



**QUOTATIONS FOR SMALL PURCHASES (QSP) No. QSP 2025-03  
Fire Damage Repairs 903 A Victor Tulane Circle in Tulane Gardens**

**525 South Lawrence Street  
Montgomery, Alabama 36104**

**QUOTATIONS FOR SMALL PURCHASE (QSP 2025-03)  
FIRE DAMAGE REPAIRS 903 A Victor Tulane Circle (Tulane Gardens)**

**DATE ISSUED:** **Wednesday, May 7, 2025**

**TYPE OF PROJECT:** The Montgomery Housing Authority is seeking qualified, licensed contractors to provide fire damage repairs to unit 903 A Victor Tulane Circle, in Tulane Gardens located at 1101 Victor Tulane Circle, Montgomery, AL 36104.

**CONTACT PERSON:** Sheila Brown, Procurement/Contract Administrator  
[sbrown@mhatoday.org](mailto:sbrown@mhatoday.org)

**LAST DAY FOR QUESTIONS:** **Friday, May 9, 2025, at 3:00 p.m. (CST)**

**SUBMISSION DEADLINE:** **Thursday, May 15, 2025, at 12:00 p.m. (CST)**  
**Sheila Brown, Procurement/Contract Administrator**  
[sbrown@mhatoday.org](mailto:sbrown@mhatoday.org)

The responsibility for submitting a response to this QSP at the MHA on or before the stated time and date will be solely and strictly the responsibility of the respondent. The offeror shall wholly absorb all costs incurred in the preparation and presentation of the quote.



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**Pre-Bid Conference:** MHA will not conduct a pre-bid conference for this project. Bidders are encouraged, if needed, to contact MHA's Project Manager, Scott Standerfer, at [wstanderfer@mhatoday.org](mailto:wstanderfer@mhatoday.org) or by calling 334-531-2628 to view this unit prior to submitting a quote.

- 1.0 MONTGOMERY HOUSING AUTHORITY (MHA) CONTACT:** All questions pertaining to this QSP documents shall be addressed to Sheila Brown, Procurement/Contract Administrator (CA), by e-mailing [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org). Last day for questions is Friday, May 9, 2025, at 3:00 pm CST.
- 2.0 APPLICABILITY:** By submitting a quote to the MHA, the vendor is agreeing to abide by all terms and conditions listed herein, including those terms and conditions within HUD Handbook 7460.8 REV 2, Procurement Handbook for Public Housing Agencies, HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction (attached hereto), HUD Form 5370 C Section 2 (attached hereto), Davis Bacon Wages Rates General Decision AL20250054 dated January 3, 2025, Maintenance Wages Determination Rate (MHA is obtaining an updated copy of this form from HUD) and Section 34-8-1 Code of Alabama 1975 (all attached hereto). If your quote is \$100,000.00 or more, you **must** submit a current General Contractors License or License number with your quote. **Note: MHA does not anticipate this project requiring a GC License.**
- 3.0 MHA RESERVATION OF RIGHTS:** The MHA reserves the right to:
  - 3.1** Reject any or all quotes, to waive any informalities in the QSP process, or to terminate the QSP process at any time, if deemed by the MHA to be in the best interest of the MHA;
  - 3.2** Terminate a contract awarded pursuant to this QSP at any time for its convenience upon delivery of a 10-day written notice to the apparent or successful Bidder;
  - 3.3** Determine the days, hours and locations that the successful Bidder shall provide the items or services called for in this QSP;
  - 3.4** Reject and not consider any quote that does not, in the opinion of the CA, meet the requirements of this QSP, including but not necessarily limited to incomplete quotes offering alternate (not including "or equal" items) or non-requested items or services;
  - 3.5 MHA reserves the right to:**
    - 3.5.1 To make an award to the same vendor (aggregate) for all items; or,
    - 3.5.2 To make an award to multiple Vendors for the same or different items.
- 4.0 BIDDER'S RESPONSIBILITY:** Each Bidder must carefully review and comply with all instructions provided herein, provided within any named attachments and those provided within the noted Internet system.
- 5.0 DEADLINE:** Quotes must be received by **Thursday, May 15, 2025, 12:00 P.M. CST** by emailing MHA's Procurement/Contract Administrator, Sheila Brown, at [sbrown@mhatoday.org](mailto:sbrown@mhatoday.org) by the aforementioned date and time. Each bidder shall submit his/her bid prior to the posted deadline, as provided for herein (**Quote Submittal form, must be executed**). Whereas this is an informal solicitation process, the MHA reserves the right to extend the posted



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deadline at any time prior to the deadline, if, in the opinion of the CA, it is in the best interests of MHA to do so. MHA will not accept bids submitted to anyone besides the Procurement/Contract Administrator at the aforementioned email address. **Late submissions will not be accepted.**

- 6.0 HOLD PRICES/NON-ESCALATION:** By submitting a quote, and whereas the quote sum submitted is a firm-fixed quote, each Bidder thereby agrees to "hold" or not increase the proposed quote prices during the term of the work.
- 7.0 CONTRACT:** MHA will procure these services by execution of a **21-calendar day** contract. By submitting a quote, the successful Bidder thereby agrees to confirm receipt of the contract in the manner directed by MHA. All items included in this QSP must be included in the final contract. All contracts between the parties will be governed by and enforced in accordance with Federal HUD regulations and the laws of the State of Alabama.
- 8.0 AWARD CRITERIA:** If an award is completed pursuant to this QSP, and unless otherwise instructed in writing by the CA, award shall be made to the most responsive and responsible Bidder that submits the lowest cost. MHA reserves the right to negotiate cost directly or indirectly by engaging a third party.
- 9.0 INVALID OR ALTERNATE QUOTES:** Failure to complete and submit all required information, or to add any additional requirements not acceptable to MHA, may invalidate the quote submitted. Furthermore, MHA shall reserve the right to reject, without consideration, alternate quotes, meaning those that do not meet the requirements of this QSP.
- 10.0 QUOTE COSTS:** There shall be no obligation for the MHA to compensate any Bidder or prospective Bidder for any costs that he/she may incur in responding to this QSP.
- 11.0 SHIPPING COSTS:** Each quoted sum submitted shall include completion of the specified services at the MHA site or location, as specified within this QSP or on the contract executed.
- 12.0 ASSIGNMENT OF PERSONNEL:** MHA shall retain the right to demand and receive a change in personnel assigned by the successful Bidder to provide services to the HA if the HA believes that such change is in the best interest of the HA and the completion of the work or provision of the items.
- 13.0 E-VERIFY:** U.S. Law requires companies to employ only individuals who may legally work in the United States – either U.S. citizens, or foreign citizens who have the necessary authorization. The Contractor must certify compliance with E-verify, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program throughout the contract period.
- 14.0 SECTION 3/RESIDENT PARTICIPATION:** MHA encourages the hiring of residents by the Contractor for any employment opportunities available as a result of its contracts. The Contractor will be asked to make every effort to hire residents and to post job opportunities in the Management Office of the communities where the work is to be performed or any other areas assessable to residents. The Contractor will be asked to report the hiring of any residents to assist MHA in monitoring resident participation in the performance of work under its contracts, progress toward achieving established goals and in the development of future resident participation programs. **All bidders are required to read MHA's Section 3 plan and be familiar with the timing of submission of requested/required forms. The Section 3 Plan as well as electronic links can also be found at [www.mhatoday.org](http://www.mhatoday.org), by clicking on 'Services', then 'Bidding Opportunities', then the 'Section 3' tab.** All bidders must read, sign and submit the Section 3 Clause Compliance Commitment Form and Section 3 Participation Election Form. Any bidder who is a Certified Section 3 Business must include the certification, along with the Section 3 Business Concern Certification Form. These forms shall be fully completed, executed and included with quote submission. These forms are attached hereto as ("Exhibit B").



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The Section 3 Plan as well as electronic links can also be found at [www.mhatoday.org](http://www.mhatoday.org), by clicking on 'Services', then 'Bidding Opportunities', then the 'Section 3' tab.

**15.0 UNAUTHORIZED SUB-CONTRACTING PROHIBITED:** The successful Bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this QSP (including, but not limited to, selling or transferring the ensuing contract) without the prior written consent of the CA. Any purported assignment of interest or delegation of duty, without the prior written consent of the CA shall be void and may result in the cancellation of the contract with MHA.

**16.0 LICENSING:** The Bidder must provide the following with their quote submission:

**16.1** The contractor will have and maintain all required licenses necessary to conduct business in the City of Montgomery and any specialty licenses required to perform the required work listed in this QSP. Copies of all licenses must be on file in the Procurement/Contract Office of the Montgomery Housing Authority, prior to the contractor starting work or the contractor may submit their current business license with their quote.

**16.2** A General Contractors license or license number **must** be provided with the quote to the extent required under Ala. Code Section 34-8-1, et seq. (attached hereto). **MHA does not anticipate this bid requiring a GC License.**

**17.0 INSURANCE and BID SECURITY (BOND) REQUIREMENTS:**

**17.1** The company must certify/show proof of workers compensation (if applicable), general liability (minimum coverage of \$1,000,000 per occurrence) and auto liability (\$1,000,000 per occurrence). Insurance coverage must be maintained throughout the term of the contract. Copies of all proof of insurance must be on file in the Procurement Office prior to contractor beginning work. **MHA requires workers compensation insurance coverage for all services performed on-site.**

**17.2** Bid security must be furnished with bids in the amount of \$100,000.00 or more. Bid security shall be in the form of a bid bond (executed by a surety company duly authorized and qualified to make such bonds in Alabama) or a cashier's check (drawn on an Alabama bank) payable to MHA. The amount of the bid security should not be less than 5% of MHA's estimated cost of the work or of the contractor's bid but is not required to be more than \$10,000.00. A performance and payment bond for 100% of the total contract value must be submitted prior to commencing work. To the extent required under Ala. Code Section 39-1-1 (a), et seq., in addition to the performance bond, another bond for not less than 50 percent (50%) of the total contract value, with the obligation that the contractor or contractors shall promptly make payments to all persons supplying labor, materials, or supplies for or in the prosecution of the work provided in the contract and for the payment of reasonable attorneys' fees incurred by successful claimants or plaintiffs in civil actions on the bond. MHA complies with the stricter of the two and requires the performance and payment bonds at 100% if applicable. **MHA does not anticipate this project meeting these bid bond, performance or payment bond requirements.**

**18.0 SCOPE OF SERVICES:**

The purpose of this IFB is to solicit qualified and licensed contractors to provide fire damage repair services to unit 903 A Victor Tulane Circle, in Tulane Gardens, located at 1101 Victor Tulane Circle., Montgomery, AL 36104. The scope of work, as detailed by MHA's insurance adjuster, is attached hereto as **Exhibit A-Scope of Work.**



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**19.0 NOTICE TO PROCEED**, which specifies when the work is to begin, will be given to the Contractor in writing. Any preliminary work started, or materials ordered or purchased before receipt of the notice to proceed are at the risk and expense of Contractor.

**20.0 FORMS: The following forms are attached and/or included in this request for quote:**

- HUD Table 5.1, Mandatory Contract Clauses for Small Purchases other than Construction
- HUD Form 5370 C Section 2
- HUD 5369 Instructions for Bidders
- HUD 5369-A Representations/Certifications of Bidders
- Section 34-8-1 Code of Alabama 1975
- Davis Bacon Wages Rates General Decision AL 20240054 dated January 5, 2024 (sign and submit with quote)
- Maintenance Wage Rate Determination (March 31, 2025)
- Profile of Form (complete and submit with quote)
- Client Reference Form (complete and submit with quote)
- Company Information Form (complete and submit with quote)
- Quote Submittal Form (complete, sign and submit with quote)
- Section 3 Clause Compliance Commitment Form, Participation Election Form and Section 3 Business Concern (complete, sign and submit with quote)

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PROFILE OF FIRM

(This Form must be fully completed and placed in the submittal.)

PRIME \_\_\_\_\_ SUB-CONTRACTOR \_\_\_\_\_

(Proposer must also identify his sub-contractors (if any) by providing Profile of Vendor form for each)

(1) Name of Vendor: \_\_\_\_\_

(2) Address, City, State, Zip: \_\_\_\_\_

(3) Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

(4) Proposer Diversity Statement: You must check all of the following that apply to the ownership of this vendor and enter where provided the correct percentage (%) of ownership of each:

Ownership categories: Caucasian American (Male) Corporation, Public-Held Agency, Government, Non-Profit Organization with percentage lines.

Resident - (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one of more of the following:

Ownership categories: Resident-Owned, African American, Native American, Hispanic American, Asian/Pacific American, Asian/Indian American with percentage lines.

Ownership categories: Woman-Owned (MBE), Woman-Owned (Caucasian), Disabled Veteran, Other (Specify) with percentage lines.

WMBE Certification Number: \_\_\_\_\_

Certified by: \_\_\_\_\_

(NOTE: A CERTIFICATION / NUMBER NOT REQUIRED TO PROPOSE - ENTER IF AVAILABLE)

(5) Federal Tax ID No. \_\_\_\_\_ DUNS No. \_\_\_\_\_

(6) Business License No. \_\_\_\_\_ State \_\_\_\_\_

(7) General Liability Insurance Carrier: \_\_\_\_\_ Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(8) Worker's Compensation Insurance Carrier: \_\_\_\_\_ Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_

(9) Professional Liability Insurance Carrier: \_\_\_\_\_ Policy No. \_\_\_\_\_ Expiration Date \_\_\_\_\_



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- (10) Debarred Statement: Has this firm or any principal(s) ever been debarred from provided any services by the Federal Government, any state government, the State of Alabama, or any local government agency within or without the State of Alabama?     Yes     No  
*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*
  
- (11) Disclosure Statement: Does this firm or any principals thereof have any current past personal or professional relationship with any Commissioner or Officer of MHA?     Yes     No  
*If "Yes" please attach a full detailed explanation, including dates, circumstances and current status.*
  
- (12) **Non-Collusive Affidavit:** The undersigned party submitting this proposal or bid hereby certifies that such proposal or bid is genuine and not collusive and that said proposer entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person to put in a sham proposal or bid or to refrain from proposing or bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any person, to fix the proposal or bid price of affiant or of any other proposer or bidder, to fix overhead, profit or cost elements of said proposal or bid price, or that any other proposer or bidder or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bids are true.
  
- (13) **Verification Statement:** The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if MHA discovers that any information entered herein if false, that shall entitle MHA to not consider nor make or to cancel any award with the undersigned party.
  
- (14) **Code of Alabama §11-93-2. Maximum amount of damages recoverable against governmental entities; settlement or compromise of claims not to exceed maximum amounts.**

The recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for bodily injury or death for one person in any single occurrence. Recovery of damages under any judgment or judgments against a governmental entity shall be limited to \$300,000.00 in the aggregate where more than two persons have claims or judgments on account of bodily injury or death arising out of any single occurrence. Recovery of damages under any judgment against a governmental entity shall be limited to \$100,000.00 for damage or loss of property arising out of any single occurrence. No governmental entity shall settle or compromise any claim for bodily injury, death or property damage in excess of the amounts herein above set forth. (Acts 1977, No. 673, p. 1161, §2.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title





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**CLIENT INFORMATION FORM**

The past performance of the respondent on prior work of the same or similar nature, in the past (3) years, based on the letters of reference and/or client lists submitted, and based upon the results of any consultation that the MHA chooses to conduct with such. The past performance shall also include quality of work, and compliance with performance schedules.

Respondent shall submit a listing of former or current clients, including any other Public Housing Authority for whom the respondent has performed similar or like services to those being proposed in the QSP. The listing shall at a minimum include:

- Client's name
- Client's contact name
- Client's telephone number
- A brief description and scope of the service(s) and the dates the services were provided

**Client Information**

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided

**Client Information**

Organization Name (Client):	Organization Address:
Contact Name:	Title:
Phone Number:	Email address:

Brief Description of Services	Dates Provided





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**COMPANY INFORMATION FORM**

**COMPANY NAME:**

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**COMPANY ADDRESS:**

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**TELEPHONE #:**

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**FAX #:**

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**E-MAIL:**

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**CONTACT(name):**

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**YEARS OF OPERATION:**

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**DESCRIPTION OF WORK:**

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**REFERENCES:**

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# Quote Submittal Form

Fire Damage Repairs  
903 A Victor Tulane Circle (Tulane Gardens)  
QSP No. 2025-03

To: \_\_\_\_\_ Date: \_\_\_\_\_  
(Awarding Authority)

In compliance with your Solicitation for Quotes and subject to all the conditions thereof, the undersigned,

From: \_\_\_\_\_  
(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the fire damage repair services of

\_\_\_\_\_ (Project Title)

The Bidder, which is organized and existing under the laws of the State of \_\_\_\_\_,

having its principal offices in the City of \_\_\_\_\_, is

a Corporation     a Partnership     an individual     (other) \_\_\_\_\_.

**LISTING OF PARTNERS OR OFFICERS:** If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BIDDER'S REPRESENTATION:** The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Scope of Work, if applicable (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

**ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. \_\_\_\_\_ through \_\_\_\_\_ inclusively.

**Base Bid:** For fire damage repairs complete as shown and specified, the sum of

\_\_\_\_\_

(\$ \_\_\_\_\_)

The bidder **shall** certify costs by signing below. The bidder will submit this form before the specified deadline.

Company Name: \_\_\_\_\_

Contractor's Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 75. The form is required for maintenance contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$250,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 905.200) greater than \$2,000 but not more than \$250,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$250,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**5. Disputes concerning labor standards**

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

**6. Contract Work Hours and Safety Standards Act**

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **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 such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

## **7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

## **8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN  
CONSTRUCTION*

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

**Energy Efficiency.** The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**Procurement of Recovered Materials**

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded

*MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN  
CONSTRUCTION*

with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.



Superseded General Decision Number: AL20240054

State: Alabama

Construction Type: Residential

County: Montgomery County in Alabama.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
BRICKLAYER.....	\$ 14.79 **	0.00
CARPENTER, Includes Form Work, and Overhead Door Installation.....	\$ 11.65 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 10.86 **	0.00
ELECTRICIAN, Includes Installation of HVAC/Temperature Controls.....	\$ 11.20 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 10.75 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 8.00 **	0.00
LABORER: Common or General.....	\$ 7.31 **	0.00
LABORER: Landscape.....	\$ 7.25 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 7.88 **	0.00
LABORER: Pipelayer.....	\$ 8.83 **	0.00
OPERATOR: Backhoe.....	\$ 11.45 **	0.00
OPERATOR: Bulldozer.....	\$ 12.60 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.40 **	0.00
PAINTER.....	\$ 8.00 **	0.00
PLUMBER.....	\$ 10.95 **	0.00
ROOFER, Includes Built Up, Metal, Shake & Shingle, and Single Ply Roofs.....	\$ 12.00 **	0.00
SHEET METAL WORKER.....	\$ 10.77 **	0.00
TRUCK DRIVER.....	\$ 10.06 **	0.00

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.75) or 13658  
(\$13.30). Please see the Note at the top of the wage  
determination for more information. Please also note that the  
minimum wage requirements of Executive Order 14026 are not  
currently being enforced as to any contract or subcontract to  
which the states of Texas, Louisiana, or Mississippi, including  
their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"

**HUD-52158  
Maintenance Wage Rate Determination**

**U.S. Department of Housing and Urban Development  
Office of Davis-Bacon and Labor Standards**

Issuance of a Maintenance Wage Rate Determination to a Public Housing Agency, Tribally Designated Housing Entity, or the Department of Hawaiian Home Lands (collectively "Local Contracting Agencies" or "LCAs") does not require the LCA to submit any materials to HUD upon receipt. Issuance of this form sets an obligation on the receiving LCA to pay no less than the HUD-determined or adopted prevailing wage rates to maintenance laborers and mechanics employed in the LCA's operation of certain Public and Indian housing projects. This requirement is set by statute pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (42 USC § 1437j(a)), and Sections 104(b) and 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), as amended (25 USC § 4114(b) and 25 USC § 4225(b), respectively.)

<b>Agency Name:</b> Montgomery Housing Authority	<b>DBLS Agency ID No:</b> AL006	<b>Wage Decision Type:</b> <input checked="" type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	<b>Effective Date:</b> April 1, 2023	<b>Expiration Date:</b> March 31, 2025

The following wage rate determination is made pursuant to Section 12(a) of the U.S. Housing Act of 1937, as amended (Public Housing Agencies), or pursuant to Section 104(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Tribally Designated Housing Entities), or pursuant to Section 805(b) of the Native American Housing Assistance and Self-Determination Act of 1996, as amended (Department of Hawaiian Home Lands). The Agency and its contractors shall pay to maintenance laborers and mechanics no less than the wage rate(s) indicated for the type of work they actually perform.

*Leslie Gibson*

April 21, 2023

**DBLS Staff Signature**

**Date**

Labor Standards Specialist

**Name and Title**

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)
Maintenance Mechanic	\$13.22	
Maintenance Aide	\$10.82	
Boiler Repairman	\$25.00	
Carpenter	\$12.00	
Janitor/Groundskeeper Laborer	\$ 7.25	
Electrician	\$10.00	
Elevator Mechanic	\$25.00	
Laborer	\$ 7.25	
Landscape Laborer	\$ 7.25	
Painter	\$10.00	
Plumber	\$12.00	
Tree Trimmer	\$ 8.00	

**CHIP GRIZZLE**  
*Chairman*  
BIRMINGHAM

**MARC DEMPSEY**  
*Vice Chairman*  
FLORENCE

**MICHAEL B. TEW**  
*Secretary-Treasurer*  
MOBILE

**AL STANLEY**  
*Member*  
HUNTSVILLE

**MICHAEL TERRELL**  
*Member*  
OPELIKA



## **ALABAMA LICENSING BOARD FOR GENERAL CONTRACTORS**

([www.genconbd.alabama.gov](http://www.genconbd.alabama.gov))

**TIFFANY LOVELESS**  
EXECUTIVE DIRECTOR

**445 DEXTER AVENUE, SUITE 3060**  
MONTGOMERY, ALABAMA 36104

**TELEPHONE NO. 334-272-5030**  
**FAX NO. 334-395-5336**

**NEWS RELEASE**  
**FOR IMMEDIATE RELEASE**

September 30, 2024

Legislative Act 2024-277, effective October 1, 2024, will have the following changes to the Alabama Licensing Board for General Contractors section of the Code of Alabama. The changes include an increase to the minimum contract amount from fifty thousand dollars (\$50,000) to one hundred thousand dollars (\$100,000) and clarification on the exemption of labor brokers. The specific updated sections are below:

Section 34-8-1(a) & (c) Definitions: ...

- (a) For the purpose of this chapter, a "general contractor" is defined to be one who, for a fixed price, commission, fee, or wage undertakes to construct or superintend or engage in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving or project or any improvement in the State of Alabama where the cost of the undertaking is one hundred thousand dollars (\$100,000) or more. A Person who does any of the activities described in this subsection shall be deemed to have engaged in the business of general contracting in the State of Alabama.
- (c) For the purpose of this chapter a "subcontractor" is defined to be one who constructs, superintends, or engages in the construction, alteration, maintenance, repair, rehabilitation, remediation, reclamation, or demolition of any building, highway, sewer, structure, site work, grading, paving, or project or any improvement in the State of Alabama where the cost of the undertaking is one hundred thousand dollars (\$100,000) or more under contract to general contractor as defined in subsection (a) or another subcontractor.

Section 34-8-7(a)(8) Exemptions from Chapter:

- (a) The following shall be exempted from this chapter: ...
  - (8) The provision of temporary labor by a labor broker or other temporary labor provider that provides workers to a general contractor to perform work under the supervision and control of that general contractor. For the purposes of licensing, temporary workers are deemed to fall under the license of the general contractor to whom they are provided. This exemption does not allow labor brokers or other temporary Labor providers to act as subcontractors or to assume a scope of work for a project as a subcontractor.

Please do not hesitate to contact the Board's office if you have any questions.

Tiffany Loveless  
Executive Director





# Crawford & Company

5335 Triangle Parkway  
Peachtree Corners, GA 30092  
864-238-8892-Cell  
866-296-3187-Fax  
Christopher\_Molinaro@us.crawco.com

Insured: The Housing Authority of the City of Montgomery,  
AL

Home: Montgomery, AL 36043

Property: 903 A Victor Tulane Cir  
Montgomery, AL 36104

Claim Rep.: Christopher Molinaro  
Position: National General Adjuster  
Company: Crawford & Company  
Business: 5909 Peachtree Dunwoody Road  
Atlanta, GA 30328

Business: (864) 238-8892

Estimator: Christopher Molinaro  
Position: National General Adjuster  
Company: Crawford & Company  
Business: 5909 Peachtree Dunwoody Road  
Atlanta, GA 30328

Business: (864) 238-8892  
E-mail: ccmoli@us.crawco.com

**Claim Number:** A8PM3

**Policy Number:**

**Type of Loss:** Other

Coverage	Deductible	Policy Limit
Building	\$25,000.00	\$0.00

Date Contacted: 3/14/2025 4:15 PM

Date of Loss: 3/12/2025 12:00 AM

Date Inspected: 3/17/2025 1:15 PM

Date Received: 3/14/2025 1:00 AM

Date Entered: 3/17/2025 11:05 AM

Price List: ALMO8X\_MAR25  
Restoration/Service/Remodel

Estimate: THE\_HOUSING\_  
AUTHOR14

Branch-File#: 6514-4593870

Client Code: 20017

**NOTICE: This is a repair estimate only. The insurance policy may contain provisions that will reduce any payment that might be made. This is not an authorization to repair. Authorization to repair or guarantee of payment must come from the owner of the property. No adjuster or appraiser has the authority to authorize repair or guarantee payment. The insurer assumes no responsibility for the quality of repairs that may be made.**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution, fines, or confinement in prison, or any combination thereof.



**Crawford & Company**

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Peachtree Corners, GA 30092  
864-238-8892-Cell  
866-296-3187-Fax  
Christopher\_Molinaro@us.crawco.com

**THE\_HOUSING\_AUTHOR14**

**903 A Victor Tulane Circle**

**General Conditions**

<b>DESCRIPTION</b>	<b>QTY</b>
Supervision	
1. Commercial Supervision / Project Management - per hour	80.00 HR
Allowance for supervision during 8 week POR	
Temp Facilities	
2. Temporary toilet (per month)	2.00 MO
Debris Removal	
3. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA

NOTES:

**MeP**

<b>DESCRIPTION</b>	<b>QTY</b>
Electrical	
4. Megohmmeter check electrical circuits - average residence	1.00 EA
HVAC	
5. Furnace - heavy clean, replace filters and service - w/ AC	1.00 EA

NOTES:

**Main Level**

**Main Level**

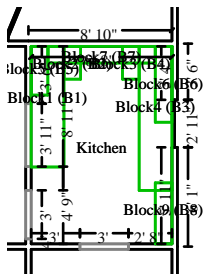


## Crawford & Company

5335 Triangle Parkway  
 Peachtree Corners, GA 30092  
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 866-296-3187-Fax  
 Christopher\_Molinaro@us.crawco.com

DESCRIPTION	QTY
6. Final cleaning - construction - Residential	799.37 SF
<b>Doors (Interior)</b>	
7. Detach & Reset Interior door - Colonist - slab only	10.00 EA
8. Seal & paint door slab only (per side)	20.00 EA
9. Seal & paint door/window trim & jamb - (per side)	20.00 EA
<b>Doors (Exterior)</b>	
10. Prime & paint door slab only - exterior (per side)	2.00 EA

NOTES:



### Kitchen

Height: 8'

165.35 SF Walls	105.79 SF Ceiling
271.14 SF Walls & Ceiling	68.58 SF Floor
7.62 SY Flooring	13.31 LF Floor Perimeter
41.73 LF Ceil. Perimeter	

Missing Wall - Goes to Floor	2' 11 15/16" X 6' 8"	Opens into LIVING_ROOM
Missing Wall - Goes to neither Floor/Ceiling	3' 10 9/16" X 3' 9 3/8"	Opens into LIVING_ROOM
Missing Wall - Goes to Floor	2' 11 15/16" X 6' 8"	Opens into LAUNDRY
Window	2' 11 1/8" X 2' 10 1/8"	Opens into Exterior

DESCRIPTION	QTY
11. Contents - move out then reset	1.00 EA
12. Floor protection - plastic and tape - 10 mil	68.58 SF
<b>Appliances</b>	
13. Install Dishwasher	1.00 EA
14. Refrigerator - top freezer - 14 to 18 cf	1.00 EA
Due to smoke intrusion.	
15. Range - freestanding - electric	1.00 EA
16. Range hood	1.00 EA
<b>Floors</b>	
17. Floor preparation for resilient flooring - Heavy	68.58 SF



## Crawford & Company

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Christopher\_Molinaro@us.crawco.com

### CONTINUED - Kitchen

DESCRIPTION	QTY
18. R&R Tile - vinyl composition	68.58 SF
19. Clean floor, strip & wax	68.58 SF
20. R&R Cove base molding - rubber or vinyl, 4" high	13.31 LF
<b>Walls</b>	
21. Batt insulation - 4" - R13 - paper / foil faced	91.34 SF
22. 5/8" drywall - hung, taped, floated, ready for paint	165.35 SF
23. Seal/prime (1 coat) then paint (2 coats) the walls	165.35 SF
24. R&R Vinyl window - double hung, 9-12 sf	1.00 EA
25. Add. charge for a retrofit window, 3-11 sf - difficult	1.00 EA
26. Add on for grid (double or triple glazed windows)	12.00 SF
27. Window blind - aluminum - 1" - 14.1 to 20 SF	1.00 EA
28. R&R Outlet	6.00 EA
29. R&R 220 volt outlet	1.00 EA
30. R&R Switch	1.00 EA
<b>Ceilings</b>	
31. Blown-in insulation - 10" depth - R26	105.79 SF
32. 5/8" drywall - hung, taped, floated, ready for paint	105.79 SF
33. Seal/prime (1 coat) then paint (1 coat) the ceiling	105.79 SF
34. R&R Fluorescent light fixture	1.00 EA
35. R&R Heat/AC register - Mechanically attached	1.00 EA
<b>Cabinets/Counters</b>	
36. Custom cabinets - base units	18.00 LF
37. Seal & paint cabinetry - lower - inside and out	18.00 LF
38. Custom cabinets - wall units - 30" tall	18.33 LF
39. Stain & finish cabinetry - upper - inside and out	18.33 LF
40. Stain & finish cabinetry - lower - inside and out	18.33 LF
41. Countertop - flat laid plastic laminate	18.33 LF
42. Add-on for mitered corner (Countertop)	2.00 EA
<b>Plumbing</b>	
43. Install Sink - double basin	1.00 EA
44. Plumbing fixture supply line	2.00 EA
45. Angle stop valve	2.00 EA



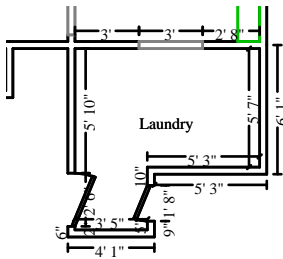
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**CONTINUED - Kitchen**

DESCRIPTION	QTY
-------------	-----

NOTES:



**Laundry**

**Height: 8'**

227.47 SF Walls	58.41 SF Ceiling
285.88 SF Walls & Ceiling	58.41 SF Floor
6.49 SY Flooring	27.24 LF Floor Perimeter
34.41 LF Ceil. Perimeter	

<b>Door</b>	<b>1' 8 1/8" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Missing Wall - Goes to Floor</b>	<b>2' 11 15/16" X 6' 8"</b>	<b>Opens into KITCHEN</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into Exterior</b>

DESCRIPTION	QTY
-------------	-----

46. Contents - move out then reset - Small room	1.00 EA
47. Floor protection - plastic and tape - 10 mil	58.41 SF
<b>Appliances</b>	
48. Detach & Reset Washer/Washing Machine - Front-loading	1.00 EA
49. Dryer - Remove & reset	1.00 EA
<b>Floors</b>	
50. Clean floor, strip & wax	58.41 SF
<b>Walls</b>	
51. Detach & Reset Door lockset & deadbolt - exterior	1.00 EA
52. Detach & Reset Door knob - interior	1.00 EA
This is for painting the doors.	
53. R&R Outlet	1.00 EA
54. R&R Switch	1.00 EA
55. R&R 220 volt outlet	1.00 EA



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### CONTINUED - Laundry

DESCRIPTION	QTY
56. Seal the walls with shellac/stain blocker - one coat	227.47 SF
57. Paint the walls - two coats	227.47 SF
58. Seal & paint wood shelving, 12" - 24" width	6.67 LF
<b>Ceilings</b>	
59. R&R Heat/AC register - Mechanically attached	1.00 EA
60. Seal the ceiling with shellac/stain blocker - one coat	58.41 SF
61. Paint the ceiling - one coat	58.41 SF
<b>Cabinets/Counters</b>	
62. Custom cabinets - wall units - 30" tall	5.25 LF
63. Stain & finish cabinetry - upper - inside and out	5.25 LF
64. Clean cabinetry - upper - inside and out	5.25 LF

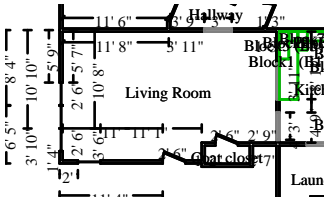
NOTES:

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## Living Room

Height: 8'

473.84 SF Walls	315.58 SF Ceiling
789.42 SF Walls & Ceiling	315.58 SF Floor
35.06 SY Flooring	64.19 LF Floor Perimeter
75.19 LF Ceil. Perimeter	

<b>Window</b>	<b>2' 5 3/4" X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' 5 3/4" X 4'</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' 5 3/4" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Window</b>	<b>2' 5 3/4" X 4'</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into COAT_CLOSET2</b>
<b>Missing Wall - Goes to Floor</b>	<b>2' 11 15/16" X 6' 8"</b>	<b>Opens into KITCHEN</b>
<b>Missing Wall - Goes to neither Floor/Ceiling</b>	<b>3' 10 9/16" X 3' 9 3/8"</b>	<b>Opens into KITCHEN</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' 1/16" X 6' 8"</b>	<b>Opens into HALLWAY</b>

### DESCRIPTION

### QTY

65. Contents - move out then reset - Extra large room	1.00 EA
66. Floor protection - plastic and tape - 10 mil	315.58 SF
<b>Floors</b>	
67. Clean floor, strip & wax	315.58 SF
<b>Walls</b>	
68. Seal the walls with shellac/stain blocker - one coat	473.84 SF
69. Paint the walls - two coats	473.84 SF
70. Detach & Reset Door lockset - exterior	1.00 EA
71. Window blind - PVC - 2" - 7.1 to 14 SF	4.00 EA
72. Paint door or window opening - 2 coats (per side)	4.00 EA
73. Paint door or window opening - Large - 2 coats (per side)	1.00 EA
74. R&R Outlet	4.00 EA
75. R&R Switch	2.00 EA
<b>Ceilings</b>	
76. Seal the ceiling with shellac/stain blocker - one coat	315.58 SF
77. Paint the ceiling - one coat	315.58 SF
78. R&R Ceiling fan & light	1.00 EA
79. R&R Chandelier	1.00 EA





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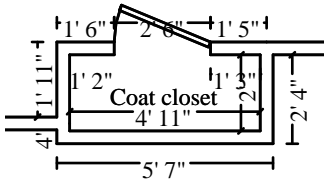
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**CONTINUED - Living Room**

DESCRIPTION	QTY
-------------	-----

NOTES:

Coat closet	Height: 8'
94.05 SF Walls	9.77 SF Ceiling
103.81 SF Walls & Ceiling	9.77 SF Floor
1.09 SY Flooring	11.34 LF Floor Perimeter
13.84 LF Ceil. Perimeter	
<b>Door</b>	<b>2' 6" X 6' 8"      Opens into LIVING_ROOM</b>



DESCRIPTION	QTY
80. Contents - move out then reset - Small room	1.00 EA
81. Floor protection - plastic and tape - 10 mil	9.77 SF
<b>Floors</b>	
82. Clean floor, strip & wax	9.77 SF
<b>Walls</b>	
83. Seal the walls with shellac/stain blocker - one coat	94.05 SF
84. Paint the walls - two coats	94.05 SF
85. Shelving - Detach & reset	4.92 LF
86. Seal & paint wood shelving, 12"- 24" width	4.92 LF
<b>Ceilings</b>	
87. Seal the ceiling with shellac/stain blocker - one coat	9.77 SF
88. Paint the ceiling - one coat	9.77 SF



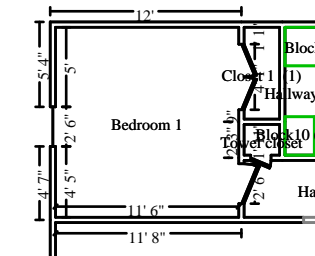
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**CONTINUED - Coat closet**

DESCRIPTION	QTY
-------------	-----

NOTES:



**Bedroom 1**

**Height: 8'**

320.20 SF Walls	136.68 SF Ceiling
456.88 SF Walls & Ceiling	136.68 SF Floor
15.19 SY Flooring	40.16 LF Floor Perimeter
46.77 LF Ceil. Perimeter	

**Window**

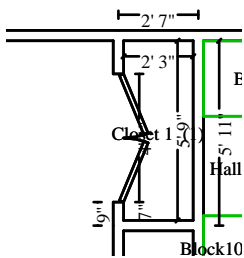
**2' 5 3/4" X 4'**

**Opens into Exterior**

**Door**

**2' 6" X 6' 8"**

**Opens into HALLWAY**



**Subroom: Closet 1 (1)**

**Height: 8'**

100.34 SF Walls	12.82 SF Ceiling
113.16 SF Walls & Ceiling	12.82 SF Floor
1.42 SY Flooring	11.86 LF Floor Perimeter
15.97 LF Ceil. Perimeter	

**Door**

**4' 1 5/16" X 6' 8"**

**Opens into BEDROOM\_3**

DESCRIPTION	QTY
-------------	-----

89. Contents - move out then reset	1.00 EA
90. Floor protection - plastic and tape - 10 mil	149.50 SF
<b>Floors</b>	
91. Clean floor, strip & wax	149.50 SF
<b>Walls</b>	
92. Seal the walls with shellac/stain blocker - one coat	420.54 SF



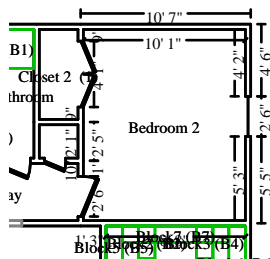
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**CONTINUED - Bedroom 1**

DESCRIPTION	QTY
93. Paint the walls - two coats	420.54 SF
94. R&R Outlet	4.00 EA
95. R&R Switch	1.00 EA
96. Seal & paint wood shelving, 12"- 24" width	5.75 LF
97. Paint door or window opening - 2 coats (per side)	1.00 EA
98. Window blind - horizontal or vertical - Detach & reset	1.00 EA
<b>Ceilings</b>	
99. Seal the ceiling with shellac/stain blocker - one coat	149.50 SF
100. Paint the ceiling - one coat	149.50 SF

NOTES:



**Bedroom 2**

**Height: 8'**

297.91 SF Walls	120.15 SF Ceiling
418.06 SF Walls & Ceiling	120.15 SF Floor
13.35 SY Flooring	37.39 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

**Door**

**2' 6" X 6' 8"**

**Opens into HALLWAY**

**Window**

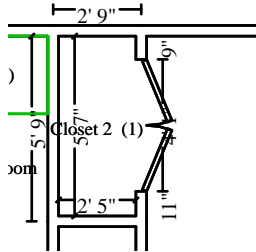
**2' 6" X 4'**

**Opens into Exterior**



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**Subroom: Closet 2 (1)**

**Height: 8'**

100.75 SF Walls	13.49 SF Ceiling
114.24 SF Walls & Ceiling	13.49 SF Floor
1.50 SY Flooring	11.91 LF Floor Perimeter
16.02 LF Ceil. Perimeter	

**Door**

**4' 1 5/16" X 6' 8"**

**Opens into BEDROOM\_2**

**DESCRIPTION**

**QTY**

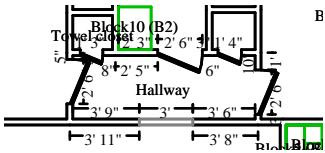
101. Contents - move out then reset	1.00 EA
102. Floor protection - plastic and tape - 10 mil	133.64 SF
<b>Floors</b>	
103. Clean floor, strip & wax	133.64 SF
<b>Walls</b>	
104. Seal the walls with shellac/stain blocker - one coat	398.65 SF
105. Paint the walls - two coats	398.65 SF
106. R&R Outlet	4.00 EA
107. R&R Switch	1.00 EA
108. Seal & paint wood shelving, 12"- 24" width	5.58 LF
109. Paint door or window opening - 2 coats (per side)	1.00 EA
110. Window blind - horizontal or vertical - Detach & reset	1.00 EA
<b>Ceilings</b>	
111. Seal the ceiling with shellac/stain blocker - one coat	133.64 SF
112. Paint the ceiling - one coat	133.64 SF

NOTES:



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## Hallway

Height: 8'

133.49 SF Walls	36.45 SF Ceiling
169.93 SF Walls & Ceiling	36.45 SF Floor
4.05 SY Flooring	14.50 LF Floor Perimeter
27.59 LF Ceil. Perimeter	

<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into BEDROOM_3</b>
<b>Missing Wall - Goes to Floor</b>	<b>3' 1/16" X 6' 8"</b>	<b>Opens into LIVING_ROOM</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into BEDROOM_2</b>
<b>Door</b>	<b>1' 3 3/4" X 6' 8"</b>	<b>Opens into Exterior</b>
<b>Door</b>	<b>2' 6" X 6' 8"</b>	<b>Opens into HALLWAY_BATH</b>
<b>Door</b>	<b>1' 3 1/4" X 6' 8"</b>	<b>Opens into TOWEL_CLOSE2</b>

### DESCRIPTION

### QTY

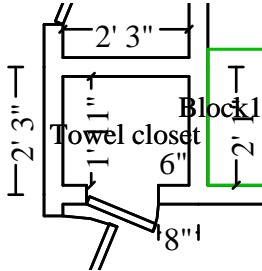
113. Contents - move out then reset	1.00 EA
114. Floor protection - plastic and tape - 10 mil	36.45 SF
<b>Floors</b>	
115. Clean floor, strip & wax	36.45 SF
<b>Walls</b>	
116. Seal the walls with shellac/stain blocker - one coat	133.49 SF
117. Paint the walls - two coats	133.49 SF
118. R&R Outlet	1.00 EA
119. R&R Switch	1.00 EA
120. Detach & Reset Door knob - interior	1.00 EA
121. Paint door or window opening - 2 coats (per side)	1.00 EA
122. R&R Door bell/chime	1.00 EA
123. R&R Thermostat	1.00 EA
<b>Ceilings</b>	
124. Seal the ceiling with shellac/stain blocker - one coat	36.45 SF
125. Paint the ceiling - one coat	36.45 SF

NOTES:



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**Towel closet**

**Height: 8'**

57.92 SF Walls	4.28 SF Ceiling
62.21 SF Walls & Ceiling	4.28 SF Floor
0.48 SY Flooring	7.03 LF Floor Perimeter
8.30 LF Ceil. Perimeter	

**Door**

**1' 3 1/4" X 6' 8"**

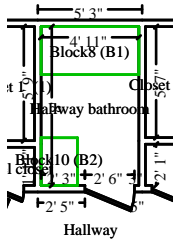
**Opens into HALLWAY**

**DESCRIPTION**

**QTY**

126. Contents - move out then reset	1.00 EA
127. Floor protection - plastic and tape - 10 mil	4.28 SF
<b>Floors</b>	
128. Clean floor, strip & wax	4.28 SF
<b>Walls</b>	
129. Seal the walls with shellac/stain blocker - one coat	57.92 SF
130. Paint the walls - two coats	57.92 SF
131. Seal & paint wood shelving, 12"- 24" width	9.00 LF
132. Detach & Reset Door knob - interior	1.00 EA
<b>Ceilings</b>	
133. Seal the ceiling with shellac/stain blocker - one coat	4.28 SF
134. Paint the ceiling - one coat	4.28 SF

NOTES:



**Hallway bathroom**

**Height: 8'**

99.56 SF Walls	27.59 SF Ceiling
127.15 SF Walls & Ceiling	23.17 SF Floor
2.57 SY Flooring	9.38 LF Floor Perimeter
16.12 LF Ceil. Perimeter	

**Door**

**2' 6" X 6' 8"**

**Opens into HALLWAY**



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DESCRIPTION	QTY
135. Contents - move out then reset - Small room	1.00 EA
136. Floor protection - plastic and tape - 10 mil	23.17 SF
<b>Floors</b>	
137. Regrout tile floor	23.17 SF
<b>Walls</b>	
138. Seal more than the ceiling perimeter with shellac/stain blocker - one coat	64.47 SF
139. Detach & Reset Towel bar	2.00 EA
140. Paint more than the ceiling perimeter - two coats	64.47 SF
141. Regrout tile	35.09 SF
Wall tile.	
142. Seal & paint vanity - inside and out	2.00 LF
143. R&R Light bar - 2 lights	1.00 EA
144. Shower curtain rod - Detach & reset	1.00 EA
145. R&R Outlet	1.00 EA
146. R&R Switch	1.00 EA
<b>Ceilings</b>	
147. Paint the ceiling - two coats	27.59 SF
<b>Plumbing</b>	
148. Toilet - Detach & reset	1.00 EA
149. Plumbing fixture supply line	1.00 EA
150. Angle stop valve	1.00 EA
151. Seal the ceiling with shellac/stain blocker - one coat	27.59 SF

NOTES:

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### Labor Minimums Applied

DESCRIPTION	QTY
152. Insulation labor minimum	1.00 EA
153. Tile floor covering labor minimum	1.00 EA





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### CONTINUED - Labor Minimums Applied

#### DESCRIPTION

#### QTY

NOTES:

#### Grand Total Areas:

2,070.88 SF Walls	840.99 SF Ceiling	2,911.88 SF Walls and Ceiling
799.37 SF Floor	88.82 SY Flooring	248.31 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	339.93 LF Ceil. Perimeter
799.37 Floor Area	937.06 Total Area	2,070.88 Interior Wall Area
1,208.71 Exterior Wall Area	147.77 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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## Montgomery Housing Authority Section 3

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### SECTION 3 CLAUSE COMPLIANCE COMMITMENT

All Section 3 covered contracts shall include the following cause (referred to as the Section 3 Clause, 24 CFR § 75.38):

- A. 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.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, 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 75 regulations.
- C. The 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.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. The 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 75.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and sub contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Acknowledged:

For: \_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Date: \_\_\_\_\_

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# Montgomery Housing Authority Section 3

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## SECTION 3 PARTICIPATION ELECTION FORM

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as in the *Federal Register* at 85 FR 61524 (codified at 24 CFR Part 75), is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, **to the greatest extent feasible**, and consistent with existing Federal, State, and local laws and regulations, be directed toward low and very low-income persons, and to businesses that provide economic opportunities to low and very low-income persons. MHA's Section 3 Policy, which is consistent with the federal Section 3 requirements, has procedures to assist grant recipients, contractors and subcontractors in understanding and complying with Section 3 requirements. Undersigned certifies that he/she has received a copy of such policy, reviewed such policy, and is familiar with the requirements set forth therein.

How will your company fulfill its Section 3 Requirement?

- Certified Section 3 Business (Include Certification)
- Priority I – Employment/Training of Section 3 Workers in the priority set forth in MHA's Section 3 Policy, Section 3C
- Priority II – Contracting with Section 3 Businesses in the priority set forth in MHA's Section 3 Policy, Section 3C

By signing below, the contractor hereby agrees to comply with the selected Section 3 requirements indicated above.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

Authorized By: \_\_\_\_\_

# Montgomery Housing Authority Section 3

Date: \_\_\_\_\_

## Section 3 Business Concern Certification Form

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 Business Certification requirements. To count as a Section 3 Business your company/firm must meet one of the listed categories below. Each category will require additional documentation to support the election. You must provide that supporting documentation with this form properly completed to be confirmed as a Section 3 business. If this form is submitted without the required supplemental data, your certification will not be processed.

CATEGORY	DOCUMENTATION REQUIRED	YOUR ELECTION
a business at least 51 percent owned by low- or very low-income persons;	Proof of ownership showing all owners and their percentages and a completed Section 3 Individual Self-Certification form for all low- and very low-income owners	←
Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or	Provide the last 90 days full payrolls for the entire company, make a list of the names from the payrolls of the Section 3 workers, and provide a completed Section 3 Individual Self- Certification for all low- and very low-income workers you list	
It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.	Proof of ownership showing all owners and their percentages and a Section 3 Individual Self-Certification form for all public housing and/or Section 8 owners	←
		←

I hereby certify to the US Department of Housing and Urban Development (HUD) that all of the information on this form is true and correct. I attest under penalty of perjury that my business meets the elected definition and understand proof of this information may be requested. If found to be inaccurate, I understand that I may be disqualified as a certified Section 3 business.

Full Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_