine whether this is a change order which can be allowed and, if so, what exception it would fall under. The representative of the City shall then document the same, attach the same to the Contractor's request for a change order and submit the same with his recommendation to the City Council at its next or any subsequent regularly scheduled Council meeting for approval.

The City reserves the right to institute change orders as the Owner pursuant to the aforesaid terms and conditions.

In no event is a change order to be executed by the Contractor prior to approval thereof by the City, except for emergencies.

H. **Determination of Adjustment of the Contract Sum:** The adjustment of the Contract Sum resulting from a change in the Work shall be determined by one of the following methods as determined by Owner:

1. By mutual agreement to a lump sum based on or negotiated from an itemized cost proposal from the Contractor.
2. Additions to the Contract Sum shall include the Contractor's direct costs plus a maximum 15% markup for overhead and profit. Where subcontract work is involved, the total mark-up for the Contractor and a subcontractor shall not exceed 25%. No allowance for overhead and profit shall be figured on a change which involves a net credit to the Owner. For the purposes of this method of determining an adjustment of the Contract Sum, "overhead" shall cover the Contractor's indirect costs of the change, such as the cost of bonds, superintendent and other job office personnel, watchman, job office, job office supplies and expenses, temporary facilities and utilities, and home office expenses.

I. **Construction Schedule and Periodical Estimates:** Immediately after execution and delivery of the contract and before the first partial payment is made, the Contractor shall deliver to the City and Engineer/Architect and Construction Manager, a construction schedule in a form satisfactory to the City or Construction Manager, which may include CPM for all major trades, showing the proposed dates of commencement and completion of each of the various activities, of work required under the Contract documents, the interrelationship of each activity, sequences, resources for each and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (1) a detailed estimate giving a complete breakdown on the contract price and (2) periodical itemized estimates of the work done for the purpose of making partial payments, however the same will not be considered as fixing a basis for additions to or deductions from the contract price. Scheduling is particularly critical if Contractor is a trade contractor and adherence to the Construction Manager progress schedule is required.

NOTE: Depending upon the complexity of the work the City may require CPM or equivalent meeting all criteria above.

J. **Sales and Use Tax Savings:** Pursuant to the invitation for bids, sales and use taxes are not to be included in the bid. The project will be administered in compliance with the State of Alabama Act 2013-205, Certificate of Exemption from Sales and Use Tax for Governmental Entities, regarding sales and use taxes. The Contractor shall be responsible for obtaining a certificate of exemption from the Alabama Department of Revenue for purchases of materials and other tangible property made part of the project. Any subcontractors purchasing materials or other tangible personal property as part of the project shall also be responsible for obtaining a certificate of exemption. The estimate sales and use tax saving must be accounted for on the bid proposal. Failure to provide the estimated sales and use tax savings may render the bid as non-responsive. Other than determining responsiveness of the bid, sales and use tax accounting shall not affect the bid pricing nor shall be considered in the determination of the lowest responsible and responsive bidder

ARTICLE III. TIME

A. **Time for Completion/Delays:** The Contractor hereby agrees to commence work under this contract on the date to be specified in a written "Notice to Proceed" of the Engineer/Architect or thirty (30) days from the date of contract execution if no notice is issued, and to fully complete the Project within _____ consecutive calendar days thereafter. If this is a trade contract, then the Contractor shall perform within the time periods and at the times as established by the Construction Manager's approved construction schedule for the project. The Contractor further agrees to pay to the City, liquidated damages for each consecutive calendar day thereafter as hereinafter provided. Time is of the essence and a material element to this agreement.

NOTE: When maintenance periods are included in the contract for highways, bridges or similar structures, such periods shall be considered component parts of the contract. To the extent the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.

Delay: If the Contractor is delayed at any time in the progress of work by any of the following causes, the Contractor may be entitled to a reasonable extension of time as determined by the City in which to complete the Project. Provided, however, no such delay nor the extension of time if granted shall be grounds for a claim by the Contractor for damages or for additional cost, expenses, overhead or profit or other compensation:

1. Fires, abnormal floods, tornadoes or other cataclysmic phenomenon of nature.
2. Strikes, embargoes, lockouts, war, acts of public enemy.
3. Change orders.
4. Acts of performance or delays in performance by other contractors employed by the City or their subcontractors.
5. Causes beyond the control of the Contractor.

Provided further, that the Contractor shall immediately give notice in writing to the City and follow extension of time procedures as provided for herein. The City expressly disclaims any liability to Contractor for any cost, expense or damage caused by other contractors, subcontractors or suppliers, including those engaged by the City. The City shall not be liable for damages or cost to the Contractor sustained due to any interference from utilities or appurtenances or from the operations of relocating the same.

B. **Extensions of Time:** All written requests for extensions of time must be submitted to Engineer/Architect within ten (10) days after the occurrence of the cause for delay. The Engineer/Architect shall ascertain the facts and the extent of the delay and shall recommend to the City Council whether it should extend the time for completing the Project. Any extension of time shall be in writing and processed as a change order.

For change orders requesting extensions of time due to rain, wind, flood or other natural phenomenon, the Contractor's written request must be accompanied, at the City's request, by a detailed report of weather at this site for the last ten (10) years with averages showing means and statistical deviations from mean averages to support request for extension.

No extension shall be made for delays due to rain, wind, flood or other natural phenomenon of normal intensity for the locality.

In the event any material changes, alterations, or additions are made as herein specified, which in the opinion of the Engineer/Architect will require additional time for execution of any work under the contract, then in that case, the time of the completion of the Project may be extended through change order. No extensions of time shall be given for any minor changes, alterations or additions. The Contractor shall not be entitled to any reparation or compensation on account of such additional time or extensions of time. To the extent that the construction schedule contains "float," the parties agree that the same belongs to the Project and may be utilized by either party.

C. **Right of the City to Terminate Contract:** If the Contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or any of its property, or if it should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or if it should refuse or fail to make prompt payment to persons supplying labor for the Project under the Contract, or persistently disregard instructions of the Engineer/Architect or fail to observe or perform any provisions of the Contract documents, or fail or neglect to promptly prosecute or perform the Project in accordance with the contract documents or otherwise be guilty of a substantial violation of any provision of the Contract documents, then the City may, on giving at least thirty (30) days' written notice to the Contractor, without prejudice to any other rights or remedies of the City in the premises, terminate the Contractor's right to proceed with the Project. In such event, the City may take over the Project and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any and all excess cost occasioned to the City thereby, including attorney's fees; and in any such case, the City may take possession of and utilize in completing the Project such appliances and plant of the Contractor or its subcontractors as may be on the site work and necessary or useful thereof. In the event of termination, the same shall not relieve the Contractor nor any of its sureties of their obligation pursuant to this agreement. In the event it becomes necessary for the City to maintain any legal action against the contractor, to enforce its rights herein, the Contractor shall pay the City all expenses associated therewith including a reasonable attorney's fee.

Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit.

D. **Liquidated Damages:** Should the work under this contract not be completed within the time specified, scheduled or as extended, it is understood and agreed that there may be deducted by the City or Engineer/Architect from the partial and/or final payments to the Contractor or otherwise charged to the Contractor, a sum computed at the rate of Two Hundred Dollars ($200.00) per day beginning from the stated or extended date of completion and continuing for so long as the Project remains incomplete. It is understood and agreed that the above deduction is not a penalty, but money due to reimburse the City/Owner for inconvenience and damage to the general public, due to the delay in the completion of the Project and is reasonable. The collection of liquidated damages by the City

shall not constitute an election or waiver by the City of recovery of additional delay or non-delay related damages from the Contractor, and the City expressly reserves the right to recover actual damages for other harms resulting from delay. The provisions of the liquidated damage clause shall apply and continue to apply even if the Contractor terminates or abandons the Project prior to the scheduled completion dates.

The amounts of such liquidated damages and actual damages incurred by reason of failure to complete the work stipulated in the Contract are hereby agreed upon as reasonable estimates of the costs which may be accrued by the City. 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 City 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.

ARTICLE IV. WORK AND MATERIALS

A. **Cooperation of Contractor:** The Contractor shall have available on the job site, at all times, at least one (1) copy of the plans and specifications if prepared for the Project.

He shall give the Project the constant attention necessary to facilitate the progress thereof and shall cooperate with the City, Engineer/Architect and with other Contractors in every way possible. The Contractor shall at all times have a superintendent, capable of acting as his agent on the Project, who shall receive communications from the Engineer/Architect or his authorized representatives or the City's authorized representative. The superintendent shall have full authority to give and execute orders relating to the Project without delay and to promptly supply such tools, plant equipment, materials and labor as may be required.

The City reserves the right to utilize its own forces on the site or those of another contractor and to communicate through its representative directly with the Contractor.

B. **Coordination - Trade Contractors:** If the supplemental conditions are attached to these general conditions indicating that this Project involves the use of multiple trade or multiple prime contractors under the supervision and direction of a Construction Manager employed by the City, then each such trade contractor shall cooperate and coordinate its construction activities and operations with those of other trade contractors and other entities involved in the Project and included under different sections of the specifications that are dependent upon each other in any manner for proper and correct installation, connection and operation, to assure efficient, prompt, orderly and proper installation of each part of the Project.

When utilizing trade contractors and/or multiple prime contractors under the supervision of Construction Manager cooperation and coordination of activities is extremely important. Refer to the provisions of the supplemental conditions for detailed requirements.

C. **Superintendence:** The Contractor shall assign to and keep at the Project site competent supervisory personnel. The Contractor shall designate, in writing, before starting work, an authorized representative who shall be an employee of the Contractor and shall have complete authority to represent, to receive notice for, and to act for the Contractor. The Contractor shall not permit or allow any work to be conducted upon the Project site without the presence of supervisory personnel. The Engineer/Architect shall be notified in writing prior to any change in superintendent assignment. Using his best skill and attention, the Contractor shall give efficient supervision to the Project. The Contractor shall be solely responsible for all construction means, methods, techniques, and procedures, for providing adequate safety precautions, and for coordinating all portions of the Project under the Contract. It is specifically understood and agreed that neither the Engineer/Architect nor the City shall not have control or charge of and shall not be responsible for the construction means, methods, techniques, or procedures, or for providing adequate safety precautions in connection with the Project under the Contract.

D. **Contractor's Tools and Equipment:** The Contractor's tools and equipment used on the Project shall be furnished in sufficient quantity and of a capacity and type that will adequately and safely perform the work specified, and shall be maintained and used in a manner that will not create a hazard to persons or property, or cause a delay in the progress of the Project.

E. **Furnishing Labor and Equipment:** The Contractor shall furnish and pay for all equipment, labor and supervision, and all such materials as required to be furnished in the Notice to Bidders and as may other-wise be necessary to the completion of the Project and the operation of each construction crew required.

F. **Employees:** The Contractor shall employ only competent, skillful workers on the Project, and whenever any person shall appear to be incompetent or to act in a disorderly, unsafe improper manner, such person shall promptly be removed from the Project by the Contractor.

G. **Materials and Appliances:** Unless otherwise stipulated, the Contractor shall provide and pay for all other materials, water, heating, lighting, fuel, power, transportation, machinery, appliances, telephone, sanitary facilities, temporary facilities and other facilities and incidentals necessary for the execution and completion of the Project.

The Contractor warrants to the City and the Engineer/Architect that, unless otherwise specified, all materials and equipment furnished under this contract shall be new, and both workmanship and materials shall be of good quality, free of faults and defects, and in conformance with the Contract Documents. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. In selecting and/or approving equipment for installation in the Project, neither the City nor Engineer/Architect assume responsibility for injury or claims resulting from failure of the equipment to comply with applicable federal, state, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials. Material and/or equipment damaged by flooding or other causes during the construction period shall be subject to rejection by the Engineer/Architect; reconditioning and/or repairing material and/or equipment is not acceptable.

H. **Asbestos and Hazardous Materials:** Unless specifically authorized and instructed to the contrary by the City, the Contractor shall not permit, allow, place, install or incorporate into the Project or upon the work site, any hazardous material(s), including, but not limited to, any products or materials that contain asbestos in any quantity. It shall be the responsibility of the Contractor to inspect all materials and products delivered for incorporation or installation in the Project to ensure that they contain no hazardous materials or asbestos. Where the Contractor or any subcontractor has or should have a reasonable suspicion that any product or material contains asbestos or other hazardous material, the Contractor shall immediately inspect the material or product, obtain a product or material data sheet, and notify the City's representative prior to installation or incorporation of the same into the Project. Any product or material determined to contain asbestos or other hazardous material shall be removed from the Project immediately and properly disposed of as required by law. Products or material to which the contractor should pay particular attention to avoid the presence of asbestos incorporated therein include, but are not limited to the following: concrete, batt insulation, roof insulation, building felts, mastics, water proofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe installation, duct installation and pre-assembled items of equipment.

At the completion of the Project, the Contractor shall submit a duly executed Asbestos Affidavit in the form as attached hereto prior to final payment.

The Contractor is responsible for insuring that all of its employees and subcontractors are adequately trained to handle hazardous materials in accordance with 49 CFR §172(g).

I. **Protection of Work and Property:** The Contractor shall furnish and install all necessary temporary works for the protection of the Project. The Contractor shall at all times adequately maintain, guard and protect his own work from damage, and safely guard and protect private, commercial, industrial, the City's and others' property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the plans or specifications or caused by agents or employees of the City.

The Contractor shall protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site which are not required to be removed or do not unreasonably interfere with construction, as may be determined by the Engineer/Architect, and be responsible for all cutting or damaging of trees and shrubs or grassed areas, including damage due to careless operation of equipment, stockpiling of materials or equipment.

Care shall be taken by the Contractor in felling trees that are to be removed to avoid any unnecessary damage to vegetation or other trees that are to remain in place. Any limbs or branches unavoidably broken during such operations shall be trimmed with a clean cut and painted with an approved tree priming compound. The Contractor may be required to replace or restore at his own expense all vegetation not protected and preserved, as above required, that may be destroyed or damaged.

The Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities required for protection by federal, state or municipal laws and regulations or local conditions.

The Contractor shall comply with local and state regulations governing the operation of premises which are occupied and shall perform the contract in such a manner as not to interrupt or interfere with the operation of other facilities.

The Contractor shall store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Project as will not unduly interfere with the progress of his work or the work of any other contractor.

Necessary crossings of curbings, sidewalks, roadways or parkways shall be protected against damage and any damage shall be repaired by or at the expense of the Contractor.

The Contractor shall not place upon the Project or any part thereof, loads inconsistent with the design or safety of that portion of the Project.

The Contractor shall provide and maintain access to all public and private properties at all times and be responsible for any damage caused by his operation to existing driveways, yards, streets, parking lots, utilities, railroads, etc., and such damage shall be corrected at the Contractor's expense. Roadways authorized closed by State or Local authorities shall be maintained to provide access to all fire, police, and other emergency vehicles and all individuals having private property in the closed area. The Contractor shall notify at least 24 hours in advance the Fire, Police, and Transportation Departments having local jurisdiction, the Owner and any other individuals, businesses, or agencies that may be affected.

J. **Protection of Existing Utilities**. Contractor shall be responsible for any damage to existing structures or the interruption of any utility services which shall be repaired or restored promptly by and at the expense of the Contractor.

To that extent, the Contractor shall provide whatever measures are necessary to properly protect and maintain all existing utilities encountered in the course of the work. The Contractor shall be exclusively responsible to the utility owner for any and all damages to the various utilities caused by the Contractor's actions or lack of actions to adequately protect the same.

The Contractor shall determine the exact location of all existing utilities before commencing work and agrees hereby to be fully responsible and liable for any and all damages which might occur by his failure to exactly locate and/or preserve the location of any and all underground or overhead utilities. The Contractor shall be solely and directly responsible to the utility owner for any and all damages to the various utilities, caused by the Contractor's actions or lack of actions to adequately protect such utilities. If any utilities are to be affected during the course of construction, the Contractor shall so notify the owners thereof at least seventy-two (72) hours prior to any such construction activity. The Contractor shall fully cooperate and coordinate with all utility owners in the event of an interruption to any utility service. The cost for locating, uncovering and protecting underground and/or overhead utilities is included within the Contractor's bid price for various other items of work.

The Contractor shall maintain all storm sewers, drains and/or ditches so that flow is not disturbed or impeded. The Contractor shall protect storm drains, inlets and/or ditches, lawns, landscaping and other facilities, from damage during the testing, and flushing.

K. **Limiting Exposures:** The Contractor shall prosecute the work on the Project to insure that no part of the construction, complete or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:

Excessive static or dynamic loading
Excessive internal or external pressures
Excessively high or low temperatures
Thermal shock
Excessively high or low humidity
Air contamination or pollution
Water or ice
Solvents
Chemicals
Light
Puncture
Abrasions
Heavy traffic
Soiling, staining and corrosion
Bacteria
Rodent and insect infestation
Combustion
Electrical Current
High speed operation
Improper lubrication
Unusual wear or other misuse
Contact between incompatible materials
Destructive Testing
Misalignment
Excessive weathering
Unprotected storage
Improper shipping or handling
Theft
Vandalism

The Contractor shall minimize dust and air pollution through the use of water or other devices, require the use of properly operating combustion emission control devices and by encouraging the shutdown of construction vehicles when not in use.

L. **Safety:** The completed Project shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items as may be appropriate or required by law. Further, any feature of the Project (including City-furnished or City-selected equipment) subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. Contractors shall notify all equipment suppliers and subcontractors of the provisions of this Article.

In selecting and/or accepting equipment for installation in the Project, neither the City nor Engineer/Architect assume responsibility for any personal injury, property damage, or any other damages or claims resulting from failure of the equipment to comply with applicable safety codes or requirements, or the safety requirements of a recognized agency, or failure due to manufacturer's faulty design concepts, or defective

workmanship and materials. The Contractor shall indemnify and hold the City, Program Coordinator, and Engineer/Architect harmless against any and all liability, claims, suits, damages, costs, or expenses without limitation arising out of the installation or use of such equipment.

The Contractor shall take all necessary precautions for the safety of employees on the Project and shall comply with all applicable provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on or about or adjacent to the premises where the Project is being performed. He shall erect and properly maintain at all times, as required by conditions, and progress of the Project, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against the hazards created by features of construction and the site.

Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the State Accident Prevention in Construction provisions to the extent that such provisions are not in contravention with applicable laws.

The Contractor shall do whatever work is necessary for safety and be solely and completely responsible for conditions of the jobsite, including safety of all persons (including but by no means limited to the public, site personnel, visitors, or employees) and property during the Contract period. The contract period shall include any subsequent warranty or other period associated with Project deficiency or repair and all hours including, and in addition to, normal working hours.

Safety provisions shall conform to the Federal and State Departments of Labor and the Occupational Safety and Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Contractor shall at all times provide proper facilities for safe access to the work by authorized government officials (federal, state, county and local) and representatives of the Owner.

M. **Traffic Control:** The Contractor shall be responsible for traffic control, including plan and devices to the extent the same is required due to work in, upon or in proximity to public right-of-way, streets, roads or vehicular traffic. The traffic control plan and all traffic control devices shall conform at a minimum to the Manual on Uniform Traffic Control Devices for Streets and Highways, Latest Edition, Federal Highway Administration. A copy of which is on file in the office of the City of Tuscaloosa Director of the Department of Transportation for examination. Copies may be obtained from the Alabama Department of Transportation. Should the appropriate public authority determine a greater degree of traffic control is required, then the Contractor shall promptly provide same. The Contractor shall submit a plan to the City Engineer for approval before commencing construction.

Reasonable means of ingress and egress by vehicular and/or pedestrian traffic to property adjacent to the Project shall be maintained at all times. The Contractor shall indemnify and hold the City harmless for any claims or causes of action including but not limited to those for inverse condemnation and/or lost profits arising out of or in any manner associated with access to or the restriction or prevention thereof to adjoining property. Traffic control and erosion control is of paramount importance during the construction of this Project and the terms and conditions in the contract documents in regard to these matters must be strictly adhered to.

N. **Responsibility to Act in Emergency:** In case of an emergency which threatens loss or damage to property, and/or safety, the Contractor shall act, without previous instructions from the City or Engineer/Architect, as the situation may warrant. The Contractor shall notify the Engineer/Architect thereof immediately thereafter. Any claim for compensation by the Contractor, together with substantiating documents in regard to expense, shall be

submitted to the City through the Engineer/Architect. The claim will be handled in accordance with the provisions for extra work. However, if the emergency is created or aggravated by the Contractor, he shall be liable for the resulting damages. If the Contractor fails to take necessary action as required by such an emergency, the City may assign another Contractor or use his own forces to perform the emergency work. Costs or damages arising from the failure of the Contractor to act in an emergency may be deducted from the Contractor's request for payment.

O. **Sanitary Regulations:** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State Department of Health. At a minimum, necessary sanitary conveniences for the use of the laborers on the work shall be erected and maintained by the Contractor, in such a manner and at such points as shall be approved by the Engineer/Architect. Their use shall be strictly enforced. In the Construction Manager format, the City may provide sanitary accommodations through the Construction Manager.

P. **Cutting, Patching, etc.:** Unless otherwise stated in the contract documents, the Contractor shall do all necessary cutting, fitting and patching of the Project that may be required to properly receive the work, to make its several parts join together properly, receive and provide for the work of various trades, and be received by the work of other contractors, or as required by drawings and specifications to complete the Project. After such cutting, he shall replace or restore or repair and make good all defective or patched work as required by the Engineer/Architect. He shall not cut, excavate or otherwise alter any work in any manner or by a method or methods that will endanger the Project, adjacent property, workmen, the public or the work of any other contractor. The Contractor shall check the location of all sleeves, openings, slots, etc., for the piping, ducts, breeching, conduits, louvers, grills, fans, etc., as they are laid out on the job.

Provisions for openings, holes and clearances through walls, beams, floors, ceilings and partitions shall be made and checked by the Contractor and/or his subcontractor in advance of constructing such parts of the Project and unnecessary, superfluous or dangerous cutting shall be avoided.

Pipes passing through concrete or masonry walls shall be protected by pipe sleeves two sizes larger than the pipe, plus its installation to provide free movement.

Under no condition shall structural, framing or other parts or members subjected to computed stress be cut or disturbed without the approval of the Engineer/Architect. Any plates, studs or joists, and/or rafters that are approved to be cut to execute necessary work shall be securely strapped and braced to restore their strength by approved methods.

Unless otherwise indicated in Supplemental Conditions, all road crossings and/or driveways cut by the Contractor during the performance of the Project shall be returned to service as soon as possible and replaced or repaired within seven (7) calendar days.

All major thoroughfares must be repaired the same day as cut. The Contractor shall be responsible for the safety and welfare of the traveling public while construction work is being done and until the City accepts the Project.

The Contractor will replace at his own expense, all pipe and accessories that may be broken, damaged, stolen or lost and all materials that may become damaged, lost, stolen or misused.

The Engineer/Architect's approval shall be obtained before cutting or drilling holes in concrete or masonry that tend to damage or weaken the load capacity.

Q. **Trailers:** With the approval of the City or Engineer/Architect, the Contractor may park trailers or other structures for housing men, tools, machinery and supplies, but they will be permitted only at approved places and

their surroundings shall be maintained at all times in a sanitary and satisfactory manner by the Contractor. On or before the completion of the Project, all such trailers or structures shall be removed, unless the City authorizes their abandonment without removal, together with all rubbish and trash, at the expense of the Contractor.

R. **Construction Staking:** If necessary, the Engineer or the City will furnish initial lines and grades to establish the initial horizontal and vertical control points and define the beginning and ending points of the Project. The Contractor is responsible for engaging the services of a qualified Engineer or land surveyor to replace and/or re-establish in accordance with the construction plans and/or specs, all construction stakes that are disturbed, displaced or destroyed during construction.

If the Contractor finds any errors or discrepancies with the construction staking or the criteria upon which it is based, he/she shall promptly notify the Owner's representative.

S. **Periodic Cleanup**: The Contractor shall periodically, at least weekly, or as requested during the progress of the Project, clean up and remove from the premises, all refuse, rubbish, scrap materials and debris caused by its employees or its subcontractors resulting from its work, to the end that all times the premises are sanitary, safe, reasonably clean, orderly and workmanlike. Trash and combustible materials shall not be allowed to accumulate inside buildings or elsewhere on the premises. At no time shall any rubbish be thrown from window openings, except during renovations with adequate precautions and into proper receptacles. The Contractor shall comply with all municipal litter and construction site ordinances.

Before the Project is considered as complete, all rubbish created by or in connection with the construction must be removed by the Contractor and the premises left in a condition by the Contractor satisfactory to the City. Street, curbs, crosswalks, pavements, sidewalks, fences and other public and private property disturbed shall be restored to their former condition or better, and final payment will be withheld until such work is finished by the Contractor.

Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws. No burning or burying of rubbish or waste materials is permitted on the Project site. The Contractor shall dispose of any hazardous material in a safe manner, off site, in accordance with applicable laws and regulations and shall not dispose of volatile or hazardous waste in storm or sanitary sewer drainage ditches, streams or waterways.

Contractor shall periodically wet down dry materials and rubbish to lay dust and prevent blowing dust; and shall provide adequate and approved containers for collection and disposal of waste material, debris and rubbish, removing grease, dust, dirt, stains, labels, fingerprints and other foreign materials from exposed and semi-exposed surfaces.

T. **Termite Control.** If the Project involves construction of a building or if otherwise specifically required by the City, then the Contractor shall provide soil treatment for termite control under all interior slabs on grade and foundation walls, and as herein specified. Contractor shall also comply with manufacturer's instructions and recommendations for work, including preparation of substrate and application and shall engage a professional pest control operator, licensed in accordance with regulations of governing authorities for application of soil treatment solution and doing business in the state where the Project is located for a minimum of five (5) years.

Contractor shall not apply soil treatment solution until excavating, filling and grading operations are completed, except as otherwise required in construction operations. To insure penetration, the soil treatment will not be applied to frozen or excessively wet soils or during inclement weather. Contractor shall comply with all handling and application instructions of the soil toxicant manufacturer. The type of materials to be used for soil poisoning shall first be submitted to the City for approval.

The soil treatment solution shall be an emulsible concentrate insecticide for dilution with water, specially formulated to prevent infestation by termites. Fuel oil will not be permitted as a dilutant.

Contractor shall strictly comply with the Environmental Protection Agency's (EPA) rules and regulations governing chemicals and their use. Only soil treatment solutions which are not injurious to planting shall be used. Other solutions may be used as recommended by Applicator when acceptable to the EPA, local governing authorities, and the Engineer/Architect.

Contractor shall comply with the following requirements when applying the soil treatment solution:

1. Surface Preparation: Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs if recommended by toxicant manufacturer.
2. Under slab-on-grade structures, treat soil before concrete slabs are placed using either power sprayer or tank type garden sprayer.
   (A) Apply 4-gallons of chemical solution per 10 linear feet to soil in critical areas under slab, including entire inside perimeter inside of foundation walls, along both sides at interior partition walls, around plumbing pipes and electric conduit penetrating slab, and around interior column footings.
   (B) Apply one gallon of chemical solution per 10 sq. ft. as an overall treatment under slab and attached slab areas where fill is soil or unwashed gravel. Apply 1-1/2 gallons of chemical solution to areas where fill is washed gravel or other coarse absorbent material.
   (C) Apply 4 gallons of chemical solution per 10 linear feet of trench for each foot of depth from grade to footing, along outside edge of building. Dig a trench 6" to 8" wide along outside of foundation to a depth of not less than 12". Punch holes to top of footing at not more than 12" o.c. and apply chemical solution. Mix chemical solution with the soil as it is being replaced in trench.
3. Post signs in areas of application warning workers that soil poisoning has been applied. Remove signs when areas are covered by other construction.
4. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.

U. Erosion Control.

1. To the extent there has been issued by the City Engineer a land development permit in accordance with applicable ordinances, the Contractor shall conform to and abide by all terms and conditions of such permit.
2. Erosion control measures shall be performed on all disturbed areas in accordance with the BMPP included in the Notice of Intent and with Section 665, Alabama Highway Department Specifications. The CONTRACTOR will perform all erosion control measures necessary to prevent silt and soil from leaving construction area and entering private property or the "Waters of the State." Erosion control measures shall be in strict accordance with Alabama Non Point Source Management Program Document and EPA Storm Water Pollution Prevention for Construction Activities.
3. In accordance with Section 665 of Alabama Highway Department Specifications, temporary erosion control work shall involve the construction of temporary berms, dikes, drains, fences, dams, etc. with the use of temporary seeding, mulching, erosion control netting, hay bales, sandbags, check dams, etc., as necessary in order to prevent silt and soil from leaving rights-of-

way and entering private property or from washing into drainage structures located on State or County rights-of-way. CONTRACTOR shall mow grassed areas as required during the construction phase of the contract.

4. Erosion control measures shall be maintained by the CONTRACTOR through the warranty period of the contract. If additional measures are required to correct problems which might occur, these shall be performed by the CONTRACTOR at no additional cost to the OWNER.

5. Materials used for erosion control measures shall be in accordance with Section 665.02 of Alabama Highway Department Specifications and shall include hay bales, sandbags, silt fencing rip rap, crushed stone, mulch or other materials necessary in order to accomplish erosion control.

V. **Wastewater Containment and Management Plan.** In accordance with ADEM Consent Order, NPDES permit NO. AL0022713, Tuscaloosa WWTP, Tuscaloosa County (125) dated September 8, 2009 and the "City of Tuscaloosa, Water and Sewer Department Engineering Report and Compliance Plan", December 2009; to the extent that construction activity by the Contractor involves any wastewater infrastructure or construction activities in close proximity to any wastewater infrastructure and/or to any City sanitary sewer assets the Contractor shall submit to the City Engineer, prior to commencing construction, a wastewater containment and management plan (the "Plan"). The Plan shall adequately address the means, methods and techniques to be employed by the Contractor for containing and transporting wastewater in a sanitary manner without, at any time, permitting the discharge of wastewater into the environment or creating the necessity of a State required sanitary sewer overflow report. The Plan shall be submitted by the Contractor to the Office of City Engineer for review and approval before commencing any construction activity. The City Engineer may waive the requirement of submitting a Plan if he/ she determines that the construction activity to which the Plan would relate does not involve any potential for the discharge of wastewater into the environment or creating the potential for the necessity of a State required sanitary sewer overflow report.

W. **Environmental Clause/Covenant.** Contractor shall not allow any toxic, hazardous or contaminated substances or gases (including, but not limited to, asbestos and raw materials which include hazardous constituents or any other similar substances or materials which are included under or regulated by any local, state, or federal law, rule or regulation pertaining to environmental regulations, contamination, clean-up or disclosure such as, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"); the Clean Air Act (42 U.S.C. Sec. 7401 et seq.); the Clean Water Act (33 U.S.C. §1251 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.); and the Toxic Substances Control Act (42 U.S.C. §2601 et seq.) or state environmental clean-up or disclosure acts and statutes as all such acts and statutes exist now or are hereafter amended (such acts and statutes referred to herein as "Environmental Laws")(such substances or gases referred to herein as 'Hazardous Substances') to be stored, located, or discharged on the premises without specific prior written consent of the City. Contractor shall comply with all Environmental Laws affecting the premises. Contractor covenants to hold the City, its officers, agents and employees harmless from and against any loss, costs, damage or expenses (including attorney's fees and expenses) arising out of the presence of Hazardous Substances (as hereinbefore described) on or about the premises or the violation of any Environmental Laws with respect thereto, the occurrence of which Hazardous Substances on the premises or the violation of any Environmental Laws shall have arisen solely from the acts or omissions of Contractor, its subcontractors, agents, invitees and employees. This indemnity shall survive the termination of this contract and shall inure to the benefit of the City of Tuscaloosa, its successors and assigns.

ARTICLE V. INSURANCE, LIABILITY, ETC.

A. Contractor's Insurance (Generally):

1. Insurance Required. The Contractor shall not commence work under this contract until it has obtained all insurance required by the Contract documents and such insurance has been accepted by the City. The Contractor shall maintain the required insurance during the term of the contract including any extensions of the term.

Insurance shall be written in comprehensive form by insurance companies rated A- or better by A. M. BEST and shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors and shall cover both on-site and off-site operations under this contract and insurance coverage shall extend to any motor vehicles or other related equipment, irrespective of whether the same is owned, non-owned or hired.

The obtaining and maintaining by Contractor and subcontractors of the insurance required herein does not relieve the Contractor of any responsibilities, obligations or duties to the City pursuant to this contract.

2. Additional Insurance. The Contractor shall have an insurance professional review the Contractor's activities in regard to the performance of this contract and the Contractor shall obtain any further or additional insurance or greater limits as recommended by the insurance professional.

3. Insurance Limits. Neither the setting of insurance limits or requirements nor the acceptance or approval of the same by the City imply or represent that the limits or the insurance carrier is sufficient or that such insurance actually has been obtained, that being the responsibility of the Contractor.

4. Subcontractors. The Contractor shall require all subcontractors to take out and maintain the type of insurance required herein to the extent of their involvement in the Project so as to be adequate to protect against liability. In the event any work under this Contract is performed by a subcontractor(s), the Contractor shall remain responsible for any liability directly or indirectly arising out of the work performed under this Contract, regardless of whether or not such work is covered by the subcontractor's insurance. The Contractor shall not allow any subcontractor to commence work on the project until all similar insurance required of the subcontractor has been obtained. All subcontractors shall maintain required insurance during the term of the contract including any extensions of the term.

5. City's Right to Review Coverage. The City shall have the right to inspect and approve Contractor's insurance coverage herein required. Should the City deem it advisable to modify the coverage in any way, it shall so request of the Contractor in writing and should the Contractor fail to modify the coverage, then the City may pay the cost of any increased coverage or take credit for any decreases as may be appropriate. Review or acceptance of insurance by the City or representatives of the City shall not relieve or decrease the responsibility of the Contractor hereunder.

6. Waiver of Subrogation. To the extent that the Contractor is required to maintain insurance coverage for loss or damage to property or bodily injury, including Builders Risk All Risk insurance, the insurance must waive and the Contractor hereby waives subrogation of claims against the City, its officers, agents and employees.

7. City as Additional Insured. The City shall be named as additional insured , for ongoing and completed operations for up to two (2) years, on the Contractor's and any subcontractor's policies for any claims arising out of work performed under this Contract. The Contractor shall provide the City with a Certificate of Insurance naming the City as an additional insured using ISO for CG 2010 1185 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 07 04 or CG 20 33 07 04 and CG 20 37 07 04 (or a substitute or ISO form providing equivalent coverage) naming the City as an additional insured , giving all parties a 30 notice of cancellation or intent not to renew the insurance, a waiver of subrogation and list any and all exclusions. The coverage available to the City as an additional insured shall not be less than $1,000,000 Each Occurrence, $2,000,000 General Aggregate (subject to a per project general aggregate applicable to the project,), $2,000,000 Products/completed Operations Aggregate, and $1,000,000 Personal and Advertising injury limits.

Additional insured coverage shall apply as primary, non contributory, insurance with any other insurance afforded to the City and the Contractor.

8. Elevators, Hoist and Cranes. If the Contractor or a subcontractor will utilize in connection with the performance of the work pursuant to this contract an elevator, material hoist, crane or other equipment, or conveyor, then the Contractor shall take out and maintain or require the subcontractor to take out and maintain insurance that shall protect the Contractor and the City against claims for injuries to members of the public (including City employees) or damages to property of others (including City property) arising out of any act of the Contractor or any of its agents, employees or subcontractors resulting from the operation of such elevator, material hoist, crane or other equipment, or conveyor.

B. Insurance:

1. Workmen's Compensation Insurance: The Contractor shall take out and maintain during the term or any extensions of this contract Workmen's Compensation Insurance as required by Alabama law for all of its employees employed at the site of the Project or off-sites related to the Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in any work under this contract at the site of the Project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate accident insurance for the protection of its employees not otherwise protected.

Water or Navigational Exposure; Where work under this contract may trigger the requirement for Federal Longshoreman's and Harbor worker's Act and Federal Jones Act or insurance required by other applicable law or regulations, the Contractor shall obtain the same if required.

2. Comprehensive Automobile and Vehicle Liability Insurance: The Contractor shall maintain during the term or any extensions of this contract, comprehensive automobile and vehicle liability insurance. The limits of liability shall not be less than $1,000,000 combined single limit or equivalent.

3. Commercial General Liability Insurance: The Contractor shall maintain during the term or any extensions of this contract, Commercial General Liability Insurance, including officers, agents and employees. The limits of liability shall not be less than $1,000,000 Each Occurrence, $2,000,000 General Aggregate (subject to a per project general aggregate applicable to the project), $2,000,000 Products/Completed Operations Aggregate, and $1,000,000 Personal and Advertising Injury Limits Combined Single Limit or equivalent.

4. Owner's Protective Insurance: For projects with a contract amount of $500,000.00 or greater, an Owner's Protective Policy is required in the minimum amount of $1,000,000 each occurrence. Provided; however, the City may require such insurance on projects of lesser amount if an insurance limit amount is stated herein.

5. Umbrella Excess Liability Over Primary Insurance: The Contractor shall take out and maintain during the term of this contract, and any extensions thereof, Umbrella Excess Liability Insurance. The minimum limits of coverage shall be as follows:

Each Occurrence $ _____
Aggregate $ _____

The coverage shall be over the required general liability insurance and automobile liability insurance as a minimum. There shall be no gaps or sublimit deductibles, etc.

6. Miscellaneous Insurance: The Contractor shall provide whatever insurance may be required of the City or the Contractor by permits or agreements, etc., with the railroad, highways, or other utilities. The Contractor shall familiarize himself with all insurance requirements contained in easements, permits, and agreements associated with this Project. The Contractor shall provide any Railroad Protective Liability and other General Liability Insurance in the amounts contained in the agreements, permits or easements or in greater amounts if higher limits are appropriate or required elsewhere. The Contractor shall bear the cost of all required insurance and shall include in his bid a sufficient amount to cover the cost of all required insurance. To the extent the City obtains permits or licenses for railroad or highway bores, crossings or other work involved in the Project, the Contractor shall obtain adequate insurance to protect itself and the City.

7. Builders Risk All Risk Insurance: To the extent applicable to the Project, the Contractor shall secure and maintain during the life of this Contract, Builder Risk All Risk Insurance coverage for 100 percent of the Contract Price. This insurance shall not exclude coverage for earthquake, landslide, tornado, flood, collapse or loss due to the result of faulty workmanship. Such insurance shall also provide for any damages caused by injury to, or destruction of, tangible property, including loss of use resulting therefrom, and shall pay all losses to the Contractor and the City as their interest may appear.

If this is a trade contract under a construction manager format, the provisions of this subsection shall not apply.

8. Proof of Carriage of Insurance: The Contractor shall furnish the City with satisfactory proof of carriage of the insurance required herein, in the form of an insurance certificate or if the City elects in the form of a policy. Insurance shall be in a form satisfactory to the City.

(A) The Contractor's and any subcontractor's general liability and automobile liability insurance shall endorse the Owner (City of Tuscaloosa), its officers, agents and employees, as additional insured's for any claims arising out of work performed under this contract.
(B) The Contractor's insurance endorsing the Owner and others as additional insured's shall be "primary" and non contributory as to such endorsed insured's.
(C) Cancellation: The certificate and policy, as the case may be, shall state that the City shall be given thirty (30) days' written notice of cancellation or any change in the insurance coverage.
(D) There shall be a statement that the Contractor and any subcontractors waive subrogation as to the City, its officers, agents, employees and Program Coordinator.
(E) There shall be a statement that full aggregate limits apply per job or contract.
(F) Agents verification of Contractor's insurance on form provided by the City or equivalent.
(G) Insurance shall contain no exclusions for x, c or u.
(G) Full aggregate limits must apply per job or contract.

C. **No Personal Liability of Public Officials:** In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

D. **Indemnity:** To the maximum extent permitted by law, the Contractor shall save harmless, indemnify and defend the City, its officers, agents and employees from and against any and all claims and losses, cost, expense or liability including attorney's fees and litigation costs caused by, arising out of, resulting from, or occurring in connection with the performance of the work by the Contractor or any subcontractor, regardless of the fault, breach of contract, or negligence of the City, its officers, agents or employees excepting only such claims or losses that

have been adjudicated to have been caused solely by the negligence of the City and regardless of whether or not the Contractor is or can be named a party in a litigation.

Contractor agrees to indemnify and/or reimburse the City for any fines, violations, charges, suits, or sums of money imposed by the Alabama Department of Environmental Management (ADEM), Environmental Protection Agency (EPA), or any administrative agency on the City of Tuscaloosa for any sewage or contaminate discharged or Wetlands regulations violation as a result of or arising out of the work by the Contractor pursuant to this agreement.

E. **Errors and Omissions.** The Contractor does agree to release and hold harmless the City of Tuscaloosa or any of its officers, agents and employees and its Program Coordinator from any damages claimed by the Contractor or subcontractors resulting from or attributable in whole or in part to, errors in or omissions of the plans and specifications, including final drawings of the Engineer/Architect or other design professionals. As to plans, specifications or designs prepared by independent design professionals, the parties agree that any City review or approval thereof was only for overall suitability, maintenance and usability and there are no express or implied warranties by the City as to the adequacy, accuracy, correctness, or code compliance thereof.

F. **Exclusion of Contractor Claims:** In performing its obligations, the Engineer/Architect and its consultants may cause expense for the Contractor or its subcontractors and equipment or material suppliers. However, those parties and their sureties shall maintain no direct action against the City or its officers, employees, agents and program coordinator for any claim arising out of, in connection with, or resulting from the Engineering services performed or required to be performed where such services are performed in good faith to protect the City or the Public.

G. **Inadequate Surety/Insurance.** It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement, any of the surety bonds of the Contractor or subcontractors relating to the Project for its faithful performance shall be deemed by the City to be unsatisfactory, or if for any reason such bond(s) ceases to be adequate to cover the performance of the work or the surety ceases to do business by agent in Tuscaloosa County, Alabama, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City so to do, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

H. **Changes.** When changes in the scope of work by written order or change orders aggregate in amount equal to 10 percent of the total contract, including the change order or change orders, the insurance coverage included under this heading shall be increased accordingly by the Contractor. Proof of coverage shall be established by endorsement to the original policy or by re-issue of the original policy to include the added coverage, or in accordance with any other acceptable policy with the insuring company for increasing the coverage.

ARTICLE VI. OBSERVATION OF THE PROJECT

A. **Generally:** The Contractor shall furnish the Engineer/Architect and/or the City's observer with every reasonable facility for ascertaining whether or not the work performed is in accordance with the requirements and intent of the Specifications and Contract Documents. No work shall be done without suitable inspection by the Engineer/Architect's Inspector or the City's observer. Payment for work or failure to reject any defective work shall not in any way prevent later rejection when such defect is discovered, nor obligate the City to final acceptance. All work done when not in accordance with the Plans, specifications and contract will be rejected and, without cost to the City, shall immediately be removed and other work done in accordance therewith by the Contractor. If the Contractor fails to remove the work as above ordered, then the Engineer/Architect shall have the right and authority

to stop the Contractor and his work at once and the City may correct the work as herein provided at the cost and expense of the Contractor.

Inspection is not acceptance and shall not constitute acceptance by the City.

The work shall also be subject to inspection by representatives of the City of Tuscaloosa Building Inspection Department.

B. **Observation of the Project:** The Engineer/Architect, the City and its observers, agents, any agency having jurisdiction, and their representatives shall have access at all times to the Project for inspection whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection. The City or the Engineer/Architect may appoint or assign observers, with designated duties and restricted authority, to inspect the Project as may be directed, or to make special observations requested in advance by the Contractor, and to report progress of the Project, and manner of procedure, quality of the material and workmanship, and compliance with the Contract Documents.

Inspection or observation is not acceptance and shall not constitute acceptance by the City.

All materials, workmanship, equipment, processes of manufacture, and methods of construction, shall be subject to inspection, examination, and test by such persons at any and all places where such manufacture and/or construction are being carried on. The Engineer/Architect shall have the right to reject material, workmanship and/or equipment that are defective or otherwise not in accordance with the drawings and Specifications and require its correction by the Contractor. Rejected workmanship shall be satisfactorily corrected, and rejected material shall be satisfactorily replaced with proper material by the Contractor without charge therefor, and the Contractor shall promptly segregate and remove the rejected material from the premises. Provided; however, neither the presence or absence of such observers nor the giving or failure to give such advice, direction or instruction shall in any manner relieve the Contractor from any contract requirement.

Upon rejection of material and/or workmanship by the Engineer/Architect or the City, there may be occasion where such deficiencies may be corrected more economically and timely through modification of the design versus removal and replacement. In such instances, the Engineer/Architect shall provide design services on behalf of the City necessary for analysis and correction of the rejected work. Costs associated with hourly fees for these professional services shall be paid by the City and deducted from payment to the Contractor based on the actual costs incurred. Prior to beginning any analysis and accrual of associated professional service fees, the Engineer/Architect shall provide the Contractor and City notice in writing of the intent to begin, summary of the scope of work, estimated time to complete, and estimated total fees. Any costs associated with corrective work performed by the Contractor to remedy such deficiencies shall be the sole responsibility of the Contractor.

Neither the City observers nor the Engineer/Architect, will be authorized to revoke, alter, relax, or waive any requirements of the Contract Documents; to issue instructions contrary to the drawings and Specifications; nor shall they supervise and direct work for the Contractor, nor unreasonably interfere with the Contractor's operations beyond the extent necessary to make certain that the Project is being carried out according to the contract requirements.

Any advice which they may give the Contractor shall not be construed as binding the City in any way, nor as releasing the Contractor from any of the contract requirements.

If the Contractor considers any work demanded of it to be outside the contract requirements, or any ruling of the Engineer/Architect or an inspector to be unfair, it may immediately, upon such work being demanded or ruling made, request written instructions from the Engineer/Architect, or inspector, or within ten days file an appeal to the Engineer/Architect or the City, stating clearly and in detail the basis of its objections. However, pending the decision

on such appeal no work shall be done in disregard of the rulings of the Engineer/Architect or inspector or his instructions on items of work affected by such appeal.

The Contractor shall furnish promptly, without extra compensation, all reasonable facilities, labor, and material necessary for safe and convenient access, inspection, and tests that may be required by the Engineer/Architect.

C. **Authority and Duties of Observers:** If City or consultant inspectors, whether for the Engineer/Architect or Construction Manager, are being utilized, they shall be authorized and permitted to inspect all work done. The Inspector shall not be authorized to alter or waive any requirements of the Specifications. He shall have authority to call the attention of the Contractor to failure of the work to conform to the specifications and Contract. He may suspend the Project until any questions at issue can be referred to and decided by the Engineer/Architect or the City.

Neither the Engineer/Architect, Inspector, the City or other representatives for the City shall be responsible in any way for construction means, methods or techniques, nor for the safety of the construction work, progress, or employees of the Contractor or any subcontractors, except as set forth in the Construction Manager contract, if applicable.

The presence of the Inspector shall not in any manner lessen the responsibility of the Contractor pursuant to this agreement.

D. **Defective Work/Correction of Work by the City:** The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract and defective work shall be made good, notwithstanding that such work has been previously inspected by the Engineer/Architect and accepted or estimated for payment. The failure of the Engineer/Architect or inspector to condemn improper workmanship shall not be considered as a waiver of any defect, whether known at the time or discovered later, or as preventing the City at any time subsequently from recovering damages for work actually defective. All work shall be guaranteed by the Contractor against defects in workmanship for a period of one year from date of final payment.

Upon failure and/or neglect by the Contractor to promptly prosecute or perform the work in accordance with the contract documents, including any requirements with respect to the construction schedule, plans or specifications, the City may, without prejudice to any other remedy it may have, correct such deficiencies and may deduct the actual cost thereof from payment, then or thereafter due to the Contractor.

E. **Disagreement:** Should any disagreement or difference arise as to the estimated quantities or classifications or as to the meaning of the drawings or specifications, or any point concerning the character, or acceptability or nature of the several kinds of work, or construction thereof, the decision of the Engineer/Architect shall be final and conclusive and binding on the Contractor.

F. **Stop Work Orders:** During unseasonable weather all work must stop when the Engineer/Architect so directs and all work must be suitably protected by Contractor at all times. However, the Engineer/Architect shall be under no obligation to stop work on the Project. If the Project is stopped, the Contractor shall not be entitled to extra compensation for delays or problems associated with the stoppage.

G. **Progress Meetings:** The Contractor shall conduct regular progress meetings during the course of the Project at least once a month or more often if requested by the City or Engineer/Architect. The meetings shall be held at a site convenient to all parties and if a site cannot be agreed upon, the City will designate a site.

The Contractor or designated representative, the Contractor's Superintendent, all subcontractors, engineers, inspectors, and the City's representative shall attend.

The Contractor shall keep accurate written minutes of the meetings and forward copies thereof to the Engineer/Architect and the City's representative before the next scheduled meeting.

If a trade contract, progress meetings will be conducted by the Construction Manager, who will keep minutes. All trade contractors shall attend unless excused by the Construction Manager.

ARTICLE VII. PROJECT COMPLETION

A. **Substantial Completion:** "Substantial completion" shall be that degree of completion of the Project or a defined portion of the Project, as evidenced by the Engineer/Architect's written notice of Substantial Completion, sufficient to provide the City, at its discretion, the full-time use of the Project or defined portion of the work for the purposes for which it was intended. "Substantial Completion" of an operating facility or operating component of the Project shall be that degree of completion that has provided a minimum of seven (7) continuous days of successful, trouble-free operation in a "fully automatic" manner acceptable to the City and Engineer/Architect and with all redundant systems fully operational. All equipment contained in the Project, plus all other components necessary to enable the owner to operate the facility in the manner that was intended, shall be complete on the substantial completion date.

When the Contractor considers that the Project, or where acceptable to the City, a designated portion thereof is substantially complete, the Contractor shall prepare and submit to the Engineer/Architect a list of items to be completed or corrected and request an inspection for Substantial Completion. The failure by the Contractor to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. After inspection and/or if an operating facility, after a minimum of seven (7) continuous days of successful, trouble free operation has been achieved during startup, the Engineer/Architect may, at his sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees or warranties, and to establish the date that the City will assume the responsibility for the cost of operating such equipment.

Said notice shall not be considered as final acceptance of any portion of the Project or relieve the Contractor from completing the remaining work, including any remaining performance or acceptance testing, within the specified time and in full compliance with the Contract Documents. Specifically, the issuance of a written notice of Substantial Completion shall not relieve the Contractor of his obligation to promptly remedy any omissions and latent or unnoticed defects in the Project covered by the written Notice of Substantial Completion.

B. **Final Inspection:** Upon notice from the Contractor that its work is complete, the Engineer/Architect and/or other representatives of the City shall make a final inspection of the work or Project and conduct test or tests if applicable. The Engineer/Architect shall notify the Contractor of all apparent and/or visible instances where the Project fails to comply with the plans and specifications and contract documents, as well as any defects he may discover (punch list). The Contractor shall immediately make such alterations as are necessary to make the Project comply with the plans and specifications and to the satisfaction of the Engineer/Architect.

Upon completion of all such repairs in a satisfactory manner, and when the Engineer/Architect has determined that the work or Project is acceptable under the contract, including this provision and after publication of final completion and all other requirements of final payment as provided for in this agreement, then he shall issue a final certificate of payment to the City stating that the balance is due the Contractor, less such amounts as may have been withheld by the City from time to time as provided in the contract documents. In recommending to the City that it make such final payment to the Contractor, the Engineer/Architect shall also issue a certificate of final acceptance wherein he shall recommend to the City that it accept the Project and/or work as final and complete pursuant to the contract documents.

Verification, approval, inspection, final inspection, issuance of final acceptance, issuance of final certificate of payment, action or approval by the City upon the final certificate of payment or final acceptance shall not in any way relieve the Contractor of responsibility for faulty materials or workmanship.

All warranty or guarantee periods shall commence and start to run from the date of substantial completion.

C. **"As Built" Drawings:** Unless waived by the City representative, the Contractor must provide to the City a set of "as built" drawings acceptable to the City as a component part of the Project prior to final payment.

D. **Final Cleanup:** Before final completion and final acceptance, the Contractor shall remove from the City's property or rights-of-ways and from all public and private property, all tools, scaffolding, false work, temporary structures and/or utilities, including the foundations thereof (except such as the City permits in writing to remain); rubbish and waste materials resulting from its operation or caused by its employees; and shall remove all surplus materials, leaving the site clean and true to line and grade, and the Project in a safe and clean condition ready for use and operation. In addition to the above, the Contractor shall be responsible for the following special cleaning for all trades as the Project shall have been completed:

1. Cleaning of all painted, enameled, stained or baked enamel work: removal of all marks, stains, fingerprints and splatters from such surfaces.
2. Cleaning of all glass: cleaning and removing of all stickers, labels, stains and paint from all glass and the washing and polishing of the same on interior and exterior.
3. Cleaning or polishing of all hardware.
4. Cleaning all tile, floor finishing of all kinds; removal of all splatters, stains, paint, dirt, and dust, the washing and polishing of all floors as recommended by the manufacturer or required by the Engineer/Architect.
5. Cleaning of all manufactured articles, materials, fixtures, appliances and equipment; removal of all stickers, rust stains, labels (except instructional and/or safety labels) and temporary covers and cleaning and conditioning of all manufactured articles, materials, fixtures, appliances, electrical, heating and air conditioning equipment as recommended or directed by the manufacturers, unless otherwise required by the Engineer/Architect; blowing out or flushing out of all foreign matter from all dust pockets, piping, tanks, pumps, fans, motors, devices, switches, panels, fixtures, boilers, similar features; and freeing identification plates on all equipment or excess paint and the polishing thereof.

In the case of failure to comply with the above requirements for any part of the Project within the time specified by the Engineer/Architect, he may cause the work to be done and deduct the cost thereof from the contract price on the next or succeeding application for payment, or in the event that the cost exceeds the balance due the Contractor, bill the Contractor for the excess.

E. **Notice of Completion:** The Contractor shall, immediately after the completion of the Project and acceptance by the Owner as provided for herein, give notice as required by Ala. Code §39-1-1(f) by an advertisement in some newspaper of general circulation published within the city or county wherein the Project has been done for a period of four (4) successive weeks. The advertisement shall advise interested parties to contact both the Contractor and the specific City representative. The City's representative shall be named along with his proper mailing address. In no instance shall a final payment be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of said notice shall be made by the Contractor to the City of Tuscaloosa by affidavit of the Publisher and a printed copy of the notice published.

Provided, however, that the requirements hereinabove stated for notice and advertisement shall not apply to contractors performing contracts of less than Fifty Thousand Dollars ($50,000.00) in amount and the governing body of the City of Tuscaloosa so as to expedite final payment, shall cause notice of final completion of such contract to be published one time in Tuscaloosa County and shall post notice of final completion on the City of Tuscaloosa's bulletin board for one (1) week and shall require the Contractor to certify under oath that all bills

have been paid in full. Final settlement with such Contractor may be made at any time after the notice shall have been posted for one (1) entire week.

NOTE: **When maintenance periods are included in the contract for highways, bridges or similar structures, such periods shall be considered component parts of the contract.**

F. **Final Payment:** Upon completion of the Project by the Contractor and acceptance by the City's representatives of all work required of the Contractor for the Project, but not until thirty (30) days after completion of the notice, the amount due the Contractor pursuant to the Contract Documents shall be paid upon the presentation by the Contractor to the City's representative of the following:

1. A properly executed and duly certified voucher for payment, verified by architect, engineer or other City representative, including therewith evidence that all payrolls and all amounts due for labor and materials, other than claims for damages due to tort, have been fully paid and satisfied and there are no outstanding claims or demands associated with the work on the Project.
2. A release of all claims and claims of lien against the City from the Contractor and all major subcontractors (the City may waive the requirement for subcontractor releases) arising under and by virtue of the contract, on the form attached, duly executed by the Contractor and with the consent of the surety. The Contractor may specifically except claims of the Contractor from the operation of the release if specifically excepted therefrom in stated amounts and the reason therefor.
   The Contractor may with the consent of the City representative, if any subcontractor refuses to furnish such a release, furnish a bond with surety satisfactory to the City representative to indemnify against such claims.
3. Proof of publication of notice of completion including affidavit of publisher and a printed copy of the notice so published, as provided by law.
4. In accordance with Ala. Code §39-2-12(c), a non-resident contractor shall satisfy the City that he or she has paid all taxes due and payable to the State, the City and all applicable political subdivisions.

G. **Acceptance of Final Payment Constitutes Release:** The acceptance by the Contractor of the final payment shall release the City, the Engineer/Architect, as representatives of the City, and their officers, employees, agents, and subconsultants from all claims and all liability to the Contractor for all things done or furnished in connection with the Project, and every act of the City and others relating to or arising out of the work except claims previously made in writing and still unsettled. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from obligations under this Contract and the Performance Bond, Payment Bond, and other bonds, warranties and guarantees as herein provided.

ARTICLE VIII. WARRANTY AND GUARANTEES

A. **Warranty and Guarantee:**

1. Warranty: The Contractor warrants to the City and the Engineer/Architect that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all work, materials and equipment will be of good quality, free from fault and defects and in conformance with the contract documents. The work must be safe, substantial and durable construction in all respects. All work, materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Warranties shall commence to run from the date of substantial completion.

The work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Contractor hereby guarantees the Project and the work on the Project against defective materials or

faulty workmanship for a minimum of one (1) year after final payment by the City and shall replace or repair any defective materials or equipment or faulty workmanship during the period of guarantee at no cost to the City.

2. Guarantee: If, within the designated warranty period or if not designated, within one (1) year from the date of substantial completion, any of the work, materials or equipment is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of written notice from the City to do so, unless the City has previously specifically given the Contractor a written acceptance of such specific condition. This obligation shall survive termination of the Contract. The City shall give such notice promptly after discovery of the condition.

3. Roofing Guarantee: If the Project involves a roof on a building or other structure, then the Contractor shall execute and provide the Roofing Guarantee in the form attached hereto. The guarantee shall be delivered to the City and Engineer/Architect prior to final payment.

4. Termite Warranty: If the Project involves termite treatment as required in Article IV, then the Contractor shall furnish to the City a written warranty certifying that the applied soil poisoning treatment will prevent the infestation of subterranean termites and that if subterranean termite activity is discovered during the warranty period, Contractor shall re-treat the soil and repair or replace any damage caused by termite infestation. The warranty shall be for a period of five (5) years from the date of treatment signed by Applicator and Contractor.

B. **Correction of Defective Work During Warranty/Guarantee Period:** The Contractor hereby agrees to make, at his own expense and no cost to the City, all repairs or replacements necessitated by defects in materials or workmanship, provided under the terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 1 year after the date of substantial completion unless substantial completion is established by the Engineer/Architect only for specified items of equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents unless the City has previously given the Contractor a written acceptance of such defects. The Contractor shall promptly correct such defects upon receipt of a written notice from the City to do so. This obligation shall survive the termination of the Contract.

Unremedied defects identified for correction during the warranty period described herein before, but remaining after its expiration, shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the Project to an extended warranty period of 1 year after the defect has been remedied.

Repetitive malfunction of equipment shall be cause for equipment replacement and an extension of the guarantee period for the equipment to a date 1 year following acceptable replacement.

The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors or manufacturers of packaged equipment components.

The Contractor also agrees to hold the City and the Engineer/Architect and employees harmless from liability or damages, including the Engineer/Architect's and attorneys' fees, and cost and expenses of litigation of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written order for same from the City. If the Contractor fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the City may have the defective work corrected or the rejected work removed and replaced, and the Contractor and his Surety shall be liable for the cost thereof. The Contractor during the warranty period shall repair/replace as rapidly as possible any and all equipment, materials, etc., which are found to be defective. Should any items not be repaired/replaced within thirty (30) days from the time it is reported to the Contractor by the City, then the warranty period shall be extended on that item for a period equal to the time that the item has remained defective, incomplete, or inoperable as determined by the City. The Contractor must certify that the item has been corrected.

The City's rights under this Article shall be in addition to, and not a limitation of, any other rights and remedies available by law.

ARTICLE IX. LAWS, PERMITS, ETC.

A. Laws and Regulations/Royalties, Patents, Copyrights and Permits and Rights-of-Way: The Contractor shall comply with and keep itself fully informed of all laws, ordinances and regulations of federal, state, City and county in any manner effecting those engaged or employed in the Project, or the materials used in the Project, or in any way affecting the conduct of the Project, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. The Contractor shall possess all permits and licenses required by applicable law, rule or regulation for the performance of the Project. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, it shall forthwith report the same in writing to the Engineer/Architect. It shall at all times, itself, observe and comply with all such existing and future laws, ordinances and regulations.

The Contractor shall protect and indemnify the City, Engineer/Architect, and their respective employees, officers, subconsultants, and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. All permits, licenses, and inspection fees necessary for prosecution and completion of the Project shall be secured and paid for by the Contractor, unless otherwise specified.

The Contractor shall obtain and pay for all licenses and permits and shall pay all fees and charges for connection to outside service and the use of property required for the execution and completion of the Project.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and code requirements applicable in or bearing on the conduct of the Project unless in conflict with contract requirements. If the Contractor ascertains at any time that any requirements of the Contract is at variance with applicable laws, ordinances, regulations, or building code requirements, it shall promptly notify the Engineer/Architect and any necessary adjustment of the Contract will be made as herein specified under change in orders.

The Contractor shall pay all applicable federal, state and local taxes and assessments on the Project. Wherever the law of the place of building requires a special tax, consumer, use, occupation, or other tax, the Contractor shall pay such tax.

The Contractor shall pay all royalties and license fees. The Contractor shall hold and save the City and its agents and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the contract, including its use by the City.

To the extent that the Project has not been permitted or registered by the Engineer or City, the Contractor shall register or obtain any and all necessary National Pollutant Discharge Elimination System (NPDES) Permits required by USEPA or the Alabama Department of Environmental Management (ADEM) as well as any applicable storm water permits or registration for the construction of the improvements specified in the Contract Documents. The Contractor shall abide by all regulations and conditions relative to the permit or registration and attachments to the permit or registration, including but not limited to sampling and monitoring. The Contractor shall fulfill for the City all the requirements made upon the City by the permit(s) or registration.

The Contractor shall be fully responsible for all aspects of erosion and sediment control. The Contractor shall utilize whatever measures are necessary to prevent pollution or siltation due to his activities. As a minimum, the Contractor shall strictly comply with the erosion control methods referenced in the Alabama Soil and Water

Conservation Committee "Alabama Handbook for Erosion Control, Sediment Control, and Stormwater Management on Construction Sites and Urban Areas," latest edition (referred to as the "Alabama Handbook").

If the Contractor has information that any process, article or item specified or delineated by the Engineer/Architect is an infringement of a patent or a copyright, it shall promptly give such information to the Engineer/Architect.

B. Alabama Department of Transportation Rights-of-Way: If any portion of the Project involves work upon State right-of-way, the Contractor agrees to provide the Alabama Department of Transportation with a bond or certified check in the amount required, made payable to the Alabama Department of Transportation, to guarantee the faithful performance of the provisions of a permit and to guarantee that the Contractor shall maintain the work in a manner suitable to the Alabama Department of Transportation for a period of one (1) year. The Alabama Department of Transportation Bond Form must be used. At the end of one (1) year from the completion of this work, the Department of Transportation will return the certified check or bond to the applicant provided all provisions of this permit have been complied with. Otherwise, the Department of Transportation shall apply the certified check or bond to the cost of repairing the rights-of-way with State forces.

C. Tuscaloosa County Right-of-Way: If any portion of the Project involves work upon County right-of-way, the Contractor agrees to execute an application and file with Tuscaloosa County a bond or certified check in the amount required, made payable to Tuscaloosa County to guarantee the faithful performance of this provision of this work suitable to the County for a period of one (1) year. At the end of one year from the completion of this work, the County will return the certified check or bond to the applicant provided all provisions of this permit have been complied with. Otherwise, the County shall apply the certified check or bond on the cost of repairing the right-of-way with the County forces.

D. Storm Water Permit and Monitoring:

1. To the extent that the Project has not been permitted or registered by the Engineer or the City, and the Project is defined as an NPDES Construction Site per ADEM Admin. Code Chapter 335-6-12 (the Rule), the Contractor shall submit to the Alabama Department of Environmental Management (ADEM) a Notice of Registration (NOR) under the Rule for Storm Water Discharges during construction activities.
   The Contractor shall strictly adhere to all requirements of the NOR and the rule regardless of which party has obtained coverage.
2. Compliance with all provisions of ADEM Admin. Code Chapter 335-6-12 and this registration is required, including but not limited to, the preparation and implementation of a Construction Best Management Practices Plan (CBMPP) and any other plans as may be required, the regular maintenance of the Best Management Practices (BMPs) to the maximum extent practicable and the submittal of required reports. As required by the Rule, the Contractor shall retain a Qualified Credentialed Professional (QCP) to prepare the CBMPP and to certify that it was prepared in accordance with the requirements of the "Alabama Handbook" and the Rule.
3. This registration neither precludes nor negates an operator's responsibility or liability to apply for, obtain, or comply with other ADEM, federal, state, or local government permits, certifications, licenses, or other approvals.
4. The Contractor, unless application for registration has already been made, will be furnished a Storm Water NOR application package when the contract is awarded. The Storm Water NOR application package will include the following:
   a. Typical transmittal letter to ADEM.
   b. NOR applications filled out with Project information.
   c. Project area map.

d. Other data as required by the NOR for Tier 1 waters if applicable.

5. The Contractor will complete or furnish the following items and submit to ADEM within five working days of the receipt of the NOR application provided by the Owner.
   a. Information as outlined in the typical letter of transmittal, to the address indicated on the letter of transmittal, by registered mail or hand deliver.
   b. The "Alabama Department of Environmental Management (ADEM), Field Operations Division Storm Water Program" Notice of Registration (NOR); NOR shall be signed by a responsible official who is the operator, owner, the sole proprietor of a sole proprietorship, a general/controlling member or partner, or an executive officer of at least the level of vice-president for a corporation. Additionally, the QCP is required to sign the CBMPP certification part of the NOR.
   c. Determine applicable fee per ADEM Fee Schedule F and make check payable to: Alabama Department of Environmental Management for the NOR and submit to the Alabama Department of Environmental Management with the NOR application.
6. Application for the Storm Water Permit shall be made by the Contractor no later than five working days after receipt of application provided by Owner. The Contractor shall not commence any construction activities until ADEM has issued the authorization number for the Project.
7. a. Payment will be made to the Contractor for obtaining the storm water NOR as specified herein for the lump sum amount as shown in the bid schedule. If there is no line item for registration, obtaining the NOR shall be considered a subsidiary obligation of mobilization.
   b. Individual erosion and sediment control items shall be paid for at the unit prices as shown in the bid schedule. Routine inspections will be performed by the Owner's representative or Engineer to verify compliance with the CBMPP and the Rule shall be the Contractor's responsibility and shall be incidental to the storm water registration.
   c. If no individual erosion and sediment control items are included in the bid schedule the cost of these items shall be incidental to the lump sum amount as shown in the bid schedule for Storm Water Monitoring and Temporary Erosion and Sediment Control and payment shall be made pro rata as the Project progresses.

E. The Contractor shall perform all work in compliance with and as required by any State, Federal or Local registration, permit or license, the terms and conditions of which are adopted herein by reference. The Contractor agrees to indemnify and hold harmless the City, Engineer, and their respective officers, agents and employees from any fines, penalties, damages, claims, liability or judgment arising out of or in any manner associated with the Contractor's failure to perform work on the Project in strict accordance with all storm water registration, permit or license requirements.

ARTICLE X. MISCELLANEOUS CLAUSES

A. Notice and Service Thereof:

1. All notices, demands, requests, change orders, instructions, approvals and claims shall be in writing. Unless expressly otherwise provided elsewhere in this agreement, any election, notice or other communication required or permitted to be given under this agreement shall be in writing and deemed to have been duly given if provided in accordance with the provisions hereof.
2. Any notice to or demand upon the Contractor shall be in writing and shall be sufficiently given if addressed to the Contractor at the address stated herein and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to the Contractor at such address. It shall also be sufficient if such notice or demand be served upon the Contractor personally or its local representative in charge of the Project or delivered at his local office. The Contractor shall, from time to time,

designate to the City in writing any change of address to which such notice or demand shall be sent.

3. Any notice to or demand upon the City shall be in writing and shall be sufficiently given if delivered to the office of the City's representative or if addressed to the City representative and deposited in the United States mail in a sealed envelope with sufficient postage prepaid or delivered with charges prepaid to any telegraph company for transmission to such representative of the City.

B. City Representative: The City's representative on this Project is hereby designated as _____ _____ and whose address is _____. All references to Engineer or Architect shall be to the City representative if no Engineer or Architect is involved in the Project.

With a copy to: Glenda Webb, Esquire, City Attorney, Office of the City Attorney
City of Tuscaloosa, Post Office Box 2089, Tuscaloosa, Alabama 35403-2089
Telephone: (205) 248-5140, Facsimile: (205) 349-0328

C. Contractor Representative: The Contractor's representative on this Project is hereby designated as ____ _____ and whose address is _____.

D. 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.

E. Ownership of Contract Documents: The Contract Documents, and copies of parts thereof, are furnished and owned either by the City or the Engineer/Architect. All portions of the Contract Documents, and copies of parts thereof, are the instruments of service for this Project. They are not to be used on other work and are to be returned to the City on request at the completion of the Project. Any reuse of these materials without specific written verification or adaptation by the City will be at the risk of the user and without liability or legal expense to the City or Engineer/Architect. Such user shall hold the City, its officers, agents and employees harmless from any and all damages, including reasonable attorneys' fees, from any and all claims arising from any such reuse. Any such verification and adoption shall entitle the City to further compensation at rates to be agreed upon by the user and the City.

F. No Waiver of Rights: Neither the inspection by the City or the Engineer/Architect or any of their officers, employees, agents, or subconsultants, nor any order by the City for payment of money, nor any payment for, or acceptance of, the whole or any part of the Project by the City or Engineer/Architect, nor any extension of time or change order, nor any possession taken by the City or its employees, or non enforcement of any provision of this agreement by either party shall operate as a waiver of any provision of this agreement, or any power herein reserved to the City, or any right to damages, nor shall any waiver of any breach in this agreement be held to be a waiver of any other or subsequent breach. Acceptance or final payment shall not be final and conclusive with regards to latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the City's rights under any warranty.

G. Subletting or Assigning of Contract:

1. Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the agreement, his obligations, right, or interest therein, or its power to execute such agreement, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any duty or responsibility for the fulfillment of the agreement. A sale, conveyance or transfer of 50% or more of the stock or ownership of the Contractor shall be considered an assignment. Provided; however, in no event shall any portion of this agreement be assigned to an unsuccessful bidder whose bid was rejected because he or she was not a responsible or responsive bidder. Use of subcontracts up to a combined (total) value of 50 percent of the value of all work will not be construed as an assignment. Unless otherwise stipulated in the proposal or general conditions, the Contractor shall perform, with its own organization, work with the value not less than fifty (50) percent of the value of all work embraced in the contract.

2. Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

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

I. Final Integration: This Agreement 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.

J. 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.

K. 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.

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

M. 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.

N. 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.

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

P. 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.

Q. Liability of the City or City Officials. Notwithstanding any provision hereof to the contrary, the parties agree and acknowledge that the liability and obligations of the City, City officials or City 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 shall ever be personally liable for the performance of any obligations hereunder.

R. 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).

S. 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.

T. 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.

U. 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.

V. 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.

IN TESTIMONY WHEREOF, said Contractor has hereto affixed its signature and said City of Tuscaloosa has caused these presents to be executed by Walter Maddox, Mayor of the City of Tuscaloosa, and attested by the City Clerk, on the day and year first above written, in four counterparts, each of which shall, without proof or accounting for the other, be accepted as an original.

PARTY OF THE FIRST PART

_____
ATTEST

_____
Contractor

BY:_____
ITS:_____

CITY OF TUSCALOOSA, A MUNICIPAL CORPORATION/PARTY OF THE SECOND PART/CITY, OWNER

ATTEST:

_____
City Clerk

_____
Walter Maddox, Mayor

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

I, _____, a Notary Public in and for said State at Large, hereby certify that _____, who is named as _____, is signed to the foregoing document, and,

- ☐ Who is known to me, or
- ☐ Whose identity I proved on the basis of _____, or
- ☐ Whose identity I proved on the oath/affirmation of _____, a creditable witness to the signer of the above document

and that being informed of the contents of the document, he/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 _____, 20_____.

_____
Notary Public.

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)

Before me, the undersigned, a Notary Public in and for the State of Alabama, appeared Walter Maddox, Mayor of the City of Tuscaloosa and acknowledged that his signature is affixed hereto in his capacity as Mayor of the City of Tuscaloosa.

Done this the _____ day of _____, 20_____.

_____
Notary Public in and for the
State of Alabama at Large

My Commission Expires: _____

[END OF CONTRACT AGREEMENT OFFICE OF THE CITY ATTORNEY]

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS
SECTION SIX
PERFORMANCE BONDS
(2015)

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 has 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 _____, 20_____, 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 and save 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 _____, 20_____.

_____
Principal
By_____
Title

_____
Surety
ATTEST: By _____

_____ _____
Title

CITY OF TUSCALOOSA PUBLIC WORKS CONTRACT DOCUMENTS

SECTION SEVEN
LABOR AND MATERIAL BOND
(2015)

KNOWN ALL MEN BY THESE PRESENTS, that we, _____ (hereinafter called the "Contractor") of _____ 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 to be made in lawful money of the United States, we do hereby bind ourselves, or successors, assigns and personal representatives, jointly and severally, firmly by these presents.

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

WHEREAS: the City has 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 date of _____,20____, 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 said Principal and all subcontractors to whom any portion of the work provided for in said contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payment to all persons supplying him or them with labor, foodstuffs, or supplies for or in the prosecution of the work provided for in such contract, or in any amendment or extension of or addition to said contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on said bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

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

(b) In addition to any other legal mode of service, service of summons and other process in suits on this bond brought in Tuscaloosa County may be had on the Principal or the Surety in accordance with Title 27, Chapter 3, Section 24 of the Ala. Code (1975) by serving a copy of the summons and complaint or other pleading or process, with the Commissioner of Insurance of the State of Alabama or his/ her designee and the Principal and Surety agree to be bound by such mode of service above described and consents that such service shall be the same as personal service on the Principal or Surety.

(c) The Surety shall not be liable hereunder for any damages or compensation recoverable under any workmen's compensation or employer's liability statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This bond is given pursuant to the terms of Title 39, Chapter 1, Section 1 of the Ala. Code (1975), and all the provisions of law with reference to this character of bond as set forth in said section or as may hereinafter be enacted are hereby made a part hereof to the same extent as if set out herein in full.

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 _____, 20____.

_____
Principal

By: _____

_____
Title

_____
Surety

ATTEST:

By:_____

_____

_____
Title

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
Project No. _____

THIS Contractor's Release of Liens and Claims is made in accordance with that certain contract between the CITY OF TUSCALOOSA, ALABAMA, a Municipal Corporation, (hereinafter the "City") and _____ _____ _(hereinafter the "Contractor" or undersigned), for a project known as _____in regard to which the undersigned warrants and certifies to the City as follows:

1. That there are no amounts owed by the undersigned or any tier of subcontractor or supplier of the undersigned which could become the basis for a lien or suit against the properties of the Contractor or the property of the City or any funds held by or in the possession of the City in regard to the Project.

2. That the undersigned has satisfied all claims and indebtedness of every nature in any way connected with the work, including (but not limited to) all payrolls, amounts due to subcontractors, accounts for labor performed and materials furnished, incidental services, liens and judgments.

3. In consideration of the receipt by the undersigned from the City of final payment under the above mentioned contract, the undersigned hereby waives and relinquishes all liens and claims of lien which the undersigned may have against the aforesaid property or funds; and further, undersigned also hereby remises, releases and forever discharges the City, its officers, agents and employees, of any and all claims, demands and causes of action whatsoever which the undersigned has, might have or could have against the City by reason of or arising out of the above-mentioned contract. The undersigned further agrees to indemnify and hold the City, its officers, agents and employees harmless against any and all claims or demands from subcontractors or suppliers arising out of the aforementioned contract.

IN WITNESS WHEREOF, the undersigned has duly executed this release this the _____ day of _____ _____, 20_____.

CONTRACTOR:

_____

BY: _____
TITLE: _____

I, _____, after being duly sworn, depose and say as follows: That I am the _____of the _____ Corporation and hereby certify that I am duly authorized to execute this Contractor's Release of Liens and Claims.

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
Sworn to and subscribed before me on this
the _____ day of _____, 20_____.

_____
Notary Public

_____
CONSENT OF SURETY:

_____
SURETY

BY:_____
ATTORNEY-IN-FACT FOR SURETY

CITY OF TUSCALOOSA PUBLIC WORKS
ROOFING GUARANTEE
Project No. _____

Name of Project_____

Location _____

Owner _____City of Tuscaloosa_____

General Contractor_____

Address _____

Date of Acceptance _____Date of Expiration _____

1. The General Contractor does hereby certify to the City of Tuscaloosa that the roofing work included in this contract was installed in strict accordance with all requirements of the plans and specifications.

2. The General Contractor does hereby guarantee the roofing and associated work including all flashing, both composition and metal, against leaks due to faulty workmanship for a period of five (5) years and against leaks due to faulty or defective materials for fifteen (15) years, starting on the date of acceptance of the Project by the City.

3. Subject to the terms and conditions listed below, the General Contractor guarantees that during the Guarantee Period he will at his own cost and expense, make or cause to be made such repairs to, or replacements of said work, as are necessary to correct faulty and defective work and materials as are necessary to maintain said work in watertight conditions, and further, to respond on or within three (3) calendar days upon proper notification of leaks or defects by the City or Architect.

A. Specifically excluded from this Guarantee are damages to the work, other parts of the building and building contents caused by: Lightning, windstorm, hail storm and other unusual phenomena of elements; and, Fire. When the work has been damaged by any of the foregoing causes, the Guarantee shall be null and void until such damage has been repaired by the General Contractor, and until the cost and expense thereof has been paid by the City or by the responsible party so designated.

B. During the Guarantee Period, if the City allows alteration of the work by anyone other than the General Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on the roof, this Guarantee shall become null and void upon the date of said alterations. If the City engages the General Contractor to perform said alterations, the Guarantee shall not become null and void, unless the General Contractor, prior to proceeding with said work, shall have notified the City in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this Guarantee.

C. Future building additions will not void this guarantee, except for that portion of the future addition that might affect the work under this contract at the point of connection of the roof areas, and any damage caused by such addition. If this contract is for roofing of an addition to an existing building, then this guarantee covers the work involved at the point of connection with the existing roof.

D. During the Guarantee Period, if the original use of the roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Guarantee shall become null and void upon the date of said change.

E. The City shall promptly notify the General Contractor of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for the General Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration.

IN WITNESS THEREOF, this instrument has been duly executed this the___ day of _____, 20___.

_____
General Contractor's Authorized Signature
NAME AND TITLE _____

CITY OF TUSCALOOSA
ASBESTOS AFFIDAVIT
Project No. _____

DATE: _____

BUILDING OWNER: _____

_____

_____

PROJECT: _____

_____

TO WHOM IT MAY CONCERN:

The undersigned certifies that to the best of his knowledge, no products containing asbestos have been included in the construction of the captioned Project. Special care was exercised to avoid asbestos-containing products, including reviewing product data sheets, reviewing product labels, and visually verifying products in the field. Special care to avoid asbestos has been used in the selection, purchase, and installation of products, including, but not limited to, the following: concrete, batt insulation, roof insulation, building felts, mastics, waterproofing products, adhesives, resilient flooring products, ceiling tiles, interior coatings, exterior coatings, roofing, pipe insulation, duct insulation, and pre-assembled items of equipment.

Respectfully submitted,

_____
Signature

_____ _____
Typed Name Title

_____
Firm Name

_____
Address

_____

Sworn to and subscribed before me on this the _____
day of _____, 20_____.

_____ _____
Notary Public. County, State

My Commission Expires:

_____

PROJECT NAME_____

_____

PROJECT NO. _____

CONTRACTOR/INSURED _____

_____

STATE OF ALABAMA)
)
TUSCALOOSA COUNTY)

AGENT'S VERIFICATION OF CONTRACTOR'S INSURANCE

This is to certify to the City of Tuscaloosa, Alabama, a Municipal Corporation, that the Contractor in the above referenced Project does possess a policy or policies of insurance reflected on the Certificate of Insurance issued for the Project by the undersigned agency of which I am an authorized representative. I have read the contract document as it relates to insurance requirements and said Contractor's insurance is effective as of the dates stated in the certificate and meets or exceeds all ratings, limits, and amounts as required by the same.

This the _____ day of _____, 20_____.

AGENCY: _____

_____

_____

BY: _____

ITS: _____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)

NOTICE OF CONDITIONAL BID AWARD
CITY OF TUSCALOOSA, ALABAMA

VIA FACSIMILE: _____
TO: _____
_____
_____

Project Name:_____
Project Number:_____
Date:_____

You are here notified pursuant to Ala. Code §39-2-6 (1975), that the City of Tuscaloosa has made a conditional bid award to you in regard to the above-referenced Project based upon your proposal of $_____ _____.

The above bid award ☐ Does ☐ Does Not include the following additive and/or deductive alternates as requested in the bid documents:

Additive Alternates		**Deductive Alternates**	
1._____	($_____)	1. _____	($_____)
2._____	($_____)	2. _____	($_____)
3._____	($_____)	3. _____	($_____)

Pursuant to Ala. Code §39-2-8 (1975), you are required to enter into a written contract on the form included in the proposal, plans and specifications, furnish a performance bond and a payment bond executed by a surety company authorized and qualified to make such bonds in the State of Alabama, in the amount required in the bid documents, and present evidence of insurance also as required by the bid documents, within the period of time stated therein or, if no period of time is stated, within thirty (30) days after the prescribed forms have been presented to you for signature.

Pursuant to Ala. Code §39-2-11 (1975), if you fail to execute the contract and furnish acceptable contract securities and evidence of insurance as required by the bid documents within the period of time as set forth, the awarding authority may retain all or a part of the proposal guarantee and may award the contract to the second lowest responsible responsive bidder. Under such circumstances, the owner will be entitled to consider all rights arising out of its acceptance of your proposal as abandoned.

DONE this _____ day of _____, 20____.

CITY OF TUSCALOOSA, ALABAMA
A MUNICIPAL CORPORATION
Post Office Box 2089
Tuscaloosa, Alabama 35403-2089

By:_____
City's Representative/Engineer/Architect

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor, do hereby accept receipt of the above notice of conditional bid award and acknowledge the contents of the same on this the _____ day of _____ 20____.

CONTRACTOR:

_____
By its:_____

STATE OF ALABAMA)
TUSCALOOSA COUNTY)
CITY OF TUSCALOOSA)

NOTICE TO PROCEED WITH PUBLIC WORKS PROJECT
CITY OF TUSCALOOSA, ALABAMA

Project Name:_____
Project No.: _____
Date: _____

TO: _____

_____

_____

Pursuant to Ala. Code §39-2-10 (1975), you are hereby notified to immediately commence work in full accordance with the terms and conditions of the Contract Documents in the above referenced Project, dated _____, 20_____, on or before _____, 20_____, and you are to complete the work within the time specified therein.

CITY OF TUSCALOOSA, ALABAMA
A MUNICIPAL CORPORATION
Post Office Box 2089
Tuscaloosa, Alabama 35403-2089

By:_____
City's Representative

ACCEPTANCE OF NOTICE

I, on behalf of the above named contractor, do hereby accept receipt of the above notice to proceed with the referenced Project and acknowledge the contents of the same on this the ____ day of _____ 20____.

CONTRACTOR:

_____

By Its:_____

CONTRACT CHANGE ORDER NO.

City of Tuscaloosa, Office of the City Attorney

DATE: _____ **PROJECT:** _____

TO: _____
(Contractor)

TERMS: You are hereby authorized, subject to the provisions of your Contract for this Project, to make the following changes thereto in accordance with the attached Change Order Request and supporting documents and to:

FURNISH the necessary labor, materials and equipment to:

_____
_____
_____
_____
_____

TOTAL ADDITION OR REDUCTION TO CONTRACT PRICE:

(Note: Numbers in parentheses are deductions).

ORIGINAL CONTRACT PRICE	$_____
LESS CONTINGENCY/ALLOWANCE	$_____
NET ORIGINAL CONTRACT PRICE	$_____
Net total of previous Change Orders	$_____
Previous revised Contract Price	$_____
This Change Order No. _____ ☐Add ☐Deduct	$_____
Revised Contract Price this date	$_____

Extension of time resulting from this Change Order _____ (Indicate number of calendar days).

The amount of this Change Order will be the responsibility of _____

This Contract Modification constitutes full and mutual accord and satisfaction for all time and all cost related to this change. By acceptance of this Contract Modification, the Contractor hereby agrees that the modification represents an equitable adjustment to the Contract, and further, agrees to waive all right to file any further claims or changes arising out of or as a result of this change, or the accumulation of executed Contract Modifications on this Contract.

The Contractor and Owner(s) hereby agree to the terms of this Change Order as contained herein.

CONSENT OF SURETY

_____
(Company)

By: _____

CONTRACTING PARTIES

_____
(Contractor)

By: _____
(Authorized Representative)

RECOMMENDED

By: _____

_____
(Design Engineer or Architect)

CITY OF TUSCALOOSA

By: _____
(Mayor)

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY

CHANGE ORDER REQUEST

OWNER: CITY OF TUSCALOOSA

ARCHITECT/ENGINEER: _____

CONTRACTOR: _____

PROJECT: _____

CHANGE ORDER REQUEST NO. _____ **DATE:** _____

---

1. DESCRIPTION OF CHANGE:

2. CHANGE ORDER COSTS: _____

Proposal Attached _____ **Cost Estimated/Proposal Required**

Item	*Quantity*	*Material Unit Price*	*Labor (Hours)*	*Labor Unit Price*	*Sub-Total Cost*
a.					
b.					
c.					
d.					
e.					
f.*					
				TOTAL:	

*If more than 6 items, provide attachments.

3. INSTITUTED BY:

4. JUSTIFICATION OF NEED:

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

---

6. COSTS REVIEW:

---

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- ☐ Minor change of a total monetary value less than required for competitive bidding.
- ☐ Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- ☐ Emergencies arising during the course of work.
- ☐ Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- ☐ Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

---

8. EXTENSION OF TIME REQUESTED: Calendar Days:

RECOMMENDED:

BY:_____
Tuscaloosa's Consulting Engineer/Architect

BY:_____
City Representative

APPROVED:

BY:_____
Contractor

BY:_____
Owner's Legal Advisor

BY:_____
Owner's Authorized Representative

STATE OF ALABAMA)
COUNTY OF TUSCALOOSA)
CITY OF TUSCALOOSA)

LEGAL NOTICE
NOTICE OF COMPLETION OF PUBLIC WORKS PROJECT
(Over $50,000)

Pursuant to Ala. Code §39-1-1 (1975), notice is hereby given that

_____ has completed its contract with
(Name of Company)

the City of Tuscaloosa, Alabama, for the _____
(Name of Project)

located at _____. This notice will be
(Location of the Project)

published for a period of four (4) successive weeks beginning: _____
(Date)

A final settlement will not be made upon the contract until the expiration of thirty (30) days after completion of notice. Any person or firm having claims on said Project for materials or labor should contact the above contractor at:

_____

_____
(Address of Contractor)

in the time and manner as required by law.

CITY OF TUSCALOOSA
OFFICE OF THE CITY ATTORNEY
P. O. BOX 2089
TUSCALOOSA, ALABAMA 35403

DATED: _____

CITY OF TUSCALOOSA
SPECIAL CONDITIONS FOR
FEDERALLY FUNDED CONTRACTS

I. DEFINITIONS

"Construction Contract" means a contract for construction, rehabilitation, alteration, and/or repair, including painting and decorating.

Contractor" means an entity that has entered into an agreement with the local government for the performance of specific work on a project or activity, the provision of professional services, or for the supply of equipment and/or materials.

"_____" means _____ (Federal Agency).

"Local Government" means the City of Tuscaloosa.

"Program" means the _____ (Federal Program) operated under the provisions of _____

"Projects/Activities" means those undertakings which are included in the Program and are funded wholly or in part by _____

"Project Area" means the corporate limits of the City of Tuscaloosa.

"Subcontractor" means a person, firm or corporation supplying services or labor and materials or only labor or only materials for work at the site of the project, for and under contract or agreement with the Contractor.

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 functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in this contract, and the Contractor shall take appropriate steps to assure compliance.

B. The Contractor agrees that it will incorporate into every subcontract required in writing the following provision: Interest of Contractor and Employees. The Contractor agrees that no person who presently exercises any functions or responsibilities in connection with the program, has any personal financial interest, direct or indirect, in this contract. The Contractor further covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder.

The Contractor 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 Contractor or his employees must be disclosed to the City. Provided, however, that this paragraph shall be interpreted in such a manner so as not 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:** During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. 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, national origin, age, or disability. 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 compensations; and selection of training, including apprenticeship. The Contractor 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 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

3. The Contractor will send to each labor union or representative of workers with which he has collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. The Contractor 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.

6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations, or orders, this agreement may be canceled, terminated, or suspended in whole or in part and the Contractor 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.

7. The Contractor will include the provisions of paragraph 1 through 6 above in every 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 Contractor will take such action with respect to any subcontract or purchase order as may be directed as a means of enforcing such provisions, including sanctions for noncompliance: Provided however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City, the Contractor may request the local government to enter into such litigation to protect the interests of the local government.

8. The Contractor agrees that it will assist and cooperate actively with the local government and the Secretary of Labor in obtaining the compliance of 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.

9. The Contractor further agrees that it will refrain from entering into any contract or contract

modification 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 Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor.

10. Non-segregated Facilities. The Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Contractor covenants that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, 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, or national origin, because of habit, local custom, or otherwise.

11. No person in the United States shall, on the ground of race, color, religion, sex, or national origin, 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 and each employer will comply with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964.

12. The Contractor shall maintain data which records its affirmation 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 - CONSTRUCTION CONTRACTS ONLY

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.

V. 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.

VI. FINANCIAL MANAGEMENT: The Contractor shall maintain effective control over and accountability for all funds, property, and other assets that are provided for by this agreement. The Contractor 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 loses 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 Contractor 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 Contractor'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 Contractor shall maintain a code or standard of conduct 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.
2. All procurement transactions regardless of whether negotiated or advertised and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.

VII. GENERAL REQUIREMENTS

A. Retention of Records. All records maintained by the Contractor that pertain to this agreement shall be retained by the Contractor for a period of three years or such longer period as the local government or HUD may require in specific cases.

B. Reports and Information. The Contractor, 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 Comptroller General of the United States, and/or _ _____ (Federal Agency), or any of the duly authorized representatives shall have access to all tasks, accounts, records, reports, files and other papers or property of the Contractor pertaining to funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts. The Contractor's financial management system shall be audited at least once a year. Audits may be made at less frequency considering the nature, size and complexity of the activity. The Contractor shall implement a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

D. Breach of Contract Terms and Conditions. In the event of the Contractor's noncompliance with the terms and conditions of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part. Provided, that the right of the Contractor to proceed with this contract shall not be terminated or the Contractor charged with liquidated damages because of delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted, to acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten days from the beginning of any such delay notify the City in writing of the cause of the delay. The City shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in the City's judgment, the findings of fact justify such an extension, and the City's findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal, within thirty days, by the Contractor to the City whose decision on such appeal as to the facts of delay and the extension of time for completing the work shall be final and conclusive on the parties hereto.

E. 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.

F. 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.

G. Subcontracts. The Contractor 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.

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.

VIII. <u>ADECA-FUNDED CONTRACTS:</u> The Contractor shall include the following provisions in all construction contracts funded by the Alabama Department of Economic and Community Affairs (ADECA). For all ADECA-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.

A. <u>Section 109 Clause, Housing and Community Development Act of 1974</u>. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

B. <u>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding $10,000).</u> 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 (Insert Goals)	Goals for Female Participation (Insert Goals)

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.

C. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

1. The work to be performed under this Contract is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of this commitment under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

D. Section 402 Veterans of the Vietnam Era (if $10,000 or over). Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.

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. Certification of Compliance with Air and Water Acts (applicable to Federally assisted construction contracts and related subcontracts exceeding $100,000). Compliance with Air and Water Acts. 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.

F. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

G. 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.

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

IV. DISASTER RECOVERY FUNDED CONTRACTS: The Contractor shall include the following provisions in all Disaster Recover (DR) funded construction contracts. For all DR-funded construction contracts, in the event the provisions contained in this section conflict with provisions contained elsewhere in this document, the provisions contained in this section shall prevail.

A. The Contractor 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.

B. ADA Compliance. The Contractor hereby covenants and agrees that, in performing its responsibilities and obligations hereunder, the Contractor, 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 Contractor 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.

C. 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. Contractor agrees to send to each labor organization or representative of workers with which the Contractor 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. Contractor 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. Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. Contractor will certify that any vacant employment positions,

including training positions, that are filled (1) after Contractor 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 Contractor'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.

D. 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).

E. 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).

F. 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.

G. 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."

H. 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 Developer is encouraged to adopt corresponding goals to those of the City's Minority / Disadvantaged Business Enterprise ("MBE/DBE/WBE") Program.

I. 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.

J. 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.

ST: EXC-01
6/14

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION

P.O Box 327710 • Montgomery, AL 36132-7710

Application For
Sales and Use Tax Certificate of Exemption

FOR GOVERNMENT ENTITY PROJECT

This Certificate of Exemption will be limited to purchases which qualify for an exemption of sales and use taxes pursuant to Rule No. 810-6-3-.77

PROJECT INFORMATION:

PROJECT NAME			PROJECT OWNER'S FEIN (EXEMPT ENTITY)
STREET ADDRESS OF PROJECT (CITY AND COUNTY INCLUDED)	CITY	ZIP	COUNTY

APPLICANT'S INFORMATION:

RELATION: (CHOOSE ONE)	NAICS CODE
☐ Exempt Entity ☐ General Contractor ☐ Sub-Contractor	
APPLICANT'S LEGAL NAME	FEIN
DBA	CONSUMER'S USE TAX ACCOUNT NUMBER
MAILING ADDRESS	
CONTACT PERSON	BUSINESS TELEPHONE NUMBER ( )
ESTIMATED START DATE	ESTIMATED COMPLETION DATE
REASON EXEMPTION IS CLAIMED	
JOB DESCRIPTION	
WILL ANY POLLUTION CONTROL EXEMPTION BE APPLICABLE? ☐ Yes ☐ No	ESTIMATED POLLUTION CONTROL COST $

TOTAL BID AMOUNT	LABOR COST	MATERIAL COST
$	$	$

PROJECT NAME	PROJECT OWNER'S FEIN (EXEMPT ENTITY)

FORM OF OWNERSHIP:

☐ Individual ☐ Partnership ☐ Corporation ☐ Multi member LLC ☐ Single member LLC

If applicant is a corporation, a copy of the certified certificate of incorporation, amended certificate of incorporation, certificate of authority, or articles of incorporation should be attached. If the applicant is a limited liability company or a limited liability partnership, a copy of the certified articles of organization should be attached.

OWNERSHIP INFORMATION:

Corporations – give name, title, home address, and Social Security Number of each officer.

Partnerships – give name, home address, Social Security Number or FEIN of each partner.

Sole Proprietorships – give name, home address, Social Security Number of owner.

LLC – give name, home address, and Social Security Number or FEIN of each member.

LLP – give name, home address, and Social Security Number or FEIN of each partner.

_____

_____

_____

_____

_____

_____

NAME *(PLEASE PRINT)* _____ SIGNATURE _____

TITLE _____ DATE _____

REVENUE DEPARTMENT USE ONLY

Examiner's Remarks _____

_____

_____

_____

Examiner _____ Date _____

Supervisor's Recommendation _____

_____

_____

Supervisor _____ Date _____

Instructions For Preparation of Form ST: EXC-01
Sales and Use Tax Certificate of Exemption for Government Entity Project

In order to expedite the processing of your application, please include the following documentation when submitting your application:

Exempt Entity:
1. Signed Application
2. Copy of Executed/Signed Contract and/or Letter of Intent

General Contractor:
1. Signed Application
2. Copy of Executed/Signed Contract and/or Letter of Intent
3. List of Sub-Contractors
4. Alabama Board of General Contractor's License
5. State/County Business License (usually obtained through county probate office)
6. Any other municipal business licenses associated with the project

Sub-Contractor:
1. Application
2. Alabama Board of General Contractor's License
3. State/County Business License (usually obtained through county probate office)
4. Any other municipal business licenses associated with the project
5. List of Sub-Contractors (if any)

General contractors and sub-contractors:
Any updates regarding the sub-contractors working on a project, additions and/or deletions, must be submitted to the Department within 30 days of occurrence.

If an extension is needed for a project, please contact the Department of Revenue at the address, numbers, or emails listed below.

THERE IS A FILING REQUIREMENT IF YOUR APPLICATION IS APPROVED. The return will be filed through the Consumer's Use Tax account. If you do not currently have a Consumer's Use Tax account, one will be opened for you. The return should be filed every filing period that the Contractor's Exemption Certificate is active/open and should include the Project No., Exemption No., and the total amount of purchases for the filing period. If there is no product purchased with the exemption certificate, then a zero return must be filed for the period. There is a requirement of one entry for each exemption certificate that is active for each filing period. The information associated with the Contractor's Exemption Certificates is input at the bottom of the return.

The application and applicable documentation may be mailed, faxed, or emailed to the following:

Fax: (334) 353-7867

Emails: amber.hartley@revenue.alabama.gov brenda.wallace@revenue.alabama.gov

Mailing Address: ATTN: Contractor's Exemption
Alabama Dept. of Revenue
Sales & Use Tax Division - Room 4303
PO Box 327710
Montgomery, AL 36132-7710

Exhibit A

THE CITY OF TUSCALOOSA
MINORITY ENTERPRISE/DISADVANTAGED BUSINESS ENTERPRISE
(MBE/DBE/WBE) POLICY FOR PUBLIC WORKS PROJECTS OVER $50,000

General Mission Statement

THE CITY OF TUSCALOOSA (hereinafter, "City") 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 in the City 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 enterprise (hereinafter sometimes "MBE/DBE/WBE") 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.

Program Goals

It is the goal of this program:

- To ensure non-discrimination in the award and administration of City contracts.
- To help to remove barriers to the participation of DBE/MBE/WBE's in competing for City contracts.
- To ensure a level playing field exists on which DBE/MBE/WBE's can compete fairly for City contracts.

Definition

1. "Minority Business Enterprise" ("MBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is at least fifty-one percent (51%) owned and controlled by an African American, or Black American.

2. "Women-owned Business Enterprise" ("WBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is at least fifty-one percent (51%) owned, operated and controlled on a daily basis by one or more female American citizens.

3. "Disadvantaged Business Enterprise" (DBE") means a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned by a majority of persons who are United States citizens or permanent resident aliens (as defined by the Immigration and Naturalization Service) of the United States, and who are Asian, Black, Hispanic or Native Americans, according to the following definitions:

"Asian" – means persons having origins in any of the original people of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

"African American" or "Black American" means persons having origins in any black racial group of Africa.

"Hispanic" means persons of Spanish or Portuguese culture with origins in Mexico, South of Central America, or the Caribbean Islands regardless of race.

"Native American" means persons having origins in any of the original peo9ple of North America, including American Indians, Eskimos and Aleuts.

Equal Business Opportunity

It is the policy of the City to promote full and equal business opportunities for all persons doing business with the City, regardless of race, sex or national origin. It is the ultimate goal of this policy to promote an equitable business climate district. The City will seek to increase minority and women participation for contracts that require formal bids. These efforts will be for contracts above $50,000 as allowed by the Alabama Public Works law. These efforts are designed to help prevent discrimination against minorities and disadvantaged businesses and promote more completion among vendors, suppliers, and contractors of the City of Tuscaloosa.

The City has established a goal of ten to twenty percent (10-20%) of the total construction related expenditures to be provided by minority and disadvantaged business enterprises. While the policy provides for voluntary participation by the City and is dependent upon race-neutral and gender-neutral considerations, contractors are encouraged to comply with the City's policy. The City of Tuscaloosa shall periodically review the policy, including race/gender-neutral remedies, to determine its effectiveness.

Good Faith Effect

The City require contractors to demonstrate a good faith effort to attain the goal of 10-20% participation of MBE/DBE/WBE's in all levels of the Public Works contracting process. Contractors shall document their efforts to obtain minority and disadvantaged business participation in the bid documents. Contractors should note that failure to document a good faith effort to the satisfaction of the City may subject the contractor to bid rejection for non-responsiveness.

The following process shall constitute a good faith effort under the City's policy:

(1) Contractors deciding to bid on a City project shall submit the MBE/DBE/WBE Documentation Statement and Acknowledgement (Form1). Submission of Form 1 confirms the commitment of the contractor to participate in the inclusion effort for the project. Form 1 must be submitted to the City of Tuscaloosa Recovery Operations Department no later than seven (7) days prior to the bid, or at the pre-bid conference, whichever is earlier. The City reserves the right to modify the submittal deadline as-needed.

(2) Contractors shall submit MBE/DBE/WBE Bid Solicitation Notice (Form 2). Form 2 must be submitted to the City of Tuscaloosa Recovery Operations Department no later than seven (7) days prior to the bid, or at the pre-bid conference, whichever is earlier. The City reserves the right to modify the submittal deadline as-needed.

(3) Contractors shall submit a brief plan for achieving the stated MBE/DBE/WBE Participation Goal for his/her trade (Form 3). Form 3 must be submitted in the contractor's sealed bid.

(4) Contractor shall submit a listing of all MBE/DBE/WBE contractors that submitted bids **(Form 4)**. Form 4 must be submitted in the contractor's sealed bid. (Note: In the event a MBE/DBE/WBE contractor submits a bid after the general contractor has sealed the bid, contractors should write on the envelope the name(s) and scope of work of the MBE/DBE/WBE contractor who submitted the bid.)

(5) Contractors shall be required to work in cooperation with the City in the implementation of this program. Failure to do so, in the discretion of the City, may result in a rejection of bid due to non-responsiveness.

Following compliance with item (5) above, submission of Form 1, Form 2, Form 3, and Form 4 at the above-prescribed times shall satisfy the good faith effort requirement. Failure to do so may result in rejection of bid due to non-responsiveness.

Additional Administrative Requirements/Procedure

(1) Once a tentative contract award has been made, the successful contractor shall submit a list of all MBE/DBE/WBE firms the contractor proposes to utilize during the execution of the contract **(Form 5)**. In addition, the contractor shall include on Form 5 all firms that the major subcontractors propose to utilize.

(2) If the successful contractor will be subcontracting less than the started percentage goal, the Contractor must complete a "MBE/DBE/WBE Unavailability Certification" **(Form 6)**. Form 6 is due once a tentative contract award has been made.

(3) Contractors shall obtain the listing of certified MBE/DBE/WBE business by contacting the City of Tuscaloosa Recovery Operations Department to assist in soliciting MBE/DBW/WBE participation for the project.

(4) Contractors shall not be required to use a MBE/DBE/WBE subcontractor who cannot display reasonable technical and financially qualifications to perform the work in question.

(5) In addition to the above requirements, contractors should note that the City reserves the right to periodically audit payroll records to ensure compliance with the program. The City employs the services of a Compliance Director.

(6) Upon completion of the project and prior to release of retainage or final payment, the contractor shall submit a Project Closeout Report **(Form 7)** that includes final accounting of all MBE/DBE/WBE firms utilized on the project.

(7) On a monthly basis, contractors shall submit updated MBE/DBE/WBE reports (Monthly Report Form) to identify any changes in MBE/DBE/WBE firm utilization **(Form 8)**. Contractors shall submit Form 8 directly to the City of Tuscaloosa Recovery Operations Department.

Race/Gender – Neutral Remedies

The City recognizes that race/gender – neutral remedies may be effective tools used to increase MBE/DBE/WBE participation. Therefore, the City will continue to explore these remedies. The remedies will include, but will not be limited to, the following:

1. Technical assistance techniques to identify and increase the participation of MBE/DBE/WBE's in the City's contracting, subcontracting and purchasing opportunities.
2. Continuation of the certification process.

The City will periodically review the success of these measures in order to determine the extent to which the measures provide equitable access to the City's contracting, subcontracting and purchasing opportunities.

The City has determined that this policy complies with all applicable local, state and national laws concerning the contracting and purchasing process. The City shall not sacrifice product quality for lower pricing, but shall make all awards in accordance with applicable law. It shall be the primary responsibility of the City to insure that this policy is followed, and that all actions regarding the contracting and purchasing process comply with all applicable statues as well as the defined goals relative to MBE/DBE/WBE participation on all construction projects.

Contact Information:

City of Tuscaloosa Recovery Department
Robin Edgeworth, Director
(205) 248-5725
redgeworth@tuscaloosa.com

Form 1 (one page)
Documentation Statement and Acknowledgement

(Due no later than seven (7) days prior to the bid, or at the pre-bid conference, whichever is earlier)

PROJECT NAME:_____

The City of Tuscaloosa has adopted a program to encourage the participation of Minority Business Enterprises/Disadvantaged Business Enterprises (MBE/DBE/WBE) on its public works construction projects. The signed statement serves as a commitment by the undersigned company to comply with this program as outlined by the City, relative to the involvement of MBE/DBE/WBE firm in City guidelines.

The undersigned Company will adhere to City program guidelines set forth to utilize MBE/DBE/WBE businesses in all construction projects, and all program forms (1-8) have been reviewed and understood.

Company Representative (Signature)	Date
Company Representative (Printed)	Title
Company Name	Telephone Number
City, State, Zip	Fax Number

Form 2 (6 pages)
Bid Solicitation Notice

(Due no later than seven (7) days prior to the bid, or at the pre-bid Conference, whichever is earlier)

_____

BID DATA

1. GENERAL CONTRACTOR:_____

   ADDRESS: _____

   _____

   CONTACT (S):_____

   PHONE:_____

   FAX:_____

   E-MAIL:_____

2. OWNER:_____

3. NAME OF PROJECT:_____

4. SCHEDULE PRE-BID MEETING

   DATE/TIME: _____
   LOCATION: _____

5. DATE/TIME FOR RECEIPT OF BIDS:_____

6. SCHEDULE BID OPENING

   DATE/TIME:_____
   LOCATION:_____

7. ESTIMATED JOB START DATE:_____

8. ESTIMATED COMPLETION DATE:_____

PROJECT: _____

_____

LOCATION: _____

BID DATE: _____

GENERAL CONTRACTOR CONTACT:

NAME_____

ADDRESS: _____

_____

TELEPHONE: ( ) _____

FAX: ( ) _____

EMAIL: ( ) _____

_____

DEADLINE FOR PROPOSALS

_____

DATE/TIME

* Estimated Contract Opportunity Value:
(1) 0-25,000 (2) 25,000-50,000 (3) 50,000-100,000 (4) 100,000 - 500,000 (5) over 500,000

DIVISION 02 – EXISTING CONDITIONS
(1) (2) (3) (4) (5) *

[___] 02 21 SURVEYS
[___] 02 32 GEOTECHNICAL INVESTIGATIONS
[___] 02 41 DEMOLITION
[___] 02 42 REMOVAL and SALVAGE of CONSTRUCTION MATERIALS
[___] 02 43 STRUCTURE MOVING
[___] 02 56 SITE CONTAINMENT
[___] 02 65 UNDERGROUND STORAGE TANK REMOVAL
[___] 02 81 TRANSPORTATION and DISPOSAL of HAZARDOUS MATERIALS
[___] 02 82 ASBESTOS REMEDIATION
[___] 02 83 LEAD REMEDIATION
[___] 02 85 MOLD REMEDIATION
[___] 02 91 CHEMICAL SAMPLING, TESTING and ANALYSIS
[___] 02 __ _____
(Please fill-in other opportunity)

DIVISION 3 - CONCRETE (1) (2) (3) (4) (5)
[___] 03 01 MAINTENANCE OF CONCRETE
[___] 03 11 CONCRETE FORMING
[___] 03 15 CONCRETE ACCESSORIES
[___] 03 21 REINFORCING STEEL
[___] 03 22 WELDED WIRE FABRIC REINFORCING
[___] 03 30 CAST–IN-PLACE CONCRETE
[___] 03 31 STRUCTURAL CONCRETE
[___] 03 35 CONCRETE FINISHING
[___] 03 37 SPECIALTY PLACED CONCRETE
[___] 03 39 CONCRETE CURING
[___] 03 41 PRECAST STRUCTURAL CONCRETE
[___] 03 45 PRECAST ARCHITECTURAL CONCRETE
[___] 03 47 SITE-CAST CONCRETE
[___] 03 62 NON-SHRINK GROUTING
[___] 03 63 EPOXY GROUTING
[___] 03 81 CONCRETE CUTTING
[___] 03 82 CONCRETE BORING
[___] 03 __ _____
(Please fill-in for other opportunity)

DIVISION 4 - MASONRY (1) (2) (3) (4) (5)
[___] 04 21 CLAY UNIT MASONRY
[___] 04 22 CONCRETE UNIT MASONRY
[___] 04 23 UNIT MASONRY PANELS
[___] 04 30 MULTIPLE-WYTHE MASONRY
[___] 04 43 STONE MASONRY
[___] 04 57 MASONRY FIREPLACES
[___] 04 71 MANUFACTURED BRICK MASONRY
[___] 04 73 MANUFACTURED STONE MASONRY
[___] 04 __ _____
(Please fill-in for other opportunity)

DIVISION 5 - METALS (1) (2) (3) (4) (5)
[___] 05 12 STRUCTURAL STEEL FRAMING
[___] 05 14 STRUCTURAL ALUMINUM FRAMING
[___] 05 15 WIRE ROPE ASSEMBLIES
[___] 05 21 STEEL JOIST FRAMING
[___] 05 31 STEEL DECKING
[___] 05 35 RACEWAY DECKING ASSEMBLIES
[___] 05 41 STRUCTURAL METAL STUD FRAMING
[___] 05 42 COLD-FORMED METAL JOIST FRAMING
[___] 05 44 COLD-FORMED METAL TRUSSES
[___] 05 51 METAL STAIRS
[___] 05 52 METAL RAILINGS
[___] 05 53 METAL GRATINGS
[___] 05 55 METAL STAIR TREADS & NOSING
[___] 05 56 METAL CASTINGS
[___] 05 58 FORMED METAL FABRICATIONS
[___] 05 71 DECORATIVE METAL STAIRS
[___] 05 73 DECORATIVE METAL RAILINGS
[___] 05 75 DECORATIVE FORMED METAL
[___] 05 __ _____
(Please fill-in for other opportunity)

DIVISION 6 – WOODS, PLASTICS & COMPOSITES
(1) (2) (3) (4) (5)

[___] 06 11 WOOD FRAMING

[___] 06 12 STRUCTURAL PANELS
[___] 06 15 WOOD DECKING
[___] 06 16 SHEATING
[___] 06 17 SHOP FABRICATED STRUCTURAL WOOD
[___] 06 22 MILLWORK
[___] 06 25 PREFINISHED PANEL
[___] 06 26 PANELING
[___] 06 43 WOOD STAIRS & RAILINGS
[___] 06 44 ORNAMENTAL WOODWORK
[___] 06 48 WOOD FRAMES
[___] 06 __ _____
(Please fill-in for other opportunity)

DIVISION 7 – THERMAL & MOISTURE PROTECTION {1} {2} {3} {4} {5}
[___] 07 11 DAMPPROOFING
[___] 07 12 BUILT-UP BITUMINOUS WATERPROOFING
[___] 07 13 SHEET WATERPROOFING
[___] 07 16 CEMENTIOUS & REACTIVE WATERPROOFING
[___] 07 19 WATER REPELLANTS
[___] 07 21 THERMAL INSULATION
[___] 07 22 ROOF & DECK INSULATION
[___] 07 24 EXTERIOR INSULATION & FINISH SYSTEMS
[___] 07 25 WEATHER BARRIERS
[___] 07 26 VAPOR RETARDERS
[___] 07 31 SHINGLES & SHAKES
[___] 07 32 ROOF TILES
[___] 07 33 NATURAL ROOF COVERINGS
[___] 07 41 ROOF PANELS
[___] 07 42 WALL PANELS
[___] 07 46 SIDING
[___] 07 51 BUILT-UP BITUMINOUS ROOFING
[___] 07 52 MODIFIED BIITUMINOUS MEMBRANE ROOFING
[___] 07 53 ELASTOMETRIC MEMBRANE ROOFING
[___] 07 54 THERMOPLASTIC MEMBRANE ROOFING
[___] 07 56 FLUID APPLIED ROOFING
[___] 07 58 ROLL ROOFING
[___] 07 61 SHEET METAL ROOFING
[___] 07 65 FLEXIBLE FLASHING

[___] 07 71 ROOF SPECIALTIES
[___] 07 72 ROOF ACCESSORIES
[___] 07 81 APPLIED FIREPROOFING
[___] 07 84 FIRESTOPPING
[___] 07 91 PREFORMED JOINT SEALS
[___] 07 92 JOINT SEALANTS
[___] 07 95 EXPANSION CONTROL
[___] 07 __ _____
(Please fill-in for other opportunity)

DIVISION 8 - OPENINGS {1} {2} {3} {4} {5}
[___] 08 11 METAL DOORS & FRAMES
[___] 08 12 METAL FRAMES
[___] 08 13 METAL DOORS
[___] 08 14 WOOD DOORS
[___] 08 16 COMPOSITE DOORS
[___] 08 17 INTEGRATED DOOR OPENING ASSEMBLIES
[___] 08 31 ACCESS DOORS & PANELS
[___] 08 32 SLIDING GLASS DOORS
[___] 08 33 COILING DOORS & GRILLES
[___] 08 34 SPECIAL FUNCTION DOORS
[___] 08 36 PANEL DOORS
[___] 08 38 TRAFFIC DOORS
[___] 08 41 ENTRANCES & STOREFRONTS
[___] 08 42 ENTRANCES
[___] 08 43 STOREFRONTS
[___] 08 44 CURTAIN WALL & GLAZED ASSEMBLIES
[___] 08 51 METAL WINDOWS
[___] 08 52 WOOD WINDOWS
[___] 08 53 PLASTIC WINDOWS
[___] 08 54 COMPOSITE WINDOWS
[___] 08 56 SPECIAL FUNCTION WINDOWS
[___] 08 62 UNIT SKYLIGHTS
[___] 08 63 METAL-FRAMED SKYLIGHTS
[___] 08 71 DOOR HARDWARE
[___] 08 74 ACCESS CONTROL HARDWARE
[___] 08 75 WINDOW HARDWARE
[___] 08 79 HARDWARE ACCESSORIES
[___] 08 81 GLASS GLAZING
[___] 08 83 MIRRORS
[___] 08 84 PLASTIC GLAZING
[___] 08 88 SPECIAL FUNCTION GLAZING
[___] 08 91 LOUVERS
[___] 08 95 VENTS
[___] 08 __ _____
(Please fill-in for other opportunity)

DIVISION 9 - FINISHES {1} {2} {3} {4} {5}
[___] 09 21 PLASTER & GYPSUM ASSEMBLIES
[___] 09 22 SUPPORTS FOR PLASTER & GYPSUM
[___] 09 23 GYPSUM PLASTERING
[___] 09 24 CEMENT PLASTERING
[___] 09 26 VENEER PLASTERING
[___] 09 28 BACKING S & UNDERLAYMENTS
[___] 09 29 GYPSUM
[___] 09 30 TILING
[___] 09 51 ACOUSTICAL CEILINGS
[___] 09 54 SPECIALTY CEILINGS
[___] 09 62 SPECIALTY FLOORING
[___] 09 63 MASONRY FLOORING
[___] 09 64 WOOD FLOORING

[___] 09 65 RESILIENT FLOORING
[___] 09 66 TERRAZZO FLOORING
[___] 09 68 CARPETING
[___] 09 72 WALL COVERINGS
[___] 09 77 SPECIAL WALL SURFACING
[___] 09 91 PAINTING
[___] 09 93 STAINING & TRANSPARENT FINISHING
[___] 09 96 HIGH PERFORMANCE COATINGS
[___] 09 97 SPECIAL COATINGS
[___] 09 __ _____
(Please fill-in for other opportunity)

DIVISION 10 - SPECIALTIES {1} {2} {3} {4} {5}
[___] 10 11 VISUAL DISPLAY UNITS
[___] 10 14 SIGNAGE
[___] 10 22 PARTITIONS
[___] 10 26 WALL & DOOR PROTECTION
[___] 10 28 TOILET, BATH & LAUNDRY ACCESSORIES
[___] 10 44 FIRE PROTECTION SPECIALTIES
[___] 10 51 LOCKERS
[___] 10 71 EXTERIOR PROTECTION
[___] 10 74 MANUFACTURED EXTERIOR SPECIALTIES
[___] 10 75 FLAGPOLES
[___] 10 81 PEST CONTROL DEVICES
[___] 10 88 SCALES
[___] 10 __ _____
(Please fill-in for other opportunity)

DIVISION 11 - EQUIPMENT {1} {2} {3} {4} {5}
[___] 11 11 VEHICLE SERVICE EQUIPMENT
[___] 11 12 PARKING CONTROL EQUIPMENT
[___] 11 13 LOADING DOCK EQUIPMENT
[___] 11 14 PEDESTRIAN CONTROL EQUIPMENT
[___] 11 24 MAINTENANCE EQUIPMENT
[___] 11 31 RESIDENTIAL APPLIANCES
[___] 11 33 RETRACTABLE STAIRS
[___] 11 41 FOODSERVICE STORAGE EQUIPMENT
[___] 11 42 FOOD PREPARATION EQUIPMENT
[___] 11 43 FOOD DELIVERY CARTS AND CONVEYORS
[___] 11 44 FOOD COOKING EQUIPMENT
[___] 11 46 FOOD DISPENSING EQUIPMENT
[___] 11 47 ICE MACHINES
[___] 11 48 CLEANING & DISPOSAL EQUIPMENT
[___] 11 52 AUDIO-VISUAL EQUIPMENT
[___] 11 53 LABORATORY EQUIPMENT
[___] 11 66 ATHLETIC EQUIPMENT
[___] 11 67 RECREATIONAL EQUIPMENT
[___] 11 82 SOLID WASTE HANDLING
[___] 11 __ _____
(Please fill-in for other opportunity)

DIVISION 12 - FURNISHINGS {1} {2} {3} {4} {5}
[___] 12 21 WINDOW BLINDS
[___] 12 22 CURTAINS & DRAPES
[___] 12 23 INTERIOR SHUTTERS
[___] 12 24 WINDOW SHADES
[___] 12 32 MANUFACTURED CASEWORK
[___] 12 35 SPECIALTY CASEWORK
[___] 12 36 COUNTERTOPS
[___] 12 46 FURNISHING ACCESSORIES
[___] 12 48 RUGS & MATS
[___] 12 51 OFFICE FURNITURE
[___] 12 52 SEATING
[___] 12 54 HOSPITALITY FURNITURE
[___] 12 56 INSTITUTIONAL FURNITURE
[___] 12 61 FIXED AUDIENCE SEATING
[___] 12 63 STADIUM & ARENA SEATING
[___] 12 67 PEWS & BENCHES
[___] 12 92 INTERIOR PLANTERS & ARTIFICAL PLANTS
[___] 12 93 SITE FURNISHINGS
[___] 12 __ _____
(Please fill-in for other opportunity)

DIVISION 13 - SPECIAL CONSTRUCTION {1} {2} {3} {4} {5}
[___] 13 11 SWIMMING POOLS
[___] 13 17 TUBS & POOLS
[___] 13 18 ICE RINKS
[___] 13 21 CONTROLLED ENVIRONMENT ROOMS
[___] 13 24 SPECIAL ACTIVITY ROOMS
[___] 13 28 ATHLETIC & RECREATIONAL SPECIAL CONSTRUCTION
[___] 13 31 FABRIC STRUCTURES
[___] 13 34 FABRICATED ENGINEERED STRUCTURES
[___] 13 36 TOWERS
[___] 13 42 BUILDING MODULES
[___] 13 48 SOUND, VIBRATION, & SEISMIC CONTROL
[___] 13 49 RADIATION PROTECTION
[___] 13 __ _____
(Please fill-in for other opportunity)

DIVISION 14 - CONVEYING SYSTEMS {1} {2} {3} {4} {5}

[___] 14 11 MANUAL DUMBWAITERS
[___] 14 12 ELECTRIC DUMBWAITERS
[___] 14 21 ELECTRIC TRACTION ELEVATORS
[___] 14 24 HYDRAULIC ELEVATORS
[___] 14 27 CUSTOM ELEVATOR CABS & DOORS
[___] 14 28 ELEVATOR EQUIPMENT & CONTROLS
[___] 14 31 ESCALATORS

[___] 14 32 MOVING WALKS
[___] 14 42 WHEELCHAIR LIFTS
[___] 14 51 CORRESPNDENCE & PARCEL LIFTS
[_ _] 14 91 FACILITY CHUTES
[___] 14 92 PNEUMATIC TUBE SYSYTEMS
[___] 14 __ _____
(Please fill-in for other opportunity)

DIVISION 21 --FIRE SUPPRESSION {1} {2} {3} {4} {5}
[___] 21 11 FIRE-SUPPRESSION WATER SERVICE PIPING &METHODS
[___] 21 12 FIRE SUPPRESSION STANDPIPES
[___] 21 13 FIRE SUPPRESSION SPRINKLER SYSTEMS
[___] 21 21 CARBON-DIOXIDE FIRE EXTINGUISHING SYSTEMS
[___] 21 22 CLEAN AGENT FIRE EXTINGUISHING SYSTEMS
[___] 21 31 CENTIFUGAL FIRE PUMPS
[___] 21 __ _____
(Please fill-in for other opportunity)

DIVISON 22-PLUMBING {1} {2} {3} {4} {5}
[___] 22 07 PLUMBING INSULATION
[___] 22 11 FACILITY WATER DISTRIBUTION
[___] 22 13 FACILITY SANITARY SEWERAGE
[___] 22 14 FACILITY STORM DRAINAGE
[___] 22 41 COMMERICAL PLUMBING FIXTURE

[___] 22 42 COMMERICAL PLUMBING FIXTURES
[___] 22 45 EMERGENCY PLUMBING FIXTURES
[___] 22 47 DRINKING FOUNTAINS & WATER COOLERS
[___] 22 51 SWIMMING POOL PLUMBING SYSTEMS
[___] 22 66 CHEMICAL-WASTE SYSTEMS FOR LAB & HEALTHCARE FACILITIES
[___] 22 __ _____
(Please fill-in for other opportunity)

DIVISON 23-HEATING VENTILATION AIR CONDITIONING {1} {2} {3} {4} {5}

[___] 23 07 HVAC INSULATION
[___] 23 09 INSTRUMENTATION & CONTROL FOR HVAC
[___] 23 13 FACILITY FUEL-STORAGE TANKS
[___] 23 21 HYDRONIC PIPING & PUMPS
[___] 23 22 STEAM & CONDENSATE PIPING & PUMPS
[___] 23 31 HVAC DUCTS & CASINGS
[___] 23 33 AIR DUCT ACCESSORIES
[___] 23 34 HVAC FANS
[___] 23 37 AIR OUTLETS & INLETS
[___] 23 38 VENTILATION HOODS
[___] 23 41 PARTICULATE AIR FILTRATION
[___] 23 52 HEATING BOILERS
[___] 23 54 FURNACES
[___] 23 56 SOLAR ENERGY HEATING EQUIP.
[___] 23 57 HEAT EXCHANGES FOR HVAC
[___] 23 62 PACKAGED COMPRESSOR & CONDENSOR UNITS
[___] 23 63 REFRIGERANT CONDENSORS
[___] 23 64 PACKAGED WATER CHILLERS
[___] 23 65 COOLING TOWERS
[___] 23 73 INDOOR CENTRAL-STATION AIR-HANDLING UNITS
[___] 23 74 PACKAGED OUTDOOR HVAC EQUIP

[___] 23 82 CONVECTION HEATING & COOLING UNITS
[___] 23 84 HUMIDITY CONTROL EQUIPMENT
[___] 23 __ _____
(Please fill-in for other opportunity)

DIVISON 26-ELECTRICAL {1} {2} {3} {4} {5}
[___] 26 09 INSTRUMENTATION & CONTROL FOR ELECTRICAL SYSTEMS
[___] 26 12 MEDIUM VOLTAGE TRANSFORMERS
[___] 26 22 LOW VOLTAGE TRANSFORMERS
[___] 26 24 SWITCHS & PANELS
[___] 26 25 ENCLOSED BUS ASSEMBLIES
[___] 26 27 LOW VOLTAGE DISTRIBUTION EQUIPMENT
[___] 26 28 LOW VOLTAGE CIRCUIT PROTECTIVE DEVICES
[___] 26 29 LOW VOLTAGE CONTROLLERS
[___] 26 32 PACKAGED GENERATOR ASSEMBLIES
[___] 26 35 POWER FILTERS & CONDITIONERS
[___] 26 42 CATHODIC PROTECTION
[___] 26 51 INTERIOR LIGHTING
[___] 26 52 EMERGENCY LIGHTING
[___] 26 53 EXIT SIGNS
[___] 26 54 CLASSIFIED LOCATION LIGHTING
[___] 26 55 SPECIAL PURPOSE LIGHTING
[___] 26 56 EXTERIOR LIGHTING
[___] 26 61 LIGHTING SYSTEMS & ACCESSORIES
[___] 26 71 ELECTRICAL MACHINES
[___] 26 __ _____
(Please fill-in for other opportunity)

COMMUNICATIONS- 27 {1} {2} {3} {4} {5}
[___] 27 13 COMMUNICATIONS BACKBONE CABLING
[___] 27 41 AUDIO-VIDEO SYSTEMS
[___] 27 51 DISTRIBUTED AUDIO VIDEO
[___] 27 52 HEALTHCARE COMMUNICATIONS & MONITORING SYSTEMS
[___] 27 53 DISTRIBUTED SYSTEMS

[___] 27 __ _____
(Please fill-in for other opportunity)

ELECTRONIC SAFETY & SECURITY- 28 {1} {2} {3} {4} {5}
[___] 28 13 COMMUNICATIONS BACKBONE CABLING
[___] 28 16 INTRUSION DETECTION
[___] 28 23 VIDEO SURVEILLANCE
[___] 28 31 FIRE DETECTION
[___] 28 33 FUEL-GAS DETECTION
[___] 28 39 MASS NOTIFICATION SYSTEMS
[___] 28 __ _____
(Please fill-in for other opportunity)

EARTHWORK-31 {1} {2} {3} {4} {5}
[___] 31 06 SCHEDULES FOR EARTHWORK
[___] 31 11 CLEARING & GRUBBING
[___] 31 13 SELECTIVE TREE & SHRUB REMOVAL & TRIMMING
[___] 31 14 EARTH STRIPPING & STOCKPILING
[___] 31 22 GRADING
[___] 31 23 EXCAVATION & FILL
[___] 31 25 ERSION & SEDIMENTATION
[___] 31 31 SOIL TREATMENT
[___] 31 32 SOIL STABILIZATION
[___] 31 33 ROCK STABILIZATION
[___] 31 36 GABIONS
[___] 31 37 RIPRAP
[___] 31 41 SHORING
[___] 31 43 CONCRETE RAISING
[___] 31 45 VIBROFLORATION & DENSIFICATION
[___] 31 46 NEEDLE BEAMS
[___] 31 48 UNDERPINNING
[___] 31 52 COFFERDAMS
[___] 31 56 SHURRY WALLS
[___] 31 62 DRIVEN PILES
[___] 31 63 BORED PILES
[___] 31 __ _____
(Please fill-in for other opportunity)

EXTERIOR IMPROVEMENTS- 32 {1} {2} {3} {4} {5}
[___] 32 11 BASE COURSES
[___] 32 12 FLEXIBLE PAVING
[___] 32 13 RIGID PAVING
[___] 32 16 CURBS, GUTTERS SIDEWALKS & DRIVEWAYS
[___] 32 17 PAVING SPECIALTIES
[___] 32 18 ATHLETIC & RECREATIONAL SURFACING
[___] 32 31 FENCES & GATES
[___] 32 32 RETAINING WALLS
[___] 32 34 FABRICATED BRIDGES
[___] 32 35 SCREENING DEVICES
[___] 32 84 PLANTING IRRIGATION
[___] 32 91 PLANTING PREPARATION
[___] 32 92 TURF & GRASSES
[___] 32 93 PLANTS
[___] 32 94 PLANTING ACCESSORIES
[___] 32 96 TRANSPLANTING
[___] 32 __ _____
(Please fill-in for other opportunity)

UTILITIES-33 {1} {2} {3} {4} {5}
[___] 33 11 WATER UTILITY DISTRIBUTION PIPING
[___] 33 12 WATER UTILITY DISTRIBUTION EQUIPMENT
[___] 33 16 WATER UTILITY STORAGE TANKS
[___] 33 21 WATER SUPPLY WELLS
[___] 33 31 SANITARY UTILITY SEWERAGE PIPING
[___] 33 36 UTILITY SEPTIC TANKS
[___] 33 41 STORM UTILITY DRAINAGE PIPING
[___] 33 42 CULVERTS
[___] 33 44 STORM UTILITY WATER DRAINS
[___] 33 46 SUBDRAINAGE
[___] 33 49 STORM DRAINAGE STRUCTURES
[___] 33 51 NATURAL GAS DISTRIBUTION
[___] 33 52 LIQUID FUEL DISTRIBUTION
[___] 33 71 ELECTRICAL UTILITY TRANSMISSION & DISTRIBUTION
[___] 33 81 COMMUNICATIONS & STRUCTURES
[___] 33 __ _____
(Please fill-in for other opportunity)

TRANSPORATION-34 {1} {2} {3} {4} {5}
[___] 34 11 RAIL TRACKS
[___] 34 41 ROADWAY SIGNALING AND CONTROL EQUIPMENT
[___] 34 71 ROADWAY CONSTRUCTION
[___] 34 72 RAILWAY CONSTRUCTION
[___] 34 __ _____
(Please fill-in for other opportunity)

MATERIAL PROCESSING & HANDLING EQUIPMENT-41 {1} {2} {3} {4} {5}
[___] 41 21 CONVEYORS
[___] 41 22 CRANES & HOISTS
[___] 41 __ _____
(Please fill-in for other opportunity)

POLLUTION CONTROL EQUIP-44 {1} {2} {3} {4} {5}
[___] 44 11 PARTICULATE CONTROL EQUIPMENT
[___] 44 __ _____
(Please fill-in for other opportunity)

WATER & WASTEWATER EQUIPMENT-46 {1} {2} {3} {4} {5}
[___] 46 07 PACKAGED WATER & WASTEWATER TREATMENT EQUIPMENT
[___] 46 __ _____
(Please fill-in for other opportunity)

FORM 3 (1page)

PARTICIPATION GOAL

(Must be submitted in the contractor's sealed bid)

General Contractor:_____

Contact:_____

Name of Project:_____

Date Submitted:_____

The project has a goal of ten to twenty percent (10-20%) MBE/DBE/WBE participation. Provide a brief summary of how this goal will be achieved. Failure to submit this form may result in a bid being rejected for non-responsiveness.

My goal for this project is _____%.

I plan on achieving this goal by:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Form 4
Contractors Submitting Bids
(Must be submitted in the contractor's sealed bid)

General Contractor:_____

Contact:_____
Name of Project:_____
Date Submitted:_____

All MBE/DBE/WBE Firms Submitting Bids	Scope of Work

FORM 5
CONTRACTORS SUBMITTING BIDS
(Must be submitted following tentative bid award)

General Contractor:_____
Contact:_____
Name of Project:_____
Total Contract Amount: $_____
Total Amount of All Subcontractors: $_____
Date Submitted:_____

All MBE/DBE/WBE firms to be utilized	Scope of Work	Contract Amount

(Use additional pages if necessary)

Form 6
Unavailability Certification
(Must be submitted following tentative bid award)

I, _____(Name/Title), of _____ (Company) certify that on _____ (Date) I contacted the following Minority/Disadvantaged Business Enterprise to obtain proposals/bids for the following work items:

MDE/DBE/WBE Firm	Work Items Sought	Form of Proposal Sought

To the best of my knowledge and belief, said Minority/Disadvantaged Business Enterprises were unavailable for work on this project, or unable to prepare a proposal/bid for the following reason(s):_____
_____
_____
_____

(This form to be completed by each MBE/DBE/WBE listed, which was contacted, but did not submit a bid/proposal)

_____ (Name of MBE/DBE/WBE) was offered an opportunity to submit a proposal on the above identified work on _____ (Date) by _____ (Company Name).

The above statement is a true and accurate account of why I did not submit a proposal/bid on this project.

_____ (Signature of MBE/DBE/WBE)

_____ (Date)

_____ (Title)

(Use additional pages if necessary)

Form 7
Project Closeout Report
(To be submitted upon completion of project)

General Contractor:_____
Contact:_____
Name of Project:_____
Total Contract Amount: $_____
Final Contract Amount: $_____
Date Submitted:_____

All MBE/DBE/WBE firms verified	Original subcontract amount	Final subcontract amount

Form 8
Monthly Report Form
(To be submitted monthly directly to the City's consultant)

General Contractor:_____
Contact:_____
Name of Project:_____
Total Contract Amount: $_____
Date Submitted:_____

Billings

Each MBE/DBE/WBE Contractor utilized	Original subcontract amount	Previous amount	This period amount	Total Amount

(Use additional pages if necessary)