



**Fire Damage Unit 1902 A and B Gibbs Dr. in Gibbs Village East
IFB Number 2026-04**

TYPE OF PROJECT: Invitation for Bids (IFB) for electrical, HVAC, plumbing, insulation, floors, drywall, painting, cleaning, Hover roof installation, and other repairs at 1902 A and B Gibbs Dr., in Gibbs Village East located at 1701 Terminal Rd., Montgomery, AL 36108.

DATE OF ISSUANCE: **FRIDAY, MAY 1, 2026**

DESCRIPTION OF SERVICES: Fire Damage Repairs of Units A and B at 1902 Gibbs Dr., in Gibbs Village East

CONTACT PERSON: **SHEILA BROWN**
PROCUREMENT/CONTRACT ADMINISTRATOR
sbrown@mhatoday.org

PRE-BID CONFERENCE: **FRIDAY, MAY 22, 2026 @ 10:00 AM CST**
Gibbs Village East Community Center
1703 Terminal Rd.
Montgomery, Alabama 36108

LAST DAY FOR QUESTIONS: **FRIDAY, MAY 29, 2026 @ 3:00 PM CST**

SUBMISSION DEADLINE: **FRIDAY, JUNE 5, 2026 @ 9:30 AM CST**

SUBMISSION ADDRESS: Montgomery Housing Authority
Attention: Procurement Office
525 South Lawrence Street
Montgomery, Alabama 36104

BID OPENING ADDRESS: Montgomery Housing Authority
525 South Lawrence Street
Montgomery, Alabama 36104

BID OPENING DATE: **FRIDAY, JUNE 5, 2026 @ 9:30 AM CST**

A complete copy of the IFB can be obtained by emailing sbrown@mhatoday.org, via website at www.mhatoday.org/procurement, accessing Housing Agency Marketplace at <https://ha.internationaleprocurement.com/> or visiting MHA's procurement department at 525 S. Lawrence St., Montgomery, AL 36104

A Pre-Bid conference will be held at 10:00 AM (CST) on Friday, May 22, 2026, Gibbs Village East Community Center, 1703 Terminal Rd., Montgomery, AL 36108. Attendance isn't mandatory but bidders are encouraged to attend.

Sealed bids will be accepted at the Montgomery Housing Authority, 525 South Lawrence Street, Montgomery, Alabama, 36104, by mail in a bid package prior to the date and time noted above to the attention of Sheila Brown, Procurement Department. Bidders may also submit bid pricing electronically on the Housing Agency Marketplace (eProcurement) at ha.internationaleprocurement.com (no www). It is suggested that bidders register in advance of submitting and electronic bids. No electronic bids will be received via email or any other transmission. Pre-qualification of bidders is not required prior to submission of a bid. **Late hard copy or electronic submissions will not be accepted.**

A General Contractors license should be provided with the bid to the extent required under Ala. Code Section 34-8-1, et seq. Contractors must meet the statutory requirements, including liability and workers compensation insurance and maintaining a license in good standing. Alabama Licensing Board for General Contractors New Release dated September 30, 2024, is attached hereto. **All bidders must include a current license or provide a licensure number with the submission of the bid (Tab 10).**

The responsibility for submitting a response to this IFB to the Montgomery Housing Authority on or before the stated time and date will be solely and strictly the responsibility of the bidder. The Housing Authority is not liable for any costs incurred by the Bidder prior to issuance of a contract. The Bidder shall wholly absorb all costs incurred in the preparation and presentation of the bid.

Pre-qualification of bidders is not required prior to submission of a bid.

1.0 SCOPE OF SERVICE:

The Bidder shall provide fire damage repairs at units A and B of 1902 Gibbs Dr., in Gibbs Village East, located at 1701 Terminal Rd., Montgomery, AL 36108. The bidders shall provide these services in accordance with the insurance specifications and drawings.

The Insurance Specifications and Drawings are attached hereto as Exhibit A.

2.0 GENERAL CONDITIONS:

2.1 Conformity with IFB

All bids must conform to the requirements presented in this IFB. Bids not in conformity may be rejected. Exceptions to any requirement must be clearly noted in the bidders' response.

2.2 Contract Terms

MHA anticipated the awarding of a 120-calendar day contract. All items included in this IFB 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.

MHA required HUD Form 5370 C, Sections I and II, attached hereto to be included in all executed contracts.

The Awardee agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to *knowingly* hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama.

E-verification documentation will be required for all awardees employees and/or independent contractors (1099) from an ensuing contract.

2.3 Business License

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 IFB. Any current copies of licenses should be included in the submission of this IFB. The awardee will obtain and maintain the current business license in good standing and on file in the Procurement/Contract Office of the Montgomery Housing Authority, during the duration of the contracted work.

2.4 Right to Reject Bids

The MHA reserves the right to reject any or all bids, to waive technicalities and to accept any offer deemed to be in the best interest of MHA. Montgomery Housing Authority reserves the right to seek additional or new bids and to waive informalities and minor inequities in bids received.

2.5 Rights to Submitted Material

All bids, responses, inquiries or correspondence relating to or in reference to this IFB, and all reports, charts, displays, schedules, exhibits, and other documents provided by companies will become the property of the MHA when received.

2.6 Required Forms

The necessary HUD forms are attached hereto.

Each bid must contain an executed copy, if applicable, of the following attachments. If a form does not apply, please state 'not applicable' and include in the bid submission:

- HUD 5369 Instructions for Bidders
- HUD 5369-A Representations/Certifications of Bidders
- HUD 5370-C Section I and Section II, General Conditions for Non-Construction Contracts
- HUD 50070 Drug-Free Workplace Certification
- HUD 50071 Certification of Payments to Influence Federal Transactions
- HUD SF-LLL Disclosure of Lobbying Activities
- Bid Bond
- Certificate as to Corporate Principal Form
- Non-Collusive Form
- Previous Participation Certification
- Bid Submittal Form
- Davis Bacon Wage Rates (**Sign bottom of wage rates**)
- Maintenance Wage Rate Determination (**for maintenance laborers/mechanics only, sign bottom of wage rates**)
- Form of Bid
- Profile of Firm
- Performance Bond – **Submit if awarded.**
- Payment Bond – **Submit if awarded.**
- Section 3 Compliance and Participation Election Form (**Attached hereto as part of Exhibit B1**)
- Build America, Buy America Compliance
- Company Information Form (**Last page of this IFB**).
- Alabama Licensing Board for General Contractors News Release dated September 30, 2024

2.7 Additional Information

All inquiries, requests for site visits and/or additional information relative to this IFB should be directed to Sheila Brown, Procurement/Contract Administrator at sbrown@mhatoday.org by the date and time as indicated on page one of this IFB (Last Day for Questions).

2.8 Insurance & Bid Security (Bond)

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.

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 the contractor's bid but is not required to be more than \$10,000.00.

For construction contracts greater than \$250,000, the above bonds/guaranties must be obtained from guarantee or surety companies acceptable to the U. S. Government and authorized to do business in the State where the work is to be performed. Individual sureties shall not be considered. U. S. Treasury Circular Number 570 lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies on this circular is mandatory.

3.0 COMPANY/FIRM INFORMATION:

A major consideration in awarding a contract is the experience and services of the contractor. The following information is requested from each company:

General Company Information

Each company must furnish a brief history of itself including how long it has been in business and any major offices located in Montgomery and/or any major offices located in the Southeast United States. List three references (name, address and telephone number) that may be contacted where similar work has been performed.

4.0 SELECTION and AWARDING PROCESS:

4.1 Invitation for Bids (IFB)

This IFB is intended to provide interested contractors with uniform information concerning the MHA's requirements for providing the services requested.

BONDING: All non-cash Bonds shall be issued by companies licensed to do business in the State of Alabama, approved by the U.S. Treasury and "A" rated or better. Payment & Performance Bonds shall be provided prior to the contract execution by both parties.

- 4.1.1 Performance Bond:** The Contractor must provide MHA a 100% Performance Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.
- 4.1.2 Payment Bond:** The Contractor must provide MHA a 100% Payment Bond for the total contract value; however, if the Contractor fails to present to MHA a performance bond that is acceptable to MHA prior to the contract execution by both parties, then the Contractor shall be in breach of contract.
- 4.1.3** For any Public Works contract for an amount of \$100,000 or more, before commencing the work, the contractor shall execute a bond, payable to MHA, in an amount not less than 50 percent of the contract price, 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 attorney 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%.

4.2 TIME FOR COMPLETION: The Contractor shall immediately mobilize and commence work at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within the specified time in the Notice to Proceed. MHA anticipates a mobilization period of 7 days. **The awarded Contractor will be required to attend a pre-construction meeting prior to the start of the project.**

4.3 SAFETY: Subject to prior approval by MHA as to size, design, type and location, and to local regulations, the Contractor and his/her subcontractors shall erect Temporary Safety Signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect, and maintain such signs as may be required by safety regulations and as necessary to safeguard life and property.

4.4 BIDDERS CALCULATIONS: Each Bidder is responsible to field verify the items requested on any project. This shall include demolition, disposal, preparation, installation, overhead, profit, bonding, general liability, labor burden, weather conditions, field verified quantities, and encumbrances. All prices submitted by the Contractor must include these variables. MHA shall not pay additional sums for a bidder's failure to factor these conditions into the bids. Failure to consider any of the factors listed below shall not negate the Bidder's responsibility to perform if awarded a contract and assigned a project.

- 4.4.1 Verify Approximations:** The bidder must Field Verify All Grades, and Conditions. Please visit the property to determine on how these variables may impact the bid costs.
- 4.4.2 Demolition Approximations:** The bidder's Unit Pricing must include for the possibility of removal of all layers of existing material supporting or attached to the material to be replaced or repaired on any project assigned by MHA.
- 4.4.3 Material Storage:** The bidder must consider that on-site storage may not be permitted at the site. Bidders must understand that any on-site storage of material must be approved in advance by MHA. MHA shall not be responsible for any off-site storage or delivery fees.

4.5 WARRANTIES: All items installed under any contract resulting from this IFB must include both a Manufacturer's Warranty, if applicable, plus a minimum of a one (1) year Warranty from the Contractor for labor and installation except as specified otherwise herein. This period will begin on the date of "FINAL" acceptance by MHA.

5.0 BID FORMAT:

5.1 Bids should be written in a concise, straightforward and forthright manner. Superficial marketing statements and materials should be avoided. Bids should be organized in the following manner, using required forms where appropriate:

5.2 Tabbed Submittal

The Agency intends to retain the Contractor who is deemed the “Lowest, most responsive, most responsible Bid”. Therefore, so that the Agency can properly evaluate the offers received, all submittals in response to this IFB must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers, which number extends so that each tab can be located without opening the submittal and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

IFB Section	Tab No.	Description
5.2.1	1	Form of Bid. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
5.2.2	2	Form HUD-5369-A Representations/Certifications of Bidders, Form HUD SF-LLL Disclosure of Lobbying Activities, Form HUD 50071 Certification of Payments to Influence Federal Transactions, Form HUD 50070 Certification for a Drug-Free Workplace, Form HUD 2530 Previous Participation Certification, and Non-Collusive Form. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
5.2.3	3	Profile of Firm Form. This 2-page Form must be fully completed, executed, and submitted under this tab as a part of the bid submittal.
5.2.4	4	Proposed Services. The bidder shall place under this tab documentation further explaining the bidder’s services and showing how the bidder intends to fulfill the requirements of the scope of work listed in the preceding Section Part IV herein, including, but not limited to: (Bidder must place Bid Bond and Bid Submittal under this tab)
5.2.4.1		The bidder’s DEMONSTRATED UNDERSTANDING of the AGENCY’S REQUIREMENTS .
5.2.4.2		The APPROPRIATENESS of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
5.2.4.3		The bidder’s TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
5.2.4.4		The bidder’s DEMONSTRATED EXPERIENCE in performing similar work and the bidder’s DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules, and performance requirements) of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
5.2.4.5		If appropriate, how staff are retained, screened, trained, and monitored.
5.2.4.6		The proposed quality control program.
5.2.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; Internet; etc.).
5.2.4.8		A complete description of the products and services the firm provides.
5.2.4.9		Proposed Engagement Letter. A copy of the bidder’s proposed engagement letter. Please note that the Agency WILL NOT accept this engagement letter as the eventual contract but will consider including the proposed engagement letter as an appendix to the eventual contract that is executed. The Agency retains the right to (and most likely will) require certain revisions to the engagement letter, especially of proposed terms that either, in the Agency’s opinion, conflict with the terms listed within the contract.
5.2.5	5	Managerial Capacity/Financial Viability/Staffing Plan. The bidder’s entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (1) and (4) of the Profile of Firm Form . Such information shall include the bidder’s qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).

5.2.6	6	Client Information. The bidder shall submit a listing of former or current clients, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
5.2.6.1		The client's name;
5.2.6.2		The client's contact name;
5.2.6.3		The client's telephone number and email address;
5.2.6.4		A brief description and scope of the service(s) and the dates the services were provided.
5.2.7	7	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
5.2.8	8	Subcontractor/Joint Venture Information. The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the bidder under the preceding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. Bidder shall submit a Profile of Firm form for each subcontractor.
5.2.9	9	Section 3 Plan and Participation Election Form Documentation. All bidders must read the attached Section 3 Plan "Exhibit B". 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 included under this tab and be fully completed and executed. These forms are attached hereto as "Exhibit B1".
5.2.10	10	Other Information. The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation. Bidder shall include the Company Information form located at the end of this IFB. Bidder shall also include copy of current General Contractor license or license number as required by Alabama Code Section 34-8-1, et seq., and a current business license under this tab (if business license isn't already on file).
5.2.11		No Information Placed under a Tab. If no information is to be placed under any of the above noted tabs, please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." <u>DO NOT</u> eliminate any of the tabs.
5.2.12		Proposal Submittal Binding Method. It is preferable and recommended that the bidder bind the proposal submittals in such a manner that the Agency can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, and then conveniently return the proposal submittal to its original condition. Do not staple pages together.

5.3 Bid Submittal

Bids must be submitted in **one sealed envelope as one binder** that shows the company's name and address and **clearly** written on the outside of the sealed envelope must be the words **"Fire Damage Repairs 1902 A and B Gibbs Dr., in Gibbs East" IFB #2026-04, DEADLINE: Friday, June 5, 2026, at 9:30 am CST, bidder shall include General Contractor License or License Number with bid submittal.** All bids must be submitted in accordance with the conditions and instructions provided herein. **Do not staple pages together within bid submittal.** Bids must contain all information listed in Section 5.0 Bid Format of this IFB. All bids must remain open for acceptance for ninety (90) days.

6.0 DAVIS BACON WAGE DETERMINATION:

Bidders must agree to pay their employees not less than the minimum wage rates for residential work prescribed by General Decision Number: AL20260054, dated January 2, 2026, and the HUD 52158 Maintenance Wage Rate Determination. **A copy of each is attached to the bid package.** In addition, certified weekly payroll forms will be required and submitted to MHA's Project Manager. **Bidder will sign the bottom of each wage determination form to acknowledge receipt and include in bid.**

7.0 MATERIALS:

The selected contractor shall provide, install and complete work utilizing proprietary materials and products, as necessary to comply with MHA's intent and interest in standardizing its materials and products.

8.0 CHANGE ORDERS:

The contractor will immediately notify the Project Manager in the event of the need for change orders. Change Orders must comply with the following:

- a) Contractor must fill out a Construction Change Order Form (form AIA G701) offering a detailed explanation for the change order itemizing changes to be made;
- b) Contractor must offer a written itemized estimate, for the amount of money to be added to the original contracted price signed and dated by the contractor;
- c) Construction Change Order must be approved and signed by MHA's President/CEO, who is the Contracting Officer as well as the Architect.

Beyond the above referenced written communications, Bidders and their representatives may not make any other form of contact with MHA Staff, Board members or residents. Any improper contact by or on behalf of a Bidder may be grounds for disqualification.

9.0 ACCEPTANCE OF WORK & PAYMENTS:

1. Prior to acceptance and approval of payment, the Architect and MHA's Project Manager **must** sign off on all work completed.
2. Payment to the Contractor shall be made upon acceptance of the work. By virtue of submitting a Periodic Estimate for Partial Payment (form HUD-51001), the Contractor certifies that all work for which partial and final payment is requested was completed in accordance with the scope of work. Payment to the Contractor shall also be made upon acceptance of required AIA forms.
3. Acceptance of the work and approval of payment must be in writing and signed by the Architect and MHA's Project Manager or their authorized representative, prior to submission to the Accounting Department for payment.

10.0 SECTION 3 COMPLIANCE:

All bidders are required to read MHA's Section 3 plan and be familiar with the timing of submission of requested/required forms. This information is attached hereto as "Exhibit B"-MHA's Section 3 plan and Links for Electronic Submission of Section 3 Forms. The Section 3 Plan as well as electronic links can also be found at www.mhatoday.org, by clicking on 'Services', then 'Bidding Opportunities', then the 'Section 3' tab.

Below is a snapshot of what will be included in all Section 3 covered contracts. Section 3 requirements do not apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section

3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3.

The following are also exemptions of Section 3 request- Professional service jobs are defined in 24 CFR 75.5 as "non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services." These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

"All Section 3 covered contracts shall include the following clause (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 subcontracts 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)."

11.0 BUILD AMERICA, BUY AMERICA (BABA) COMPLIANCE:

All bidders will be required to comply with Build America, Buy America (BABA) from any ensuring contract award.

Contractor acknowledges that the Project is subject to the Build America, Buy America Act ("BABA"), enacted as part of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, and Contractor agrees to comply with BABA. Pursuant to BABA, Contractor is required to apply a domestic content procurement preference (the "Buy America preference" or "BAP") for all iron, steel, manufactured products, and construction materials incorporated into the Project. All iron, steel, manufactured products and construction materials incorporated into the Project must be produced in the United States, including such materials installed by any subcontractors or suppliers. Definitions of iron, steel, manufactured products, and construction materials can be found in 2 C.F.R. Part 184 and are incorporated herein by this reference. Additional information regarding BABA requirements and compliance may be found at: https://www.hud.gov/program_offices/general_counsel/build_america_buy_america and is incorporated herein by this reference.

A. Opinions and Estimates

All opinions and estimates relating to costs or expenses prepared or provided by Contractor relating to the Project shall incorporate, be consistent with, and reflect compliance with BABA requirements.

B. Confirmation of Compliance

From the date of this Agreement until three (3) years after the Project is completed, Contractor must obtain and maintain records sufficient to:

- (1) track all product purchases relating to the Project in sufficient detail to identify the source of the funding for the purchase; and
- (2) demonstrate compliance with BABA as follows:

(i) for products purchased in compliance with the BAP, obtaining and maintaining documentation that the product complied with BAP requirements; and

(ii) for products purchased pursuant to a waiver or other exemption from the BAP, obtaining and maintaining adequate information to validate that the purchase was covered by a waiver or other exemption.

For all iron, steel, manufactured products, and construction materials incorporated into the Project, Contractor shall, upon receipt of the same, obtain confirmation that the product or material was purchased in compliance with the BAP. Such confirmation must take one or more of the following forms:

- (1) A certificate from the manufacturer or reseller stating that the product complies with BABA;
- (2) For products that cost less than \$100 per product, a copy of a label that indicates the product was made in the United States; or
- (3) For small purchases of product that are less than the Simplified Acquisition Threshold (see 2 CFR 200.320(a)(2), as may be adjusted from time to time, either a copy of a product specification that provides sufficient detail to conclude that the product complies with the BAP or a certification from a manufacturer or reseller of a product that confirms that the product is BABA compliant.

C. Recordkeeping Requirements and Examination Rights

Contractor must keep and maintain all records it is required to obtain pursuant to this section for a minimum of three (3) years from the date the Project is completed. PHA shall have access to and the right to examine, at any time and at its sole discretion, any of Contractor's books, documents, papers, or other records relating to the Project including without limitation, products used, from the date of this Agreement until three (3) years from the date the Project is completed.

D. Termination for Failure to Comply

If at any time Contractor fails to comply with the BAP, BABA, or the terms of this section, Contractor shall notify PHA immediately. Any such failure shall constitute a material breach of this Agreement and shall constitute good cause for PHA to terminate this Agreement at its sole discretion, following any applicable cure period.

E. Indemnification by Contractor

Contractor shall hold defend, indemnify, and hold harmless PHA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of PHA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, audit expenses and costs, regulatory proceedings, costs, or expenses (including without limitation reasonable attorneys' fees and costs), whether or not involving a third-party claim, which arise out of, relate to, or result from any failure of Contractor or its subcontractors and suppliers to comply with the BAP, BABA, or this section.

F. Survival

The terms of this section shall survive the expiration or termination of this Agreement.



PROCUREMENT OFFICE
525 SOUTH LAWRENCE STREET
MONTGOMERY, ALABAMA 36104

IFB 2026-04 Fire Damage Unit 1902 A and B Gibbs Dr. in Gibbs Village East

COMPANY INFORMATION FORM

Bidder shall complete this form and include it in the bid packet under tab 10

COMPANY NAME:

COMPANY ADDRESS:

TELEPHONE #:

FAX #:

E-MAIL:

CONTACT(name):

YEARS OF OPERATION:

DESCRIPTION OF WORK:

REFERENCES:

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

(1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

(2) separate performance and payment bonds, each for 50 percent or more of the contract price;

(3) a 20 percent cash escrow;

(4) a 25 percent irrevocable letter of credit; or,

(5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, 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, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

General Conditions for Non-Construction Contracts

Section I — (With or without 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 non-construction 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-5370-C 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 905.100) **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 I - Clauses for All Non-Construction Contracts greater than \$250,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA 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: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA 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 (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) 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 HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA 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 this Contract.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - () The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

(v) The prohibition does not apply as follows:

- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
 - (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
 - (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] 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, sexual orientation, gender identity, disability, or national origin. 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 [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] 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.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further 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 Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further 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 Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of 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 sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (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) 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
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. 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 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

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

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.

Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban Development

Public reporting burden. Public reporting burden for this collection of information is estimated to average 0.25 hours 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 8210, Washington, DC 20410-5000. Do not send completed forms to this address. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. HUD is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected will provide proposed budget data for multiple programs. HUD will use this information in the selection of applicants. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.

(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature X	Date

form **HUD-50070** (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

Public reporting burden for this information collection is estimated to average 30 minutes, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. 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.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 an 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, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction 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 of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> : Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

BID BOND

BOND NO. _____

KNOW ALL BY THESE PRESENTS, that we _____
_____ as Principal, hereinafter called the Principal, and _____
_____ (Bonding Company), a corporation duly organized
under the laws of the State of Alabama as Surety, hereinafter called the Surety, are held and firmly
bound unto the Montgomery Housing Authority (MHA) for the sum of \$ _____ Dollars
(\$ _____), for the payment of which sum will and truly to be made, the said
Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE , if the Montgomery Housing Authority shall accept the bid of the Principal
and the Principal shall enter into a contract with the MHA in accordance with the terms of such
bid, and give such bond or bonds as may be specified in the bidding or Contract documents with
good and sufficient surety for the faithful performance of such contract and for the prompt payment
of labor and materials furnished in the prosecution thereof, or in the event of the failure of the
MHA, the difference not to exceed the penalty hereof between the amount specified in said bid and
such larger amount for which the MHA may in good faith contract with another party to perform
work covered by said bid or an appropriate required amount as specified in the Invitation for Bids
then this obligation shall be null and void, otherwise to remain in full force and effect.

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

Principal

Witness

Title

Bonding Company

Witness

By: _____
Attorney in Fact



Bid Form
IFB 2026-04 Fire Damage Units 1902 A and B Gibbs Dr.
in Gibbs East

To: _____ Date: _____
(Awarding Authority)

In compliance with your Advertisement for Bids 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 construction/installation 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 Specifications (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 construction complete as shown and specified, the sum of _____ Dollars

(\$ _____)

Continue on page 2

Bidder shall certify Base Bid Amount by signing below and submitting with bid submittal.

Company Name: _____

Contractor's Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the
_____ of the corporation
named as the Principal in the within bond; that _____,
who signed the said bond on behalf of the Principal was then _____
of said corporation; that I know his signature, and his signature thereto is genuine, and that said
bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of
its governing body.

(Affix Corporate Seal)

NON-COLLUSIVE AFFIDAVIT
(Prime Bidder)

State of _____

County of _____

_____, Being first duly sworn, deposes and says that he/she is _____, (a partner or officer of the firm of, etc.) the party making the forgoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement to collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Montgomery Housing Authority of any person interested in the proposed contract:

And that all statements in said proposal or bid are true.

(Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation)

Subscribed and sworn to before me this

_____ Day of _____, 20_____

My commission expires _____, 20_____

WUFGrcetvo gpvqhJ qwłpi cpf Włdcp F gxgnro gpv
Office of Housing/Federal Housing Commissioner

WUFGrcetvo gpvqhCi tlewwwt g
Farmers Home Administration

Rctv Kw dg eqo rıgvf d{ Rtlpekr cm qhO wñkco kř Rtqlgevu (See instructions)		Hqt J WF J S Hb J C wug qprř	
Reason for submission: 30 Agency name and City where the application is filed		4. Project Name, Project Number, City and Zip Code	
5. Loan or Contract amount \$	6. Number of Units or Beds	7. Section of Act	8. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

90Nłwcmrtqr qvřf Rtlpekr cm ecpf eweį qti eplę cvkqp ej ctvłqt cmqti eplę cvkqp

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	: Tqq qhGcej Rtlpekr cnlp Rtqlgev	; 0Gzrgevř ' Qy pgt uj lr lp Rtqlgev	320UP qt KřUGo rıñř gt Pwo dgt

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Y ctłpi** <HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

- Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
- For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
- All the names of the principals who propose to participate in this project are listed above.
- None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
- None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
- None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
- None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
- Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

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Vj kłřto rtgrctřf d{ řřtlpvpcog+		Ctgc Eqf g cpf Vgř0Pq0	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 02/29/2016)

Uej gf wng C< Nkuvqh Rt gxlqwu Rt qlgevu cpf Ugevlqp : Eqpvt cevu0 Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Pqvg<** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, "**P q r t g x l q w u r c t v l e k c v l q p . H l t u v G z r g t l g p e g ö .**"

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation [g u P q K { g u g z r r e l p		6. Last MOR rating and Physical Insp. Score and date

Rct v H Hqt J WF Kpvt pcnRt qegulpi Qprf

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)		
Staff	Processing and Control			
Supervisor		Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date (mm/dd/yyyy)

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Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Ectghwí tgcí vj g egtvllcevg dghgt g (qvwí p h)

Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Rwt r qv< This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Y j q O vwí p cpf Hlg Hqt o J WF/4752<

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Gzevrklp hqt Eqtrqevklp – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is **hmd** disclosure.

Gzgo r vkpu ó The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Y j gt g cpf Y j gp Hqt o J WF/4752 O vwí Dg Hlgí

<The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).

- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and Handicapped).
- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Tgxly qh Cf xgtug Fvgto lpcvklp< If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Ur gelle Nlpg Ípwt wevkpu<

Tgeupp hqt uvdó kvípi this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Dmjem3< Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Dmjem 4< Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or

the State or local housing finance agency project or contract number. Include **cm** project or contract identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Dmjem 5< Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Dmjem 6< Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Dmjem 7< Fill in the section of the Housing Act under which the application is filed.

Dmjem 9< Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Dmjem: < Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Con-tractor, Packager, Consultant, Nursing Home Administrator etc.

Dmjem; < Fill in the percentage of ownership in the proposed project that each principal is expected to have.

Dmjem 32< Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

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Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **o vwí dg** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Eqno p 40 All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Eqno p 50 List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Equo p 60 Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Equo p 70 Explain any project defaults during your participation.

Equo p 80 Provide the latest Management Review (MOR) rating and Physical Inspection score.

Egtvllcvtqp After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form

should fill in the date of the signature and a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony

convictions within the past 10 years. If you are convicted of a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Rtlxce{ CevUcvgp gpv The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Rwdnle tgrqtvpi dwtf gp for this collection of information is estimated to average 1 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. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

FORM OF BID

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed submittal.)

(1) Instructions. Unless otherwise specifically required, the items listed below must be completed and included in the bid submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" bid submittal submitted by the bidder. Also, complete all the statements and certifications listed following herein:

[Table No. 1]

"X" = Item Included	Tab No.	Submittal Item (one original signature copy of each document)
	1	Form of Bid
	2	All HUD forms and other required forms
	3	Profile of Firm Form
	4	Proposed Services, Bid Bond, Bid Form
	5	Managerial Capacity/Financial Viability, including resumes
	6	Client Information
	7	Equal Employment Opportunity Statement
	8	Subcontractor/Joint Venture Information
	9	Section 3 Compliance, Participation Election Forms and Certified Business Concern Certification
	10	Other Information

(2) SECTION 3 STATEMENT. Are you a Certified Section 3 business?
 Yes No If "YES," please also provide your certificate under tab 9.

(3) Debarred Statement. Has this company, or any principal(s) thereto, ever been debarred from providing 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.

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

FORM OF BID

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed submittal.)

(4) Disclosure Statement. Does this company or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the Agency? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status.

(5) Felony Disclosure. Has any principal(s) or any person(s) proposed to perform the work ever been convicted of a felony? Yes No If "Yes," please attach a full detailed explanation, including dates, circumstances, and current status. PLEASE NOTE: The Agency reserves the right to not make award to any bidder that has staff who has been convicted of a felony if the Agency feels that doing such is in its best interests.

(6) Non-Collusive Affidavit. The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from 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 bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other bidder or to secure any advantage against the Agency or any person interested in the proposed contract; and that all statements in said bid are true.

(7) Bidder's Statement. The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the Agency discovers that any information entered herein to be false, such shall entitle the Agency to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency. Pursuant to all IFB Documents, this Form of Bid, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned bids to supply the Agency with the services described herein for the fee(s) entered within the areas provided within the bid submitted binder pertaining to this IFB.

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed bid submittal.)

(1) Prime Sub-contractor (This form must be completed by and for each).

(2) Name of Firm:

Telephone:

Fax:

Email:

(3) Street Address, City, State, Zip:

(4) Please attached a brief biography/resume of the company, including the following information: (a) Year Firm Established; (b) Year Firm Established in Alabama; (c) Former Name and Year Established (if applicable); (d) Name of Parent Company and Date Acquired (if applicable).

(5) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(6) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

Signature

Date

Printed Name

Company

PROFILE OF FIRM FORM

(This Form must be fully completed and placed under Tab No. 3 of the "hard copy" tabbed submittal.)

(7) Bidder Diversity Statement. You must mark all the following that apply to the ownership of this firm and enter where provided enter the correct percentage (%) of ownership of each:

- | | | | |
|------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Caucasian
American (Male)
_____ % | <input type="checkbox"/> Public-Held
Corporation
_____ % | <input type="checkbox"/> Government
Agency
_____ % | <input type="checkbox"/> Non-Profit
Organization
_____ % |
|------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------------|

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

- | | | | | | | |
|----------------------------------------------------------|----------------------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Resident-
Owned*
_____ % | <input type="checkbox"/> African
American
_____ % | <input type="checkbox"/> Native
American
_____ % | <input type="checkbox"/> Hispanic
American
_____ % | <input type="checkbox"/> Asian/Pacific
American
_____ % | <input type="checkbox"/> Hasidic
Jew
_____ % | <input type="checkbox"/> Asian/Indian
American
_____ % |
| <input type="checkbox"/> Woman-Owned
(MBE)
_____ % | <input type="checkbox"/> Woman-Owned
(Caucasian)
_____ % | <input type="checkbox"/> Disabled
Veteran
_____ % | <input type="checkbox"/> Other (Specify):
_____ % | | | |

WMBE Certification Number:

Certified by (Agency):

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

(8) Federal Tax ID No.:

(9) Local Business License No. (if applicable):

(10) State of Alabama License Type and No.:

(11) Federal License Type and No.:

(12) Worker's Compensation Insurance Carrier:

Policy No.:

Expiration Date:

(13) General Liability Insurance Carrier:

Policy No.

Expiration Date:

(14) Professional Liability Insurance Carrier:

Policy No.

Expiration Date:

Signature

Date

Printed Name

Company

MONTGOMERY HOUSING AUTHORITY, AL

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

=====
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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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)).

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.

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 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

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**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.)

Agency Name:	DBLS Agency ID No:	Wage Decision Type: <input type="checkbox"/> Routine Maintenance <input type="checkbox"/> Nonroutine Maintenance
	Effective Date:	Expiration Date:

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.

DBLS Staff Signature

Date

Name and Title

WORK CLASSIFICATION(S)	HOURLY WAGE RATES	
	BASIC WAGE	FRINGE BENEFIT(S) (if any)

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)

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

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

Insured: The Housing Authority of the City of Montgomery, A
 Business: 1902 Gibbs Drive
 Montgomery, AL 36108
 Home: 1902 Gibbs Drive
 Montgomery, AL 36108
 Property: 1902 Gibbs Drive
 Montgomery, AL 36108
 Business: (334) 206-7104

Claim Rep.: Christopher Molinaro
 Position: Executive General Adjuster
 Company: Crawford & Company
 Business: 5909 Peachtree Dunwoody Road
 Atlanta, GA 30328
 Business: (864) 238-8892

Estimator: Christopher Molinaro
 Position: Executive 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: A8RN2 **Policy Number:** HAPI-551-251411-2025 **Type of Loss:** Fire

Coverage	Deductible	Policy Limit
Building	\$25,000.00	\$309,527.00

Date Contacted: 1/2/2026 12:52 PM
 Date of Loss: 1/1/2026 12:00 AM Date Received: 1/2/2026 12:00 AM
 Date Inspected: 1/6/2026 12:52 PM Date Entered: 1/6/2026 7:17 AM

Price List: ALMO8X_JAN26
 Restoration/Service/Remodel
 Estimate: THE_HOUSING_ Branch-File#: 6514-4698460
 AUTHOR15
 Client Code: 20017



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
Executive General Adjuster
Phone: (864) 238-8892
E-Mail: Christopher_Molinaro@us.crawco.com
5335 Triangle Parkway
Peachtree Corners, GA 30092

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.



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 Peachtree Corners, GA 30092

THE_HOUSING_AUTHOR15

General Conditions

DESCRIPTION	QTY
Supervision	
1. Commercial Supervision / Project Management - per hour Allowance during 4 month POR	160.00 HR
Temporary Utilities	
2. Temporary toilet (per month)	8.00 MO
3. R&R Temporary power - hookup	1.00 EA
4. Temporary power usage (per month)	4.00 MO
5. Temporary water - hookup fee - Commercial	1.00 EA
6. Temporary water - usage - (per month) - Commercial	4.00 MO
7. Job-site cargo/storage container - 20' long (per month)	4.00 MO
8. Job-site cargo container - pick up/del. (each way) 16'-40'	2.00 EA
Equipment	
9. Crane and operator - 14 ton capacity - 65' extension boom	24.00 HR
10. Rental equipment delivery / mobilization (Bid item)	1.00 EA
Debris Removal	
11. Dumpster load - Approx. 20 yards, 4 tons of debris	6.00 EA
Permitting, Architectural, Engineering	
12. Permits & Fees (Agreed Price)-AS INCURRED	1.00 EA
13. Engineering fees (Bid Item)-AS INCURRED	1.00 EA
14. Architectural/Drafting fees (Bid Item)-AS INCURRED	1.00 EA

NOTES:

Unit A

MeP



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

DESCRIPTION	QTY
Electrical	
15. Wire - average residence - copper wiring	1111.55 SF
16. Electrician - per hour	16.00 HR
Demo existing electrical system.	
17. Door bell/chime	1.00 EA
HVAC	
18. Ductwork system - hot or cold air - 901 to 1199 SF home	1.00 EA
19. R&R Air handler - with heat element and A/C coil - 3 ton	1.00 EA
20. Test & Balance - HVAC system (under 20,000 sf)	1111.55 SF
Plumbing	
21. Rough-in plumbing - includes supply and waste lines	1111.55 SF
22. R&R Water heater - 50 gallon - Gas - 6 yr	1.00 EA

NOTES:

Main Level

Main Level

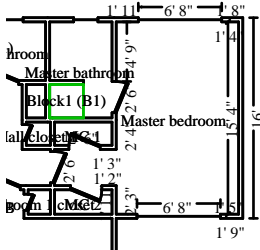
DESCRIPTION	QTY
Insulation	
23. Blown-in insulation - 10" depth - R26	1153.67 SF
Final Cleaning	
24. Final cleaning - construction - Residential	1111.55 SF

NOTES:



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 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Master bedroom

Height: 8'

347.74 SF Walls	164.53 SF Ceiling
512.27 SF Walls & Ceiling	164.53 SF Floor
18.28 SY Flooring	50.13 LF Floor Perimeter
60.13 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into MASTER_BATHR
Door	2' 6" X 6' 8"	Opens into MC_1
Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into MC_2
Window	6' 8" X 5'	Opens into Exterior
Window	6' 8" X 5'	Opens into Exterior

DESCRIPTION

QTY

Floors

25. Floor preparation for resilient flooring	164.53 SF
26. Tile - vinyl composition	164.53 SF
27. Clean floor, strip & wax	164.53 SF
28. Cove base molding - rubber or vinyl, 4" high	50.13 LF

Walls

29. 5/8" drywall - hung, taped, floated, ready for paint	155.18 SF
30. Vinyl window - double hung, 9-12 sf	4.00 EA
31. Add on for grid (double or triple glazed windows)	66.67 SF
32. Add on for "Low E" glass	66.67 SF
33. Window blind - aluminum - 1" - 7.1 to 14 SF	4.00 EA
34. Interior door unit	4.00 EA
35. Door knob - interior	4.00 EA
36. Seal block with masonry sealer	192.56 SF
37. Paint masonry	192.56 SF
38. Seal/prime (1 coat) then paint (2 coats) the surface area	155.18 SF
39. Seal & paint door slab only (per side)	8.00 EA
40. Paint door or window opening - 2 coats (per side)	6.00 EA

Ceiling

41. 5/8" drywall - hung, taped, floated, ready for paint	164.53 SF
42. Light fixture	2.00 EA
43. Seal/prime (1 coat) then paint (1 coat) the ceiling	164.53 SF



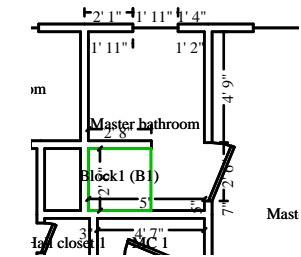
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CONTINUED - Master bedroom

DESCRIPTION	QTY
44. Smoke detector	1.00 EA

NOTES:



Master bathroom		Height: 8'
166.81 SF Walls	37.23 SF Ceiling	
204.04 SF Walls & Ceiling	30.07 SF Floor	
3.34 SY Flooring	20.17 LF Floor Perimeter	
30.71 LF Ceil. Perimeter		
Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Window	1' 11 1/4" X 3' 13/16"	Opens into Exterior

DESCRIPTION	QTY
Floors	
45. R&R Mortar bed for tile floors	30.07 SF
46. Tile floor covering	30.07 SF
47. Tile base	20.17 LF
Walls	
48. Ceramic/porcelain tile	80.69 SF
49. 5/8" drywall - hung, taped, floated, ready for paint	80.69 SF
50. Tile shower - 61 to 100 SF	1.00 EA
51. Tile - towel bar	2.00 EA
52. Tile - toilet paper holder	1.00 EA
53. Tile - soap dish	1.00 EA
54. Ceramic tile - bullnose - 3/4" x 6"	20.17 LF



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5335 Triangle Parkway
Peachtree Corners, GA 30092

CONTINUED - Master bathroom

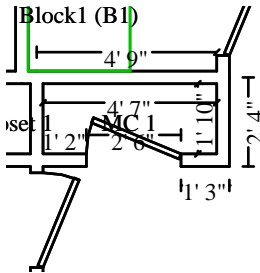
DESCRIPTION	QTY
55. Vinyl window - double hung, 4-8 sf	1.00 EA
56. Add on for grid (double or triple glazed windows)	8.00 SF
57. Add on for "Low E" glass	8.00 SF
58. Window blind - aluminum - 1" - up to 7 SF	1.00 EA
59. Seal/prime (1 coat) then paint (1 coat) more than the floor perimeter	117.92 SF
60. Paint door or window opening - 2 coats (per side)	2.00 EA
61. Medicine cabinet	1.00 EA
62. Shower curtain rod	1.00 EA
Ceiling	
63. 5/8" drywall - hung, taped, floated, ready for paint	37.23 SF
64. Seal/prime (1 coat) then paint (1 coat) the ceiling	37.23 SF
65. Light fixture	1.00 EA
Plumbing/Fixtures	
66. Shower pan	1.00 EA
67. Shower faucet	1.00 EA
68. Sink - wall mounted	1.00 EA
69. Sink faucet - Bathroom	1.00 EA
70. Toilet	1.00 EA
71. Toilet seat	1.00 EA
72. Plumbing fixture supply line	3.00 EA
73. Angle stop valve	3.00 EA

NOTES:



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MC 1

Height: 8'

86.36 SF Walls	8.49 SF Ceiling
94.85 SF Walls & Ceiling	8.49 SF Floor
0.94 SY Flooring	10.38 LF Floor Perimeter
12.88 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into MASTER_BEDRO

DESCRIPTION

QTY

Floors

74. Floor preparation for resilient flooring	8.49 SF
75. Tile - vinyl composition	8.49 SF
76. Clean floor, strip & wax	8.49 SF
77. Cove base molding - rubber or vinyl, 4" high	10.38 LF

Walls

78. 5/8" drywall - hung, taped, floated, ready for paint	86.36 SF
79. Seal/prime (1 coat) then paint (2 coats) the walls	86.36 SF
80. Shelving - 12" - in place	4.58 LF
81. Closet rod	4.58 LF
82. Seal & paint wood shelving, 12"- 24" width	4.58 LF
83. Paint door or window opening - 2 coats (per side)	1.00 EA

Ceiling

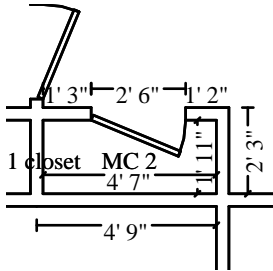
84. 5/8" drywall - hung, taped, floated, ready for paint	8.49 SF
85. Seal/prime (1 coat) then paint (1 coat) the ceiling	8.49 SF

NOTES:



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 Peachtree Corners, GA 30092



MC 2

Height: 8'

87.88 SF Walls	8.93 SF Ceiling
96.82 SF Walls & Ceiling	8.93 SF Floor
0.99 SY Flooring	10.57 LF Floor Perimeter
13.07 LF Ceil. Perimeter	

Door **2' 6" X 6' 8"** **Opens into MASTER_BEDRO**

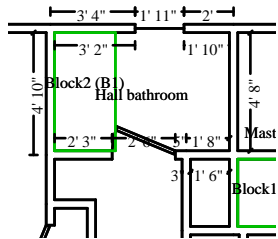
DESCRIPTION	QTY
Floors	
86. Floor preparation for resilient flooring	8.93 SF
87. Tile - vinyl composition	8.93 SF
88. Clean floor, strip & wax	8.93 SF
89. Cove base molding - rubber or vinyl, 4" high	10.57 LF
Walls	
90. 5/8" drywall - hung, taped, floated, ready for paint	87.88 SF
91. Seal/prime (1 coat) then paint (2 coats) the walls	87.88 SF
92. Shelving - 12" - in place	4.58 LF
93. Closet rod	4.58 LF
94. Seal & paint wood shelving, 12"- 24" width	4.58 LF
95. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
96. 5/8" drywall - hung, taped, floated, ready for paint	8.93 SF
97. Seal/prime (1 coat) then paint (1 coat) the ceiling	8.93 SF

NOTES:



Crawford & Company

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 Executive General Adjuster
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 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Hall bathroom

Height: 8'

134.48 SF Walls	32.37 SF Ceiling
166.84 SF Walls & Ceiling	21.11 SF Floor
2.35 SY Flooring	11.20 LF Floor Perimeter
23.19 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into HALLWAY
Window	1' 11 1/4" X 3' 13/16"	Opens into Exterior

DESCRIPTION

QTY

Floors

98. R&R Mortar bed for tile floors	21.11 SF
99. Tile floor covering	21.11 SF
100. Tile base	11.20 LF

Walls

101. 5/8" drywall - hung, taped, floated, ready for paint	44.82 SF
102. Ceramic/porcelain tile	44.82 SF
103. Tile tub surround - up to 60 SF	1.00 EA
104. Tile - towel bar	2.00 EA
105. Tile - toilet paper holder	1.00 EA
106. Tile - soap dish	3.00 EA
107. Ceramic tile - bullnose - 3/4" x 6"	11.20 LF
108. Vinyl window - double hung, 4-8 sf	1.00 EA
109. Add on for grid (double or triple glazed windows)	8.00 SF
110. Add on for "Low E" glass	8.00 SF
111. Window blind - aluminum - 1" - up to 7 SF	1.00 EA
112. Seal/prime (1 coat) then paint (1 coat) more than the floor perimeter	77.19 SF
113. Paint door or window opening - 2 coats (per side)	2.00 EA
114. Medicine cabinet	1.00 EA
115. Shower curtain rod	1.00 EA

Ceiling

116. 5/8" drywall - hung, taped, floated, ready for paint	32.37 SF
117. Seal/prime (1 coat) then paint (1 coat) the ceiling	32.37 SF
118. Light fixture	1.00 EA

Plumbing/Fixtures

119. Bathtub	1.00 EA
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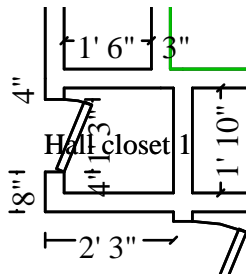
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Hall bathroom

DESCRIPTION	QTY
120. Shower faucet	1.00 EA
121. Sink - wall mounted	1.00 EA
122. Sink faucet - Bathroom	1.00 EA
123. Toilet	1.00 EA
124. Toilet seat	1.00 EA
125. Plumbing fixture supply line	3.00 EA
126. Angle stop valve	3.00 EA

NOTES:



Hall closet 1

Height: 8'

51.96 SF Walls	3.57 SF Ceiling
55.54 SF Walls & Ceiling	3.57 SF Floor
0.40 SY Flooring	6.28 LF Floor Perimeter
7.56 LF Ceil. Perimeter	

Door **1' 3 5/16" X 6' 8"** **Opens into HALLWAY**

DESCRIPTION	QTY
Floors	
127. Floor preparation for resilient flooring	3.57 SF
128. Tile - vinyl composition	3.57 SF
129. Clean floor, strip & wax	3.57 SF
130. Cove base molding - rubber or vinyl, 4" high	6.28 LF
Walls	
131. 5/8" drywall - hung, taped, floated, ready for paint	51.96 SF



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
Executive General Adjuster
Phone: (864) 238-8892
E-Mail: Christopher_Molinaro@us.crawco.com
5335 Triangle Parkway
Peachtree Corners, GA 30092

CONTINUED - Hall closet 1

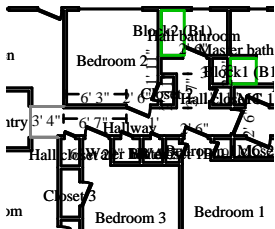
DESCRIPTION	QTY
132. Seal/prime (1 coat) then paint (2 coats) the walls	51.96 SF
133. Shelving - 12" - in place	1.83 LF
134. Closet rod	1.83 LF
135. Seal & paint wood shelving, 12"- 24" width	1.83 LF
136. Interior door unit	1.00 EA
137. Door knob - interior	1.00 EA
138. Seal & paint door slab only (per side)	2.00 EA
139. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
140. 5/8" drywall - hung, taped, floated, ready for paint	3.57 SF
141. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.57 SF

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Hallway

Height: 8'

303.28 SF Walls	82.13 SF Ceiling
385.41 SF Walls & Ceiling	82.13 SF Floor
9.13 SY Flooring	35.06 LF Floor Perimeter
52.16 LF Ceil. Perimeter	

Door	1' 3 5/16" X 6' 8"	Opens into HALL_CLOSET_
Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Door	2' 6" X 6' 8"	Opens into BEDROOM_1
Door	11 3/16" X 6' 8"	Opens into HVAC
Door	1' 3" X 6' 8"	Opens into WATER_HEATER
Door	2' 6" X 6' 8"	Opens into BEDROOM_3
Door	1' 1 5/8" X 6' 8"	Opens into HALL_CLOSET1
Missing Wall	2' 8 7/16" X 8'	Opens into LIVING_ROOM
Missing Wall	3' 2 11/16" X 8'	Opens into PANTRY
Missing Wall	3' 3 9/16" X 8'	Opens into KITCHEN
Door	2' 6" X 6' 8"	Opens into BEDROOM_2
Door	2' 6" X 6' 8"	Opens into HALL_BATHROO

DESCRIPTION

QTY

Floors

142. Floor preparation for resilient flooring	82.13 SF
143. Tile - vinyl composition	82.13 SF
144. Clean floor, strip & wax	82.13 SF
145. Cove base molding - rubber or vinyl, 4" high	35.06 LF

Walls

146. 5/8" drywall - hung, taped, floated, ready for paint	303.28 SF
147. Seal/prime (1 coat) then paint (2 coats) the walls	303.28 SF
148. Shelving - 12" - in place	1.83 LF
149. Closet rod	1.83 LF
150. Seal & paint wood shelving, 12"- 24" width	1.83 LF
151. Interior door unit	1.00 EA
152. Door knob - interior	1.00 EA
153. Seal & paint door slab only (per side)	2.00 EA
154. Paint door or window opening - 2 coats (per side)	9.00 EA
155. Custom cabinets - full height units	2.67 LF



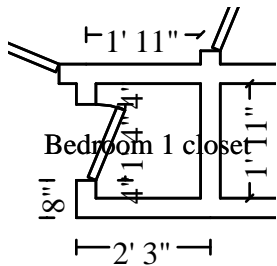
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Hallway

DESCRIPTION	QTY
156. Stain & finish full height cabinetry - faces only	2.67 LF
Ceiling	
157. 5/8" drywall - hung, taped, floated, ready for paint	82.13 SF
158. Light fixture	2.00 EA
159. Seal/prime (1 coat) then paint (1 coat) the ceiling	82.13 SF
160. Smoke detector	1.00 EA

NOTES:



Bedroom 1 closet

Height: 8'

51.04 SF Walls	3.47 SF Ceiling
54.51 SF Walls & Ceiling	3.47 SF Floor
0.39 SY Flooring	6.16 LF Floor Perimeter
7.46 LF Ceil. Perimeter	

Door **1' 3 1/2" X 6' 8"** **Opens into BEDROOM_1**

DESCRIPTION	QTY
Floors	
161. Floor preparation for resilient flooring	3.47 SF
162. Tile - vinyl composition	3.47 SF
163. Clean floor, strip & wax	3.47 SF
164. Cove base molding - rubber or vinyl, 4" high	6.16 LF
Walls	
165. 5/8" drywall - hung, taped, floated, ready for paint	51.04 SF
166. Seal/prime (1 coat) then paint (2 coats) the walls	51.04 SF



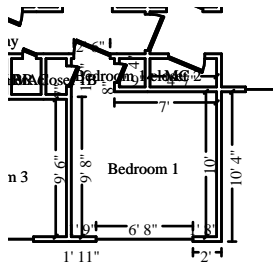
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 1 closet

DESCRIPTION	QTY
167. Shelving - 12" - in place	1.92 LF
168. Closet rod	1.92 LF
169. Seal & paint wood shelving, 12"- 24" width	1.92 LF
170. Interior door unit	1.00 EA
171. Door knob - interior	1.00 EA
172. Seal & paint door slab only (per side)	2.00 EA
173. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
174. 5/8" drywall - hung, taped, floated, ready for paint	3.47 SF
175. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.47 SF

NOTES:



Bedroom 1

Height: 8'

288.25 SF Walls	106.63 SF Ceiling
394.88 SF Walls & Ceiling	106.63 SF Floor
11.85 SY Flooring	39.33 LF Floor Perimeter
44.53 LF Ceil. Perimeter	

Window	6' 8" X 5'	Opens into Exterior
Door	1' 3 1/2" X 6' 8"	Opens into BEDROOM_1_CL
Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	1' 4 7/8" X 6' 8"	Opens into BR_CLOSET_1B

DESCRIPTION	QTY
Floors	



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
Executive General Adjuster
Phone: (864) 238-8892
E-Mail: Christopher_Molinaro@us.crawco.com
5335 Triangle Parkway
Peachtree Corners, GA 30092

CONTINUED - Bedroom 1

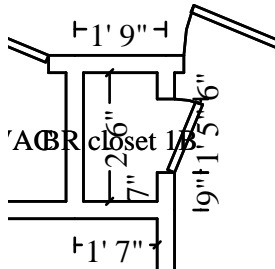
DESCRIPTION	QTY
176. Floor preparation for resilient flooring	106.63 SF
177. Tile - vinyl composition	106.63 SF
178. Clean floor, strip & wax	106.63 SF
179. Cove base molding - rubber or vinyl, 4" high	39.33 LF
Walls	
180. 5/8" drywall - hung, taped, floated, ready for paint	208.25 SF
181. Vinyl window - double hung, 9-12 sf	2.00 EA
182. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
183. Add on for grid (double or triple glazed windows)	33.33 SF
184. Add on for "Low E" glass	33.33 SF
185. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
186. Interior door unit	1.00 EA
187. Door knob - interior	1.00 EA
188. Seal & paint door slab only (per side)	2.00 EA
189. Paint door or window opening - 2 coats (per side)	4.00 EA
190. Seal block with masonry sealer	80.00 SF
191. Paint masonry	80.00 SF
192. Seal/prime (1 coat) then paint (2 coats) part of the walls	208.25 SF
Ceiling	
193. 5/8" drywall - hung, taped, floated, ready for paint	106.63 SF
194. Seal/prime (1 coat) then paint (1 coat) the ceiling	106.63 SF
195. Light fixture	2.00 EA
196. Smoke detector	1.00 EA

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



BR closet 1B

Height: 8'

52.53 SF Walls	3.47 SF Ceiling
55.99 SF Walls & Ceiling	3.47 SF Floor
0.39 SY Flooring	6.33 LF Floor Perimeter
7.74 LF Ceil. Perimeter	

Door

1' 4 7/8" X 6' 8"

Opens into BEDROOM_1

DESCRIPTION

QTY

Floors

197. Floor preparation for resilient flooring	3.47 SF
198. Tile - vinyl composition	3.47 SF
199. Clean floor, strip & wax	3.47 SF
200. Cove base molding - rubber or vinyl, 4" high	6.33 LF

Walls

201. 5/8" drywall - hung, taped, floated, ready for paint	52.53 SF
202. Seal/prime (1 coat) then paint (2 coats) the walls	52.53 SF
203. Shelving - 12" - in place	1.92 LF
204. Closet rod	1.92 LF
205. Seal & paint wood shelving, 12"- 24" width	1.92 LF
206. Interior door unit	1.00 EA
207. Door knob - interior	1.00 EA
208. Seal & paint door slab only (per side)	2.00 EA
209. Paint door or window opening - 2 coats (per side)	1.00 EA

Ceiling

210. 5/8" drywall - hung, taped, floated, ready for paint	3.47 SF
211. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.47 SF

NOTES:



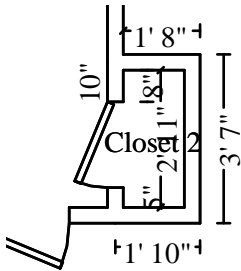
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 2

DESCRIPTION **QTY**

NOTES:



Closet 2

Height: 8'

55.05 SF Walls	3.75 SF Ceiling
58.80 SF Walls & Ceiling	3.75 SF Floor
0.42 SY Flooring	6.58 LF Floor Perimeter
8.39 LF Ceil. Perimeter	

Door

1' 9 3/4" X 6' 8"

Opens into BEDROOM_2

DESCRIPTION **QTY**

Floors

233. Floor preparation for resilient flooring	3.75 SF
234. Tile - vinyl composition	3.75 SF
235. Clean floor, strip & wax	3.75 SF
236. Cove base molding - rubber or vinyl, 4" high	6.58 LF

Walls

237. 5/8" drywall - hung, taped, floated, ready for paint	55.05 SF
238. Seal/prime (1 coat) then paint (2 coats) the walls	55.05 SF
239. Shelving - 12" - in place	2.92 LF
240. Closet rod	2.92 LF
241. Seal & paint wood shelving, 12"- 24" width	2.92 LF
242. Interior door unit	1.00 EA
243. Door knob - interior	1.00 EA
244. Seal & paint door slab only (per side)	2.00 EA
245. Paint door or window opening - 2 coats (per side)	1.00 EA



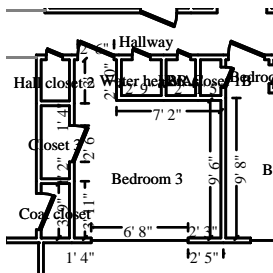
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Closet 2

DESCRIPTION	QTY
Ceiling	
246. 5/8" drywall - hung, taped, floated, ready for paint	3.75 SF
247. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.75 SF

NOTES:



Bedroom 3	Height: 8'
290.92 SF Walls	103.63 SF Ceiling
394.55 SF Walls & Ceiling	103.63 SF Floor
11.51 SY Flooring	39.70 LF Floor Perimeter
44.70 LF Ceil. Perimeter	
Door	2' 6" X 6' 8"
Window	6' 8" X 5'
Door	2' 6" X 6' 8"
	Opens into CLOSET_3
	Opens into Exterior
	Opens into HALLWAY

DESCRIPTION	QTY
Floors	
248. Floor preparation for resilient flooring	103.63 SF
249. Tile - vinyl composition	103.63 SF
250. Clean floor, strip & wax	103.63 SF
251. Cove base molding - rubber or vinyl, 4" high	39.70 LF
Walls	
252. 5/8" drywall - hung, taped, floated, ready for paint	210.92 SF
253. Vinyl window - double hung, 9-12 sf	2.00 EA
254. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA



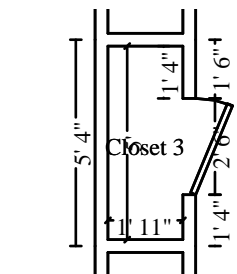
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Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 3

DESCRIPTION	QTY
255. Add on for grid (double or triple glazed windows)	33.33 SF
256. Add on for "Low E" glass	33.33 SF
257. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
258. Interior door unit	1.00 EA
259. Door knob - interior	1.00 EA
260. Seal & paint door slab only (per side)	2.00 EA
261. Paint door or window opening - 2 coats (per side)	3.00 EA
262. Seal block with masonry sealer	80.00 SF
263. Paint masonry	80.00 SF
264. Seal/prime (1 coat) then paint (2 coats) part of the walls	210.92 SF
Ceiling	
265. 5/8" drywall - hung, taped, floated, ready for paint	103.63 SF
266. Seal/prime (1 coat) then paint (1 coat) the ceiling	103.63 SF
267. Light fixture	2.00 EA
268. Smoke detector	1.00 EA

NOTES:



Door

Closet 3

Height: 8'

94.87 SF Walls	9.78 SF Ceiling
104.65 SF Walls & Ceiling	9.78 SF Floor
1.09 SY Flooring	11.44 LF Floor Perimeter
13.94 LF Ceil. Perimeter	

2' 6" X 6' 8"

Opens into BEDROOM_3

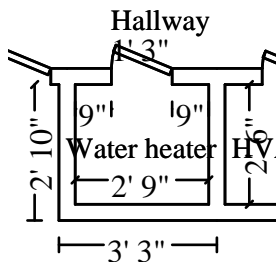


Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

DESCRIPTION	QTY
Floors	
269. Floor preparation for resilient flooring	9.78 SF
270. Tile - vinyl composition	9.78 SF
271. Clean floor, strip & wax	9.78 SF
272. Cove base molding - rubber or vinyl, 4" high	11.44 LF
Walls	
273. 5/8" drywall - hung, taped, floated, ready for paint	94.87 SF
274. Seal/prime (1 coat) then paint (2 coats) the walls	94.87 SF
275. Shelving - 12" - in place	5.00 LF
276. Closet rod	5.00 LF
277. Seal & paint wood shelving, 12"- 24" width	5.00 LF
278. Interior door unit	1.00 EA
279. Door knob - interior	1.00 EA
280. Seal & paint door slab only (per side)	2.00 EA
281. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
282. 5/8" drywall - hung, taped, floated, ready for paint	9.78 SF
283. Seal/prime (1 coat) then paint (1 coat) the ceiling	9.78 SF

NOTES:



Water heater

Height: 8'

74.96 SF Walls	6.75 SF Ceiling
81.71 SF Walls & Ceiling	6.75 SF Floor
0.75 SY Flooring	9.16 LF Floor Perimeter
10.41 LF Ceil. Perimeter	

Door 1' 3" X 6' 8" Opens into HALLWAY

DESCRIPTION	QTY
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Floors



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Christopher Molinaro CPCU, AIS. AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Water heater

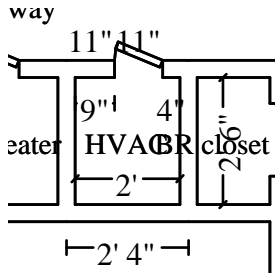
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284. Floor preparation for resilient flooring	6.75 SF
285. Tile - vinyl composition	6.75 SF
286. Clean floor, strip & wax	6.75 SF
287. Cove base molding - rubber or vinyl, 4" high	9.16 LF
Walls	
288. 5/8" drywall - hung, taped, floated, ready for paint	74.96 SF
289. Seal/prime (1 coat) then paint (2 coats) the walls	74.96 SF
290. Shelving - 12" - in place	2.92 LF
291. Closet rod	2.92 LF
292. Seal & paint wood shelving, 12"- 24" width	2.92 LF
293. Interior door unit	1.00 EA
294. Door knob - interior	1.00 EA
295. Seal & paint door slab only (per side)	2.00 EA
296. Paint door or window opening - 2 coats (per side)	1.00 EA
297. Furnace vent - double wall, 5"	12.00 LF
Ceiling	
298. 5/8" drywall - hung, taped, floated, ready for paint	6.75 SF
299. Seal/prime (1 coat) then paint (1 coat) the ceiling	6.75 SF

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



HVAC

Height: 8'

65.62 SF Walls	4.99 SF Ceiling
70.62 SF Walls & Ceiling	4.99 SF Floor
0.55 SY Flooring	8.05 LF Floor Perimeter
8.98 LF Ceil. Perimeter	

Door **11 3/16" X 6' 8"** **Opens into HALLWAY**

DESCRIPTION **QTY**

Floors

300. Floor preparation for resilient flooring	4.99 SF
301. Tile - vinyl composition	4.99 SF
302. Clean floor, strip & wax	4.99 SF
303. Cove base molding - rubber or vinyl, 4" high	8.05 LF

Walls

304. 5/8" drywall - hung, taped, floated, ready for paint	65.62 SF
305. Seal/prime (1 coat) then paint (2 coats) the walls	65.62 SF
306. Interior door unit	1.00 EA
307. Door knob - interior	1.00 EA
308. Seal & paint door slab only (per side)	2.00 EA
309. Paint door or window opening - 2 coats (per side)	1.00 EA

Ceiling

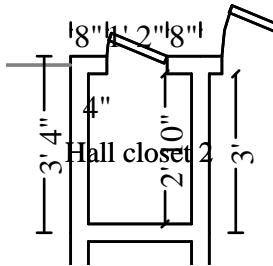
310. 5/8" drywall - hung, taped, floated, ready for paint	4.99 SF
311. Seal/prime (1 coat) then paint (1 coat) the ceiling	4.99 SF

NOTES:



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Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Hall closet 2

Height: 8'

68.86 SF Walls	5.51 SF Ceiling
74.36 SF Walls & Ceiling	5.51 SF Floor
0.61 SY Flooring	8.42 LF Floor Perimeter
9.55 LF Ceil. Perimeter	

Door

1' 1 5/8" X 6' 8"

Opens into HALLWAY

DESCRIPTION

QTY

Floors

312. Floor preparation for resilient flooring	5.51 SF
313. Tile - vinyl composition	5.51 SF
314. Clean floor, strip & wax	5.51 SF
315. Cove base molding - rubber or vinyl, 4" high	8.42 LF

Walls

316. 5/8" drywall - hung, taped, floated, ready for paint	68.86 SF
317. Seal/prime (1 coat) then paint (2 coats) the walls	68.86 SF
318. Shelving - 12" - in place	2.83 LF
319. Closet rod	2.83 LF
320. Seal & paint wood shelving, 12"- 24" width	2.83 LF
321. Interior door unit	1.00 EA
322. Door knob - interior	1.00 EA
323. Seal & paint door slab only (per side)	2.00 EA
324. Paint door or window opening - 2 coats (per side)	1.00 EA

Ceiling

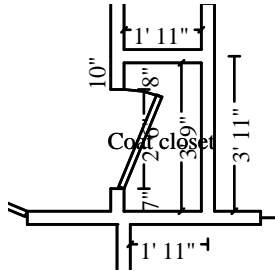
325. 5/8" drywall - hung, taped, floated, ready for paint	5.51 SF
326. Seal/prime (1 coat) then paint (1 coat) the ceiling	5.51 SF

NOTES:



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Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Coat closet

Height: 8'

74.27 SF Walls	7.27 SF Ceiling
81.55 SF Walls & Ceiling	7.27 SF Floor
0.81 SY Flooring	8.87 LF Floor Perimeter
11.37 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into LIVING_ROOM

DESCRIPTION

QTY

Floors

327. Floor preparation for resilient flooring	7.27 SF
328. Tile - vinyl composition	7.27 SF
329. Clean floor, strip & wax	7.27 SF
330. Cove base molding - rubber or vinyl, 4" high	8.87 LF

Walls

331. 5/8" drywall - hung, taped, floated, ready for paint	74.27 SF
332. Seal/prime (1 coat) then paint (2 coats) the walls	74.27 SF
333. Shelving - 12" - in place	2.83 LF
334. Closet rod	2.83 LF
335. Seal & paint wood shelving, 12"- 24" width	2.83 LF
336. Interior door unit	1.00 EA
337. Door knob - interior	1.00 EA
338. Seal & paint door slab only (per side)	2.00 EA
339. Paint door or window opening - 2 coats (per side)	1.00 EA

Ceiling

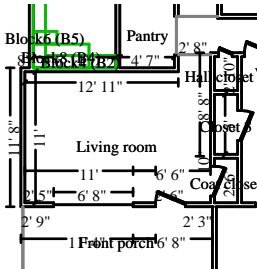
340. 5/8" drywall - hung, taped, floated, ready for paint	7.27 SF
341. Seal/prime (1 coat) then paint (1 coat) the ceiling	7.27 SF

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Living room

Height: 8'

361.14 SF Walls	175.17 SF Ceiling
536.31 SF Walls & Ceiling	175.17 SF Floor
19.46 SY Flooring	48.48 LF Floor Perimeter
53.48 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into FRONT_PORCH
Window	6' 8" X 5'	Opens into FRONT_PORCH
Door	2' 6" X 6' 8"	Opens into COAT_CLOSET
Missing Wall	2' 8 7/16" X 8'	Opens into HALLWAY

DESCRIPTION

QTY

Floors

342. Floor preparation for resilient flooring	175.17 SF
343. Tile - vinyl composition	175.17 SF
344. Clean floor, strip & wax	175.17 SF
345. Cove base molding - rubber or vinyl, 4" high	48.48 LF

Walls

346. Seal block with masonry sealer	361.14 SF
347. Paint masonry	361.14 SF
348. Vinyl window - double hung, 9-12 sf	2.00 EA
349. Add on for grid (double or triple glazed windows)	33.33 SF
350. Add on for "Low E" glass	33.33 SF
351. Window blind - aluminum - 1" - 7.1 to 14 SF	4.00 EA
352. Exterior door - metal - insulated - flush or panel style	1.00 EA
353. Door lockset & deadbolt - exterior	1.00 EA
354. Interior door unit	4.00 EA
355. Door knob - interior	4.00 EA
356. Seal block with masonry sealer	192.56 SF
357. Paint masonry	205.96 SF
358. Seal/prime (1 coat) then paint (2 coats) the surface area	155.18 SF
359. Prime & paint door slab only - exterior (per side)	2.00 EA
360. Paint door or window opening - 2 coats (per side)	3.00 EA

Ceiling

361. 5/8" drywall - hung, taped, floated, ready for paint	175.17 SF
362. Light fixture	2.00 EA



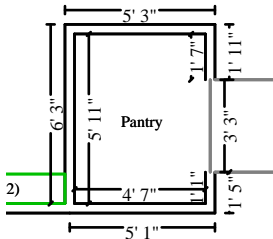
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Living room

DESCRIPTION	QTY
363. Seal/prime (1 coat) then paint (1 coat) the ceiling	175.17 SF
364. Smoke detector	1.00 EA

NOTES:



Pantry

Height: 8'

142.18 SF Walls	27.64 SF Ceiling
169.82 SF Walls & Ceiling	27.64 SF Floor
3.07 SY Flooring	17.77 LF Floor Perimeter
17.77 LF Ceil. Perimeter	

Missing Wall

3' 2 11/16" X 8'

Opens into HALLWAY

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

Floors

365. Floor preparation for resilient flooring	27.64 SF
366. Tile - vinyl composition	27.64 SF
367. Clean floor, strip & wax	27.64 SF
368. Cove base molding - rubber or vinyl, 4" high	17.77 LF

Walls

369. 5/8" drywall - hung, taped, floated, ready for paint	142.18 SF
370. Seal/prime (1 coat) then paint (2 coats) the walls	142.18 SF
371. Shelving - 12" - in place	38.00 LF
372. Seal & paint wood shelving, 12"- 24" width	38.00 LF
373. Interior door unit	1.00 EA
374. Door knob - interior	1.00 EA



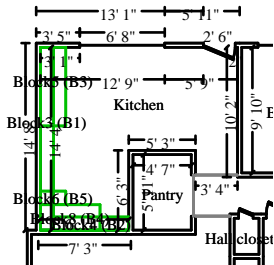
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Pantry

DESCRIPTION	QTY
375. Seal & paint door slab only (per side)	2.00 EA
376. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
377. 5/8" drywall - hung, taped, floated, ready for paint	27.64 SF
378. Seal/prime (1 coat) then paint (1 coat) the ceiling	27.64 SF
379. Light fixture	1.00 EA

NOTES:



Kitchen		Height: 8'
350.38 SF Walls	174.96 SF Ceiling	
525.35 SF Walls & Ceiling	151.26 SF Floor	
16.81 SY Flooring	42.00 LF Floor Perimeter	
60.38 LF Ceil. Perimeter		
Window	6' 8" X 5'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Missing Wall	3' 3 9/16" X 8'	Opens into HALLWAY

DESCRIPTION	QTY
Floors	
380. Floor preparation for resilient flooring	151.26 SF
381. Tile - vinyl composition	151.26 SF
382. Clean floor, strip & wax	151.26 SF
383. Cove base molding - rubber or vinyl, 4" high	42.00 LF
Walls	



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Kitchen

DESCRIPTION	QTY
384. 5/8" drywall - hung, taped, floated, ready for paint	350.38 SF
385. Seal/prime (1 coat) then paint (2 coats) the walls	350.38 SF
386. Vinyl window - double hung, 9-12 sf	2.00 EA
387. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
388. Add on for grid (double or triple glazed windows)	33.33 SF
389. Add on for "Low E" glass	33.33 SF
390. Exterior door - metal - insulated - flush or panel style	1.00 EA
391. Door lockset & deadbolt - exterior	1.00 EA
392. Prime & paint door slab only - exterior (per side)	2.00 EA
393. Paint door or window opening - 2 coats (per side)	1.00 EA
394. Furnace vent - double wall, 5"	12.00 LF
Ceiling	
395. 5/8" drywall - hung, taped, floated, ready for paint	174.96 SF
396. Seal/prime (1 coat) then paint (1 coat) the ceiling	174.96 SF
397. Smoke detector	1.00 EA
398. Light fixture	3.00 EA
Plumbing/Fixtures	
399. Sink - double basin	1.00 EA
400. Sink faucet - Kitchen	1.00 EA
401. Plumbing fixture supply line	2.00 EA
402. Angle stop valve	2.00 EA
403. Washing machine outlet box with valves	1.00 EA
Cabinets/Counters	
404. Cabinetry - upper (wall) units	20.25 LF
405. Cabinetry - lower (base) units	11.83 LF
406. Countertop - post formed plastic laminate	11.83 LF
Appliances	
407. Range - freestanding - gas	1.00 EA
408. Refrigerator - top freezer - 14 to 18 cf	1.00 EA
409. Range hood	1.00 EA
410. Washer/Washing Machine - Front-loading	1.00 EA



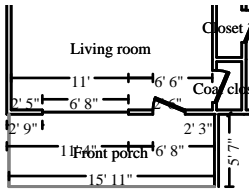
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Kitchen

DESCRIPTION	QTY
411. Dryer - Electric	1.00 EA

NOTES:



Front porch	Height: 8'
123.45 SF Walls	89.21 SF Ceiling
212.66 SF Walls & Ceiling	89.21 SF Floor
9.91 SY Flooring	19.18 LF Floor Perimeter
21.68 LF Ceil. Perimeter	

Missing Wall	5' 7 5/16" X 8'	Opens into Exterior
Missing Wall	15' 10 7/8" X 8'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into LIVING_ROOM
Window	6' 8" X 5'	Opens into LIVING_ROOM

DESCRIPTION	QTY
412. Seal (1 coat) & paint (1 coat) column	16.00 LF
413. Exterior light fixture	1.00 EA

NOTES:

Unit B



Crawford & Company

Christopher Molinaro CPCU, AIS. AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

MeP

DESCRIPTION	QTY
Electrical	
414. Megohmmeter check electrical circuits - average residence	1.00 EA
HVAC	
415. Ductwork system - hot or cold air - 901 to 1199 SF home	1.00 EA
416. R&R Air handler - with heat element and A/C coil - 3 ton	1.00 EA
417. Test & Balance - HVAC system (under 20,000 sf)	1111.55 SF
Plumbing	
418. Detach & Reset Water heater - 50 gallon - Gas - 6 yr	1.00 EA
419. Plumber - per hour	8.00 HR
Inspect Unit B plumbing system due to extensive heat.	

NOTES:

Main Level

Main Level

DESCRIPTION	QTY
Insulation	
420. Blown-in insulation - 10" depth - R26	1153.67 SF
Final Cleaning	
421. Final cleaning - construction - Residential	1111.55 SF

NOTES:



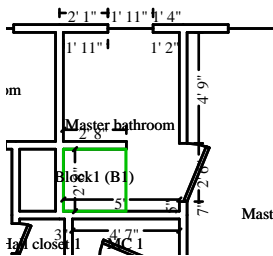
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Master bedroom

DESCRIPTION **QTY**

NOTES:



Master bathroom

Height: 8'

166.81 SF Walls	37.23 SF Ceiling
204.04 SF Walls & Ceiling	30.07 SF Floor
3.34 SY Flooring	20.17 LF Floor Perimeter
30.71 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into MASTER_BEDRO

Window

1' 11 1/4" X 3' 13/16"

Opens into Exterior

DESCRIPTION **QTY**

437. Paint door slab only - 2 coats (per side)	2.00 EA
438. Paint door or window opening - 2 coats (per side)	1.00 EA
439. Seal more than the floor perimeter with shellac/stain blocker - one coat	117.92 SF

Floors

440. Floor preparation for resilient flooring	30.07 SF
441. Tile - vinyl composition	30.07 SF
442. Clean floor, strip & wax	30.07 SF
443. Cove base molding - rubber or vinyl, 4" high	20.17 LF

Walls

444. Seal more than the floor perimeter with shellac/stain blocker - one coat	80.69 SF
445. Seal/prime (1 coat) then paint (2 coats) more than the floor perimeter	80.69 SF
446. Regrout tile	86.12 SF
447. Seal & paint door slab only (per side)	1.00 EA
448. Paint door or window opening - 2 coats (per side)	2.00 EA



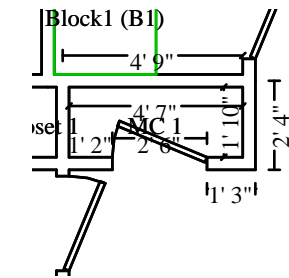
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Master bathroom

DESCRIPTION	QTY
449. Window blind - aluminum - 1" - 7.1 to 14 SF	4.00 EA
Ceiling	
450. 5/8" drywall - hung, taped, floated, ready for paint	37.23 SF
451. Seal/prime (1 coat) then paint (1 coat) the ceiling	37.23 SF
452. Light fixture	1.00 EA

NOTES:



MC 1

Height: 8'

86.36 SF Walls	8.49 SF Ceiling
94.85 SF Walls & Ceiling	8.49 SF Floor
0.94 SY Flooring	10.38 LF Floor Perimeter
12.88 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into MASTER_BEDRO

DESCRIPTION	QTY
Floors	
453. Floor preparation for resilient flooring	8.49 SF
454. Tile - vinyl composition	8.49 SF
455. Clean floor, strip & wax	8.49 SF
456. Cove base molding - rubber or vinyl, 4" high	10.38 LF
Walls	
457. Seal the walls with shellac/stain blocker - one coat	86.36 SF
458. Seal/prime (1 coat) then paint (2 coats) the walls	86.36 SF
459. Seal & paint door slab only (per side)	1.00 EA



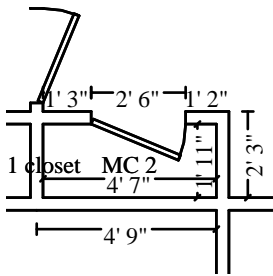
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - MC 1

DESCRIPTION	QTY
460. Paint door or window opening - 2 coats (per side)	1.00 EA
461. Detach & Reset Shelving - 12" - in place	4.58 LF
462. Seal & paint wood shelving, 12"- 24" width	4.58 LF
Ceiling	
463. 5/8" drywall - hung, taped, floated, ready for paint	8.49 SF
464. Seal/prime (1 coat) then paint (1 coat) the ceiling	8.49 SF

NOTES:



MC 2	Height: 8'
87.88 SF Walls	8.93 SF Ceiling
96.82 SF Walls & Ceiling	8.93 SF Floor
0.99 SY Flooring	10.57 LF Floor Perimeter
13.07 LF Ceil. Perimeter	
Door	2' 6" X 6' 8"
	Opens into MASTER_BEDRO

DESCRIPTION	QTY
Floors	
465. Floor preparation for resilient flooring	8.93 SF
466. Tile - vinyl composition	8.93 SF
467. Clean floor, strip & wax	8.93 SF
468. Cove base molding - rubber or vinyl, 4" high	10.57 LF
Walls	
469. Seal the walls with shellac/stain blocker - one coat	87.88 SF
470. Seal/prime (1 coat) then paint (2 coats) the walls	87.88 SF



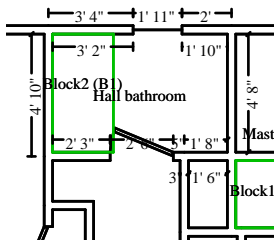
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - MC 2

DESCRIPTION	QTY
471. Seal & paint door slab only (per side)	1.00 EA
472. Paint door or window opening - 2 coats (per side)	1.00 EA
473. Detach & Reset Shelving - 12" - in place	4.58 LF
474. Seal & paint wood shelving, 12"- 24" width	4.58 LF
Ceiling	
475. 5/8" drywall - hung, taped, floated, ready for paint	8.93 SF
476. Seal/prime (1 coat) then paint (1 coat) the ceiling	8.93 SF

NOTES:



Hall bathroom

Height: 8'

134.48 SF Walls	32.37 SF Ceiling
166.84 SF Walls & Ceiling	21.11 SF Floor
2.35 SY Flooring	11.20 LF Floor Perimeter
23.19 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY

Window

1' 11 1/4" X 3' 13/16"

Opens into Exterior

DESCRIPTION	QTY
Floors	
477. Floor preparation for resilient flooring	21.11 SF
478. Tile - vinyl composition	21.11 SF
479. Clean floor, strip & wax	21.11 SF
480. Cove base molding - rubber or vinyl, 4" high	11.20 LF
Walls	



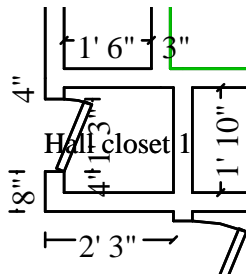
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Hall bathroom

DESCRIPTION	QTY
481. Seal more than the floor perimeter with shellac/stain blocker - one coat	44.82 SF
482. Seal/prime (1 coat) then paint (2 coats) more than the floor perimeter	44.82 SF
483. Regrout tile	89.66 SF
484. Seal & paint door slab only (per side)	1.00 EA
485. Paint door or window opening - 2 coats (per side)	2.00 EA
486. Window blind - aluminum - 1" - 7.1 to 14 SF	4.00 EA
Ceiling	
487. 5/8" drywall - hung, taped, floated, ready for paint	32.37 SF
488. Seal/prime (1 coat) then paint (1 coat) the ceiling	32.37 SF
489. Light fixture	1.00 EA

NOTES:



Hall closet 1

Height: 8'

51.96 SF Walls	3.57 SF Ceiling
55.54 SF Walls & Ceiling	3.57 SF Floor
0.40 SY Flooring	6.28 LF Floor Perimeter
7.56 LF Ceil. Perimeter	

Door

1' 3 5/16" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY
Floors	
490. Floor preparation for resilient flooring	3.57 SF
491. Tile - vinyl composition	3.57 SF
492. Clean floor, strip & wax	3.57 SF



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
Executive General Adjuster
Phone: (864) 238-8892
E-Mail: Christopher_Molinaro@us.crawco.com
5335 Triangle Parkway
Peachtree Corners, GA 30092

CONTINUED - Hall closet 1

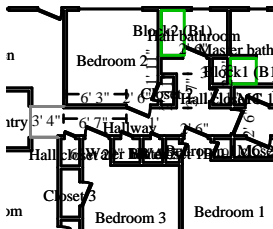
DESCRIPTION	QTY
493. Cove base molding - rubber or vinyl, 4" high	6.28 LF
Walls	
494. Seal the walls with shellac/stain blocker - one coat	51.96 SF
495. Seal/prime (1 coat) then paint (2 coats) the walls	51.96 SF
496. Seal & paint door slab only (per side)	1.00 EA
497. Paint door or window opening - 2 coats (per side)	1.00 EA
498. Detach & Reset Shelving - 12" - in place	1.83 LF
499. Seal & paint wood shelving, 12"- 24" width	1.83 LF
Ceiling	
500. 5/8" drywall - hung, taped, floated, ready for paint	3.57 SF
501. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.57 SF

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Hallway

Height: 8'

303.28 SF Walls	82.13 SF Ceiling
385.41 SF Walls & Ceiling	82.13 SF Floor
9.13 SY Flooring	35.06 LF Floor Perimeter
52.16 LF Ceil. Perimeter	

Door	1' 3 5/16" X 6' 8"	Opens into HALL_CLOSET_
Door	2' 6" X 6' 8"	Opens into MASTER_BEDRO
Door	2' 6" X 6' 8"	Opens into BEDROOM_1
Door	11 3/16" X 6' 8"	Opens into HVAC
Door	1' 3" X 6' 8"	Opens into WATER_HEATER
Door	2' 6" X 6' 8"	Opens into BEDROOM_3
Door	1' 1 5/8" X 6' 8"	Opens into HALL_CLOSET1
Missing Wall	2' 8 7/16" X 8'	Opens into LIVING_ROOM
Missing Wall	3' 2 11/16" X 8'	Opens into PANTRY
Missing Wall	3' 3 9/16" X 8'	Opens into KITCHEN
Door	2' 6" X 6' 8"	Opens into BEDROOM_2
Door	2' 6" X 6' 8"	Opens into HALL_BATHROO

DESCRIPTION

QTY

Floors

502. Floor preparation for resilient flooring	82.13 SF
503. Tile - vinyl composition	82.13 SF
504. Clean floor, strip & wax	82.13 SF
505. Cove base molding - rubber or vinyl, 4" high	35.06 LF

Walls

506. Seal the walls with shellac/stain blocker - one coat	303.28 SF
507. Seal/prime (1 coat) then paint (2 coats) the walls	303.28 SF
508. Seal & paint door slab only (per side)	8.00 EA
509. Paint door or window opening - 2 coats (per side)	8.00 EA
510. Seal & paint wood shelving, 12"- 24" width	1.83 LF
511. Seal & paint wood shelving, 12"- 24" width	1.83 LF

Ceiling

512. 5/8" drywall - hung, taped, floated, ready for paint	82.13 SF
513. Seal/prime (1 coat) then paint (1 coat) the ceiling	82.13 SF
514. Light fixture	2.00 EA



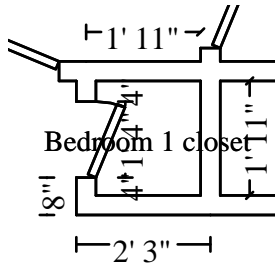
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Hallway

DESCRIPTION	QTY
515. Smoke detector	1.00 EA

NOTES:



Bedroom 1 closet		Height: 8'
51.04 SF Walls	3.47 SF Ceiling	
54.51 SF Walls & Ceiling	3.47 SF Floor	
0.39 SY Flooring	6.16 LF Floor Perimeter	
7.46 LF Ceil. Perimeter		
Door	1' 3 1/2" X 6' 8"	Opens into BEDROOM_1

DESCRIPTION	QTY
Floors	
516. Floor preparation for resilient flooring	3.47 SF
517. Tile - vinyl composition	3.47 SF
518. Clean floor, strip & wax	3.47 SF
519. Cove base molding - rubber or vinyl, 4" high	6.16 LF
Walls	
520. Seal the walls with shellac/stain blocker - one coat	51.04 SF
521. Seal/prime (1 coat) then paint (2 coats) the walls	51.04 SF
522. Seal & paint door slab only (per side)	1.00 EA
523. Paint door or window opening - 2 coats (per side)	1.00 EA
524. Detach & Reset Shelving - 12" - in place	1.92 LF
525. Seal & paint wood shelving, 12"- 24" width	1.92 LF
Ceiling	



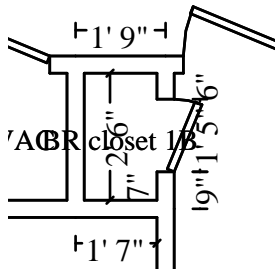
Crawford & Company

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 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 1 closet

DESCRIPTION	QTY
526. 5/8" drywall - hung, taped, floated, ready for paint	3.47 SF
527. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.47 SF

NOTES:



BR closet 1B

Height: 8'

52.53 SF Walls	3.47 SF Ceiling
55.99 SF Walls & Ceiling	3.47 SF Floor
0.39 SY Flooring	6.33 LF Floor Perimeter
7.74 LF Ceil. Perimeter	

Door **1' 4 7/8" X 6' 8"** **Opens into BEDROOM_1**

DESCRIPTION	QTY
Floors	
528. Floor preparation for resilient flooring	3.47 SF
529. Tile - vinyl composition	3.47 SF
530. Clean floor, strip & wax	3.47 SF
531. Cove base molding - rubber or vinyl, 4" high	6.33 LF
Walls	
532. Seal the walls with shellac/stain blocker - one coat	52.53 SF
533. Seal/prime (1 coat) then paint (2 coats) the walls	52.53 SF
534. Seal & paint door slab only (per side)	1.00 EA
535. Paint door or window opening - 2 coats (per side)	1.00 EA
536. Detach & Reset Shelving - 12" - in place	1.92 LF
537. Seal & paint wood shelving, 12"- 24" width	1.92 LF



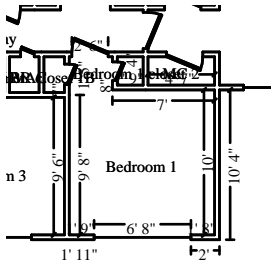
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - BR closet 1B

DESCRIPTION	QTY
Ceiling	
538. 5/8" drywall - hung, taped, floated, ready for paint	3.47 SF
539. Seal/prime (1 coat) then paint (1 coat) the ceiling	3.47 SF

NOTES:



Bedroom 1

Height: 8'

288.25 SF Walls	106.63 SF Ceiling
394.88 SF Walls & Ceiling	106.63 SF Floor
11.85 SY Flooring	39.33 LF Floor Perimeter
44.53 LF Ceil. Perimeter	

Window	6' 8" X 5'	Opens into Exterior
Door	1' 3 1/2" X 6' 8"	Opens into BEDROOM_1_CL
Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	1' 4 7/8" X 6' 8"	Opens into BR_CLOSET_1B

DESCRIPTION	QTY
Floors	
540. Floor preparation for resilient flooring	106.63 SF
541. Tile - vinyl composition	106.63 SF
542. Clean floor, strip & wax	106.63 SF
543. Cove base molding - rubber or vinyl, 4" high	39.33 LF
Walls	
544. Seal part of the walls with shellac/stain blocker - one coat	208.25 SF
545. Seal block with masonry sealer	80.00 SF



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 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 1

DESCRIPTION	QTY
546. Seal/prime (1 coat) then paint (2 coats) the surface area	208.25 SF
547. Paint masonry	80.00 SF
548. Seal & paint door slab only (per side)	3.00 EA
549. Paint door or window opening - 2 coats (per side)	5.00 EA
550. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
Ceiling	
551. 5/8" drywall - hung, taped, floated, ready for paint	106.63 SF
552. Seal/prime (1 coat) then paint (1 coat) the ceiling	106.63 SF
553. Light fixture	1.00 EA
554. Smoke detector	1.00 EA

NOTES:



Bedroom 2

Height: 8'

248.46 SF Walls	94.16 SF Ceiling
342.63 SF Walls & Ceiling	94.16 SF Floor
10.46 SY Flooring	34.51 LF Floor Perimeter
38.82 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	1' 9 3/4" X 6' 8"	Opens into CLOSET_2
Window	6' 8" X 5'	Opens into Exterior

DESCRIPTION	QTY
Floors	
555. Floor preparation for resilient flooring	94.16 SF



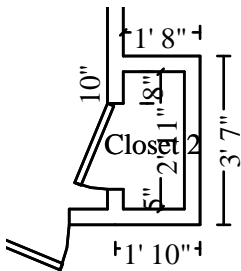
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 2

DESCRIPTION	QTY
556. Tile - vinyl composition	94.16 SF
557. Clean floor, strip & wax	94.16 SF
558. Cove base molding - rubber or vinyl, 4" high	34.51 LF
Walls	
559. Seal part of the walls with shellac/stain blocker - one coat	168.46 SF
560. Seal block with masonry sealer	80.00 SF
561. Seal/prime (1 coat) then paint (2 coats) the surface area	208.25 SF
562. Paint masonry	80.00 SF
563. Seal & paint door slab only (per side)	2.00 EA
564. Paint door or window opening - 2 coats (per side)	4.00 EA
565. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
Ceiling	
566. 5/8" drywall - hung, taped, floated, ready for paint	94.16 SF
567. Seal/prime (1 coat) then paint (1 coat) the ceiling	94.16 SF
568. Light fixture	1.00 EA
569. Smoke detector	1.00 EA

NOTES:



Closet 2

Height: 8'

55.05 SF Walls	3.75 SF Ceiling
58.80 SF Walls & Ceiling	3.75 SF Floor
0.42 SY Flooring	6.58 LF Floor Perimeter
8.39 LF Ceil. Perimeter	

Door

1' 9 3/4" X 6' 8"

Opens into BEDROOM_2



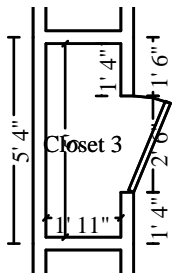
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Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Bedroom 3

DESCRIPTION	QTY
583. Tile - vinyl composition	103.63 SF
584. Clean floor, strip & wax	103.63 SF
585. Cove base molding - rubber or vinyl, 4" high	39.70 LF
Walls	
586. Seal part of the walls with shellac/stain blocker - one coat	210.92 SF
587. Seal block with masonry sealer	80.00 SF
588. Seal/prime (1 coat) then paint (2 coats) the surface area	208.25 SF
589. Paint masonry	80.00 SF
590. Seal & paint door slab only (per side)	2.00 EA
591. Paint door or window opening - 2 coats (per side)	4.00 EA
592. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
Ceiling	
593. 5/8" drywall - hung, taped, floated, ready for paint	103.63 SF
594. Seal/prime (1 coat) then paint (1 coat) the ceiling	103.63 SF
595. Light fixture	1.00 EA
596. Smoke detector	1.00 EA

NOTES:



Closet 3

Height: 8'

94.87 SF Walls	9.78 SF Ceiling
104.65 SF Walls & Ceiling	9.78 SF Floor
1.09 SY Flooring	11.44 LF Floor Perimeter
13.94 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into BEDROOM_3

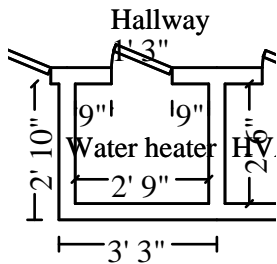


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Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

DESCRIPTION	QTY
Floors	
597. Floor preparation for resilient flooring	9.78 SF
598. Tile - vinyl composition	9.78 SF
599. Clean floor, strip & wax	9.78 SF
600. Cove base molding - rubber or vinyl, 4" high	11.44 LF
Walls	
601. Seal the walls with shellac/stain blocker - one coat	94.87 SF
602. Seal/prime (1 coat) then paint (2 coats) the walls	94.87 SF
603. Seal & paint door slab only (per side)	1.00 EA
604. Paint door or window opening - 2 coats (per side)	1.00 EA
605. Detach & Reset Shelving - 12" - in place	5.00 LF
606. Seal & paint wood shelving, 12"- 24" width	5.00 LF
Ceiling	
607. 5/8" drywall - hung, taped, floated, ready for paint	9.78 SF
608. Seal/prime (1 coat) then paint (1 coat) the ceiling	9.78 SF

NOTES:



Water heater	Height: 8'
74.96 SF Walls	6.75 SF Ceiling
81.71 SF Walls & Ceiling	6.75 SF Floor
0.75 SY Flooring	9.16 LF Floor Perimeter
10.41 LF Ceil. Perimeter	
Door	1' 3" X 6' 8" Opens into HALLWAY

DESCRIPTION	QTY
Flooring	
609. Floor preparation for resilient flooring	6.75 SF
610. Tile - vinyl composition	6.75 SF
611. Clean floor, strip & wax	6.75 SF



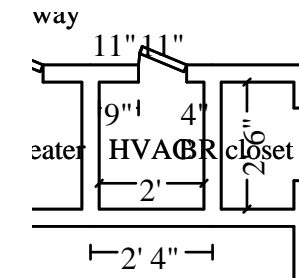
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Water heater

DESCRIPTION	QTY
612. Cove base molding - rubber or vinyl, 4" high	9.16 LF
Walls	
613. Seal the walls with shellac/stain blocker - one coat	74.96 SF
614. Seal/prime (1 coat) then paint (2 coats) the walls	74.96 SF
615. Seal & paint door slab only (per side)	1.00 EA
616. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
617. 5/8" drywall - hung, taped, floated, ready for paint	6.75 SF
618. Seal/prime (1 coat) then paint (1 coat) the ceiling	6.75 SF

NOTES:



HVAC

Height: 8'

65.62 SF Walls	4.99 SF Ceiling
70.62 SF Walls & Ceiling	4.99 SF Floor
0.55 SY Flooring	8.05 LF Floor Perimeter
8.98 LF Ceil. Perimeter	

Door

11 3/16" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY
Flooring	
619. Floor preparation for resilient flooring	4.99 SF
620. Tile - vinyl composition	4.99 SF
621. Clean floor, strip & wax	4.99 SF
622. Cove base molding - rubber or vinyl, 4" high	8.05 LF



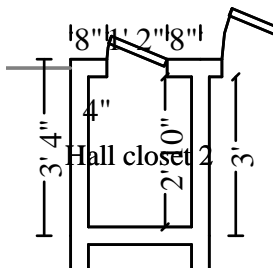
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - HVAC

DESCRIPTION	QTY
Walls	
623. Seal the walls with shellac/stain blocker - one coat	65.62 SF
624. Seal/prime (1 coat) then paint (2 coats) the walls	65.62 SF
625. Seal & paint door slab only (per side)	1.00 EA
626. Paint door or window opening - 2 coats (per side)	1.00 EA
Ceiling	
627. 5/8" drywall - hung, taped, floated, ready for paint	4.99 SF
628. Seal/prime (1 coat) then paint (1 coat) the ceiling	4.99 SF

NOTES:



Hall closet 2

Height: 8'

68.86 SF Walls	5.51 SF Ceiling
74.36 SF Walls & Ceiling	5.51 SF Floor
0.61 SY Flooring	8.42 LF Floor Perimeter
9.55 LF Ceil. Perimeter	

Door

1' 1 5/8" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY
Flooring	
629. Floor preparation for resilient flooring	5.51 SF
630. Tile - vinyl composition	5.51 SF
631. Clean floor, strip & wax	5.51 SF
632. Cove base molding - rubber or vinyl, 4" high	8.42 LF
Walls	



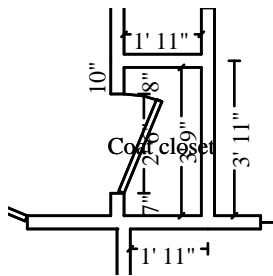
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Hall closet 2

DESCRIPTION	QTY
633. Seal the walls with shellac/stain blocker - one coat	68.86 SF
634. Seal/prime (1 coat) then paint (2 coats) the walls	68.86 SF
635. Seal & paint door slab only (per side)	1.00 EA
636. Paint door or window opening - 2 coats (per side)	1.00 EA
637. Detach & Reset Shelving - 12" - in place	2.83 LF
638. Seal & paint wood shelving, 12"- 24" width	2.83 LF
Ceiling	
639. 5/8" drywall - hung, taped, floated, ready for paint	5.51 SF
640. Seal/prime (1 coat) then paint (1 coat) the ceiling	5.51 SF

NOTES:



Coat closet

Height: 8'

74.27 SF Walls	7.27 SF Ceiling
81.55 SF Walls & Ceiling	7.27 SF Floor
0.81 SY Flooring	8.87 LF Floor Perimeter
11.37 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into LIVING_ROOM

DESCRIPTION	QTY
Flooring	
641. Floor preparation for resilient flooring	7.27 SF
642. Tile - vinyl composition	7.27 SF
643. Clean floor, strip & wax	7.27 SF
644. Cove base molding - rubber or vinyl, 4" high	8.87 LF



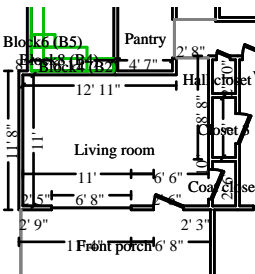
Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Coat closet

DESCRIPTION	QTY
Walls	
645. Seal the walls with shellac/stain blocker - one coat	74.27 SF
646. Seal/prime (1 coat) then paint (2 coats) the walls	74.27 SF
647. Seal & paint door slab only (per side)	1.00 EA
648. Paint door or window opening - 2 coats (per side)	1.00 EA
649. Detach & Reset Shelving - 12" - in place	3.75 LF
650. Seal & paint wood shelving, 12" - 24" width	3.75 LF
Ceiling	
651. 5/8" drywall - hung, taped, floated, ready for paint	7.27 SF
652. Seal/prime (1 coat) then paint (1 coat) the ceiling	7.27 SF

NOTES:



Living room		Height: 8'
361.14 SF Walls	175.17 SF Ceiling	
536.31 SF Walls & Ceiling	175.17 SF Floor	
19.46 SY Flooring	48.48 LF Floor Perimeter	
53.48 LF Ceil. Perimeter		
Door	2' 6" X 6' 8"	Opens into FRONT_PORCH
Window	6' 8" X 5'	Opens into FRONT_PORCH
Door	2' 6" X 6' 8"	Opens into COAT_CLOSET
Missing Wall	2' 8 7/16" X 8'	Opens into HALLWAY

DESCRIPTION	QTY
653. Paint door or window opening - 2 coats (per side)	2.00 EA



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Living room

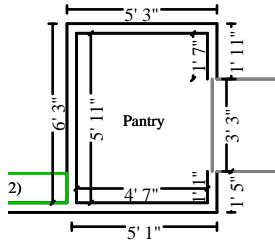
DESCRIPTION	QTY
654. Seal attic framing (shellac) - up to 5/12	175.17 SF
Floors	
655. Floor preparation for resilient flooring	175.17 SF
656. Tile - vinyl composition	175.17 SF
657. Clean floor, strip & wax	175.17 SF
658. Cove base molding - rubber or vinyl, 4" high	48.48 LF
Walls	
659. Seal block with masonry sealer	361.14 SF
660. Paint masonry	361.14 SF
661. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA
662. Door lockset & deadbolt - exterior	1.00 EA
663. Seal & paint door slab only (per side)	2.00 EA
664. Seal & paint door slab only (per side)	3.00 EA
665. Paint door or window opening - 2 coats (per side)	3.00 EA
666. Window blind - aluminum - 1" - 7.1 to 14 SF	2.00 EA
Ceiling	
667. 5/8" drywall - hung, taped, floated, ready for paint	175.17 SF
668. Seal/prime (1 coat) then paint (1 coat) the ceiling	175.17 SF
669. Light fixture	1.00 EA
670. Smoke detector	1.00 EA

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Pantry

Height: 8'

142.18 SF Walls	27.64 SF Ceiling
169.82 SF Walls & Ceiling	27.64 SF Floor
3.07 SY Flooring	17.77 LF Floor Perimeter
17.77 LF Ceil. Perimeter	

Missing Wall

3' 2 11/16" X 8'

Opens into HALLWAY

DESCRIPTION

QTY

Flooring

671. Floor preparation for resilient flooring	27.64 SF
672. Tile - vinyl composition	27.64 SF
673. Clean floor, strip & wax	27.64 SF
674. Cove base molding - rubber or vinyl, 4" high	17.77 LF

Walls

675. Seal the walls with shellac/stain blocker - one coat	142.18 SF
676. Seal/prime (1 coat) then paint (2 coats) the walls	142.18 SF
677. Seal & paint door slab only (per side)	1.00 EA
678. Paint door or window opening - 2 coats (per side)	1.00 EA
679. Detach & Reset Shelving - 12" - in place	38.00 LF
680. Seal & paint wood shelving, 12"- 24" width	38.00 LF

Ceiling

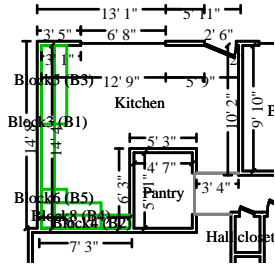
681. 5/8" drywall - hung, taped, floated, ready for paint	27.64 SF
682. Seal/prime (1 coat) then paint (1 coat) the ceiling	27.64 SF
683. Light fixture	1.00 EA

NOTES:



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092



Kitchen

Height: 8'

350.38 SF Walls	174.96 SF Ceiling
525.35 SF Walls & Ceiling	151.26 SF Floor
16.81 SY Flooring	42.00 LF Floor Perimeter
60.38 LF Ceil. Perimeter	

Window	6' 8" X 5'	Opens into Exterior
Door	2' 6" X 6' 8"	Opens into Exterior
Missing Wall	3' 3 9/16" X 8'	Opens into HALLWAY

DESCRIPTION

QTY

Floors

684. Floor preparation for resilient flooring	151.26 SF
685. Tile - vinyl composition	151.26 SF
686. Clean floor, strip & wax	151.26 SF
687. Cove base molding - rubber or vinyl, 4" high	42.00 LF

Walls

688. Seal the walls and ceiling with shellac/stain blocker - one coat	525.35 SF
689. Seal/prime (1 coat) then paint (2 coats) the walls	350.38 SF
690. Seal & paint door slab only (per side)	2.00 EA
691. Paint door or window opening - 2 coats (per side)	3.00 EA
692. Detach & Reset Shelving - 12" - in place	3.75 LF
693. Seal & paint wood shelving, 12"- 24" width	3.75 LF

Ceiling

694. 5/8" drywall - hung, taped, floated, ready for paint	174.96 SF
695. Seal/prime (1 coat) then paint (1 coat) the ceiling	174.96 SF
696. Light fixture	2.00 EA

Cabinets/Counters

697. Stain & finish cabinetry - lower - faces only	11.83 LF
698. Stain & finish cabinetry - upper - faces only	20.25 LF

Appliances

699. Refrigerator - Remove & reset	1.00 EA
700. Dryer - Remove & reset	1.00 EA
701. Washer/Washing machine - Remove & reset	1.00 EA



Crawford & Company

Christopher Molinaro CPCU, AIS. AINS, PTC
Executive General Adjuster
Phone: (864) 238-8892
E-Mail: Christopher_Molinaro@us.crawco.com
5335 Triangle Parkway
Peachtree Corners, GA 30092

CONTINUED - Kitchen

DESCRIPTION	QTY
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NOTES:

Source - HOVER Roof and Walls

Exterior

Exterior

DESCRIPTION	QTY
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702. R&R Truss - 3/12 slope	73.42 LF
703. R&R Truss - 4/12 slope	1173.43 LF
704. R&R Girder truss - 4/12 slope	111.94 LF
705. R&R Mono truss - 3/12 slope	176.01 LF
706. R&R Mono truss - 4/12 slope	308.02 LF
707. R&R Overbuild/Valley Truss - 3/12 slope	164.03 LF
708. R&R Overbuild/Valley Truss - 4/12 slope	113.72 LF
709. R&R Sheathing - plywood - 1/2" - treated	3490.53 SF

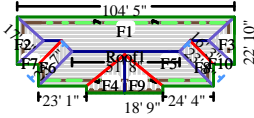
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Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

Roof1



3490.53 Surface Area
 282.85 Total Perimeter Length
 130.87 Total Hip Length

34.91 Number of Squares
 87.71 Total Ridge Length

DESCRIPTION

QTY

710. Remove Laminated - comp. shingle rfg. - w/ felt	34.91 SQ
711. Ice & water barrier	977.91 SF
712. Roofing felt - 15 lb.	25.13 SQ
713. Drip edge	282.85 LF
714. Laminated - comp. shingle rfg. - w/out felt	46.33 SQ
715. Continuous ridge vent - shingle-over style	85.00 LF
716. Hip / Ridge cap - cut from 3 tab - composition shingles	218.58 LF
717. R&R Valley metal	80.70 LF
718. Flashing - pipe jack	7.00 EA
719. Exhaust cap - through roof - 6" to 8"	2.00 EA

NOTES:



Crawford & Company

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 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

Ext_Surfaces



2082.02 SF Walls
 2082.02 SF Walls & Ceiling

419.45 LF Floor Perimeter

Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 1 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 1 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 1 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	3' 11/16" X 7' 3/4"	Opens into Exterior
Door	2' 8 11/16" X 6' 8 3/4"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 1 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 7 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 5 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	3' 11/16" X 7' 3/4"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 9 15/16" X 5' 2 3/8"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 10" X 5' 3 11/16"	Opens into Exterior
Door	2' 8 11/16" X 6' 8 3/4"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	2' 1/2" X 3' 1 5/8"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 5 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	2' 1/2" X 3' 1 5/8"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	2' 1/2" X 3' 1 5/8"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	2' 1/2" X 3' 1 5/8"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 9 7/8" X 5' 1 1/2"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 5 7/16"	Opens into Exterior



Crawford & Company

Christopher Molinaro CPCU, AIS, AINS, PTC
 Executive General Adjuster
 Phone: (864) 238-8892
 E-Mail: Christopher_Molinaro@us.crawco.com
 5335 Triangle Parkway
 Peachtree Corners, GA 30092

Missing Wall - Goes to neither Floor/Ceiling	3' 11/16" X 7' 3/4"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 5 7/16"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	3' 11/16" X 7' 3/4"	Opens into Exterior
Missing Wall - Goes to neither Floor/Ceiling	6' 7 15/16" X 5' 5 7/16"	Opens into Exterior
Door	2' 8 11/16" X 6' 8 3/4"	Opens into Exterior
Door	2' 8 11/16" X 6' 8 3/4"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	2' 10 7/16" X 4' 11 7/16"	Opens into Exterior
Window	1' 8 1/2" X 2' 9 5/8"	Opens into Exterior
Window	1' 8 1/2" X 2' 9 5/8"	Opens into Exterior
Window	1' 8 1/2" X 2' 9 5/8"	Opens into Exterior
Window	1' 8 1/2" X 2' 9 5/8"	Opens into Exterior

DESCRIPTION	QTY
Elevations	
720. Clean exterior masonry - acid wash	1829.00 SF
721. Seal block with masonry sealer	1829.00 SF
722. Paint brick	1829.00 SF
723. R&R Sheathing - plywood - 1/2" CDX Gable over front porch.	74.00 SF
724. R&R Siding - board & batten - pine or equal	74.00 SF
725. Seal & paint wood siding	74.00 SF
726. Paint wood siding - 1 coat	74.00 SF
727. R&R Attic vent - gable end - metal - 12" x 18"	1.00 EA
Soffit/Fascia	
728. R&R Soffit - box framing - 4' overhang Per Hover average depth 3'11"	282.85 LF
729. R&R Soffit - vinyl	852.00 SF
730. R&R Fascia - 1" x 6" - #1 pine	282.85 LF
731. R&R Fascia - metal - 6"	282.85 LF



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 5335 Triangle Parkway
 Peachtree Corners, GA 30092

CONTINUED - Ext_Surfaces

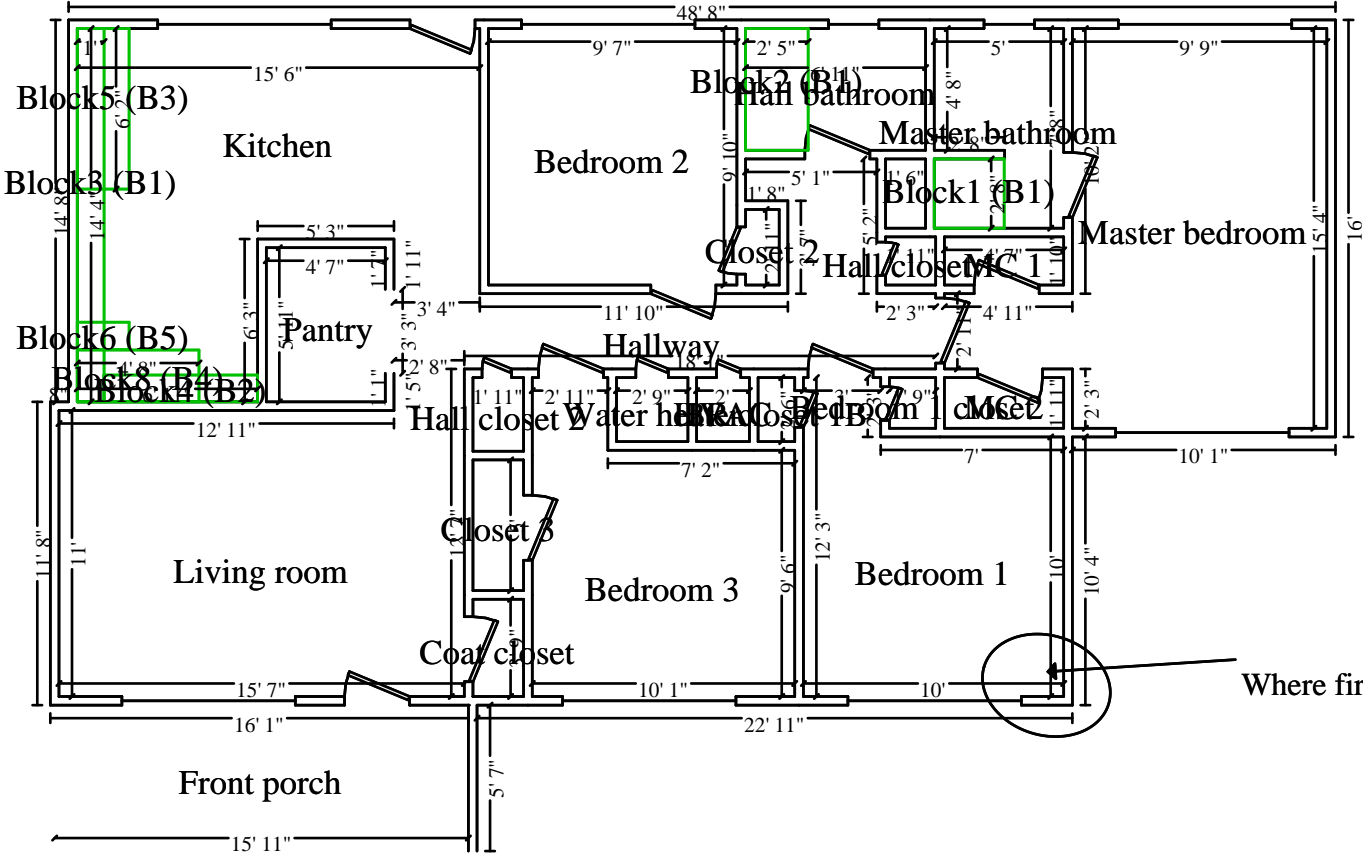
DESCRIPTION

QTY

NOTES:

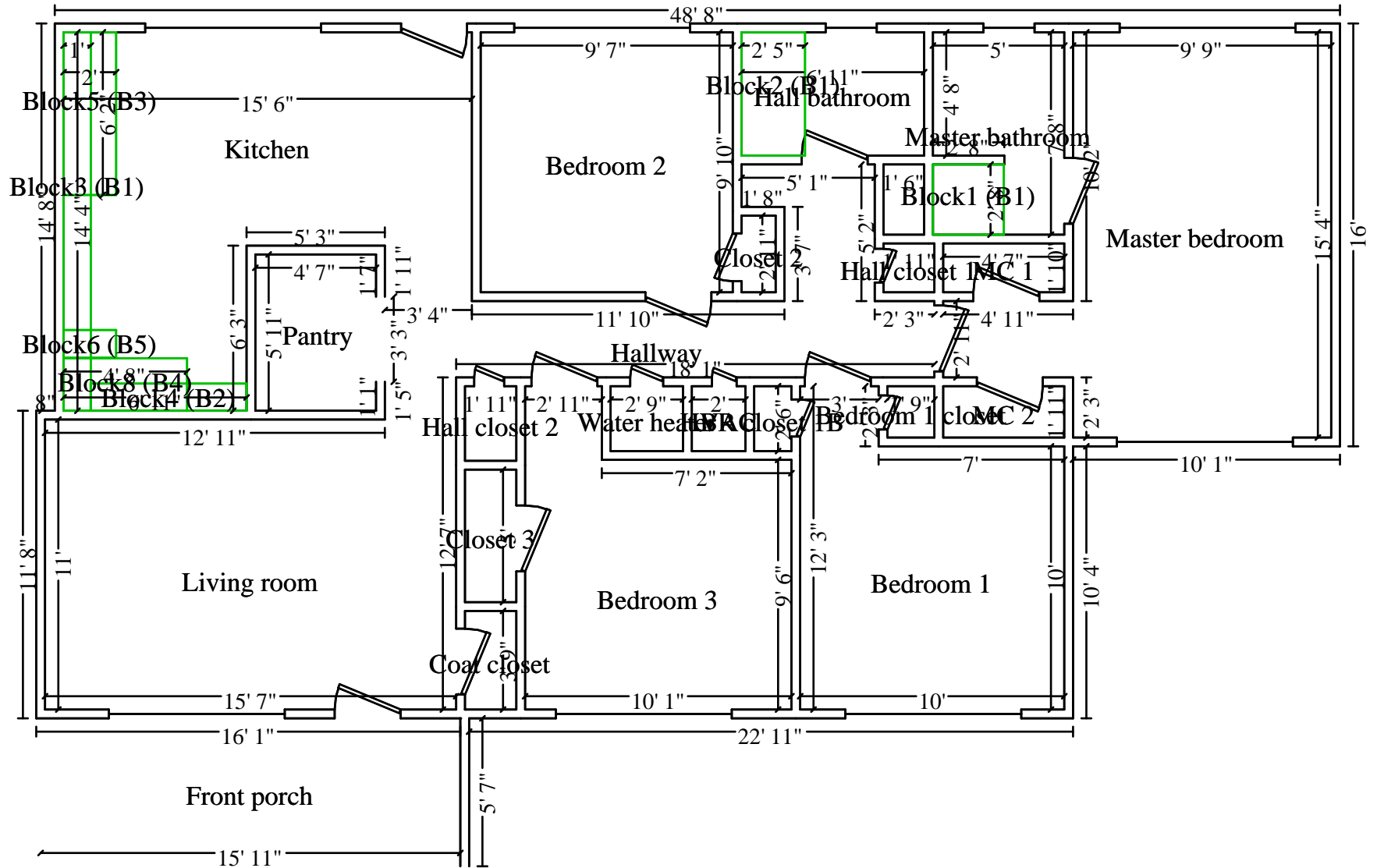
Grand Total Areas:

9,123.00 SF Walls	2,307.33 SF Ceiling	11,430.33 SF Walls and Ceiling
2,223.10 SF Floor	247.01 SY Flooring	1,319.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	1,117.82 LF Ceil. Perimeter
2,223.10 Floor Area	2,547.78 Total Area	7,095.25 Interior Wall Area
4,351.88 Exterior Wall Area	760.70 Exterior Perimeter of Walls	
3,490.53 Surface Area	34.91 Number of Squares	282.85 Total Perimeter Length
87.71 Total Ridge Length	130.87 Total Hip Length	

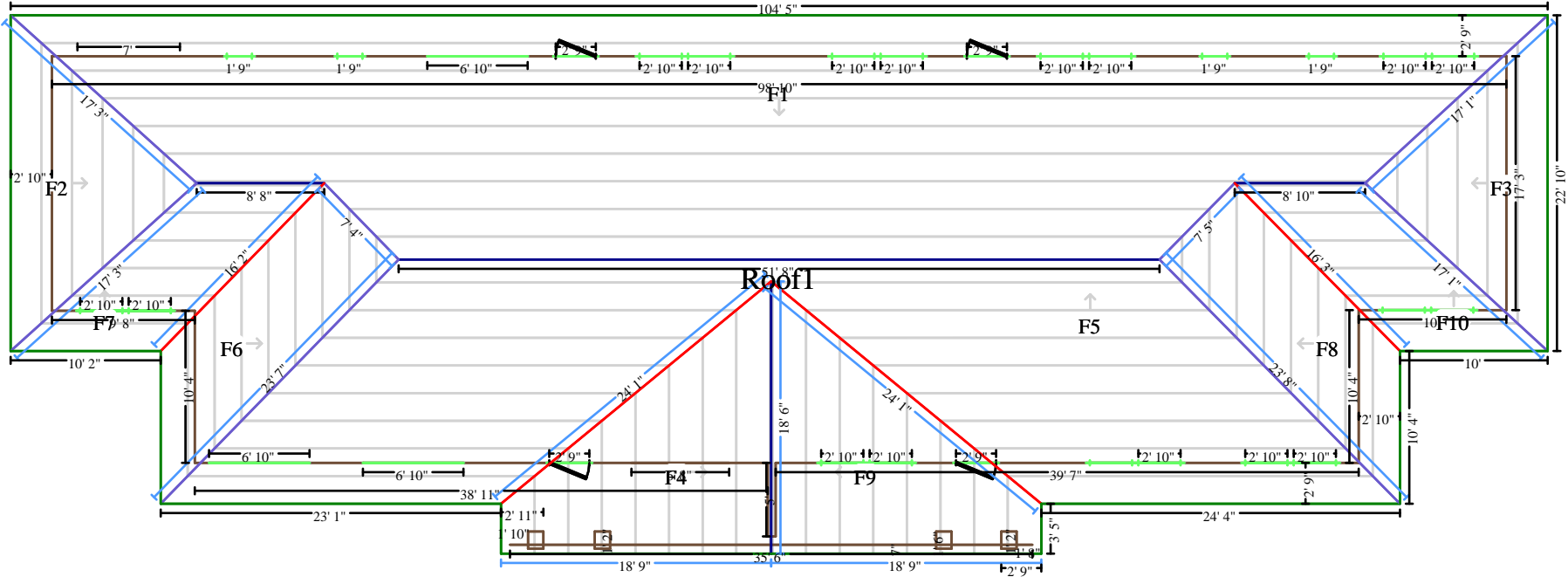


Where fire appeared to have originated from.





Main Level



Exterior

MHA FIRE DAMAGE UNIT REPAIRS - GIBBS VILLAGE EAST UNIT 1902 A & B

1701 TERMINAL ROAD
MONTGOMERY, AL 36108

PROJECT TEAM

OWNER
MONTGOMERY HOUSING AUTHORITY
520 SOUTH LAWRENCE STREET
MONTGOMERY, AL 36104
PROJECT CONTACT: WILLIAM STANDERFER
EMAIL: WSTANDERFER@MHA.TODAY.ORG
PHONE: 334-531-2628

ARCHITECT
CCR ARCHITECTURE & INTERIORS
2920 1ST AVENUE SOUTH
BIRMINGHAM, AL 35233
PROJECT CONTACT: ROMAN GARY
EMAIL: ROMAN@CCRARCHITECTURE.COM
PHONE: (205) 324-8864

PROJECT DESCRIPTION

MONTGOMERY HOUSING AUTHORITY FIRE DAMAGE UNIT REPAIRS AT GIBBS VILLAGE EAST UNIT 1902 A & B.
THE PROJECT INVOLVES SELECTIVE EXTERIOR & INTERIOR REPAIRS/ REPLACEMENT OF COMPONENTS IN GIBBS VILLAGE EAST UNIT 1902 A & B.

DRAWING INDEX

GENERAL	TITLE SHEET
ARCHITECTURAL	FLOOR PLANS
A101	EXTERIOR ELEVATIONS
A301	

WALL LEGEND

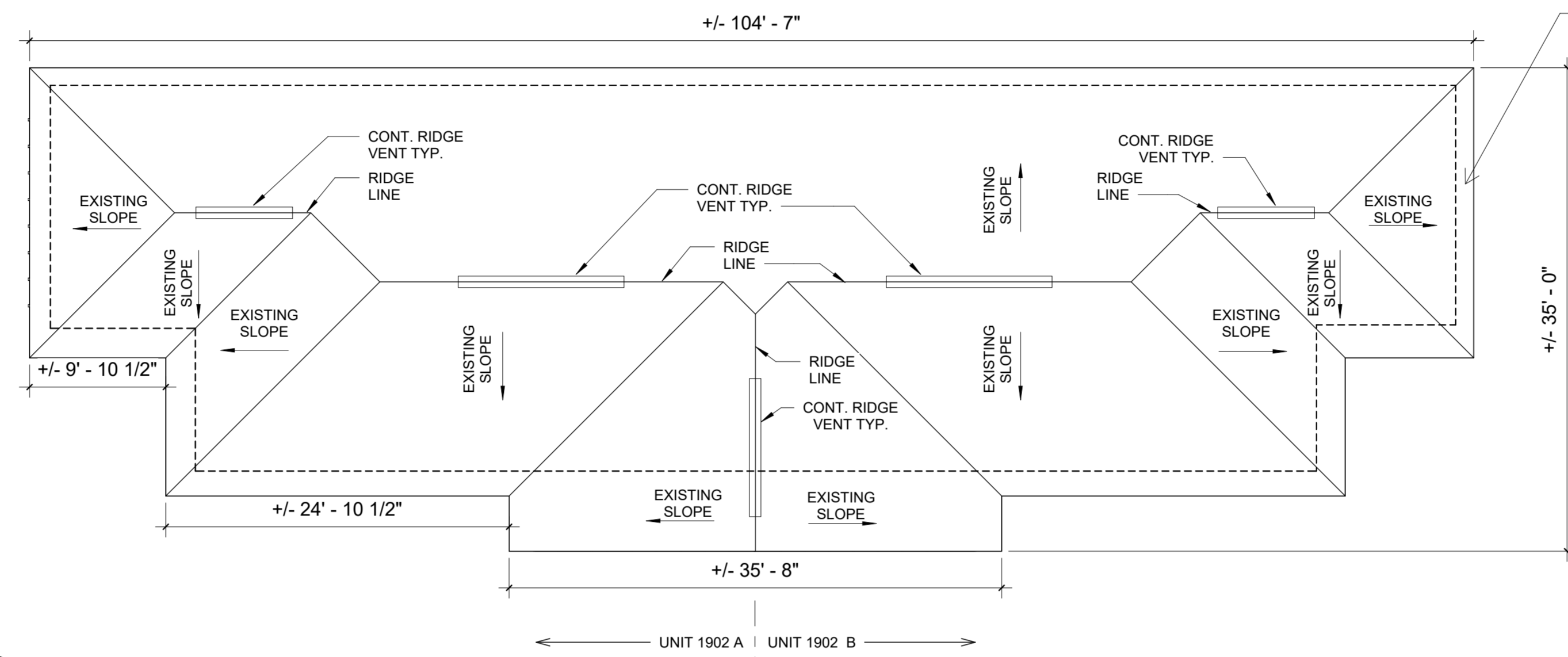
	EXISTING CONSTRUCTION TO REMAIN
	EXISTING CONSTRUCTION TO BE REMOVED
	NEW WALLS - 2X4 WD. STUDS AT 16" O.C. WITH 5/8" TYPE X PTD. GYP. BD ON EACH SIDE OF STUDS WITH 3 1/2" ATTEN BATTES BETWEEN STUDS

GENERAL NOTES

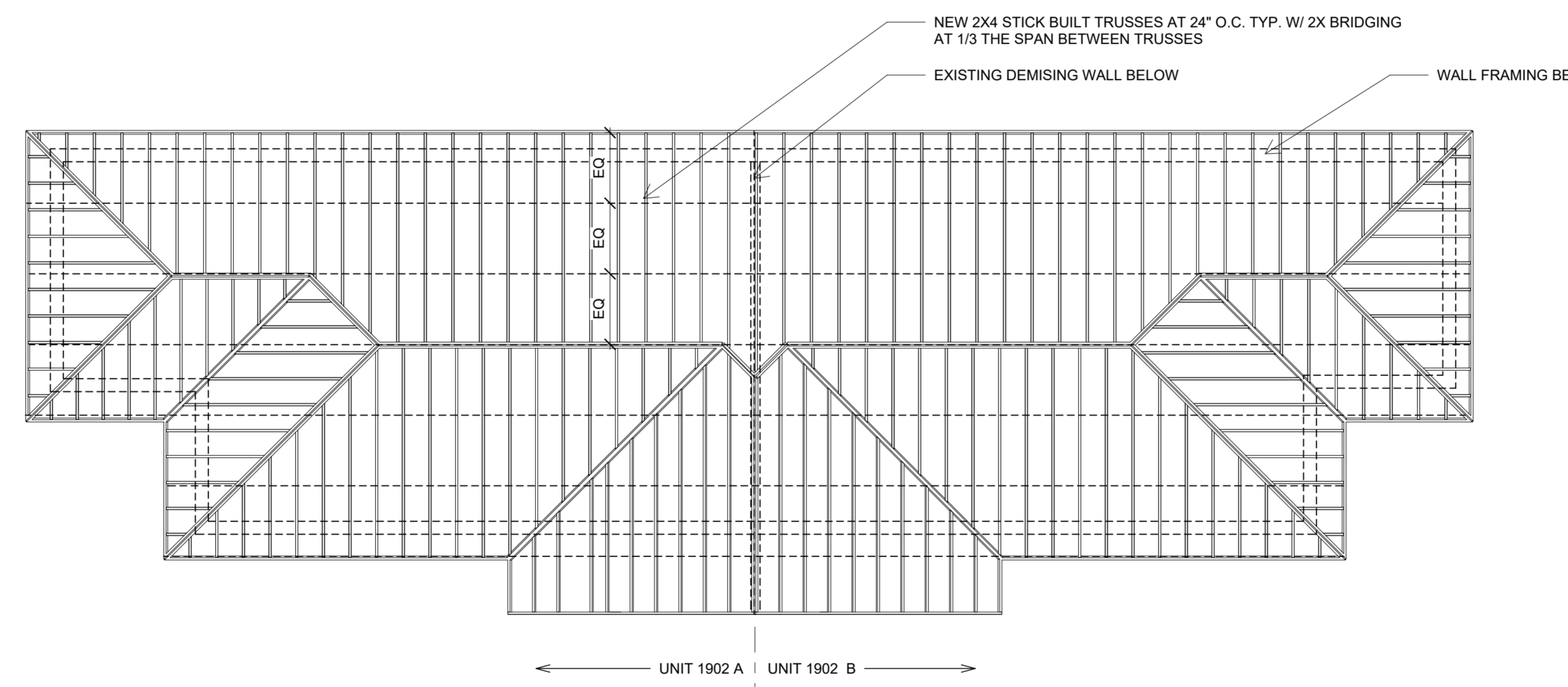
- CONTRACTOR AND SUBCONTRACTORS SHALL VISIT PROPERTY TO FIELD VERIFY EXISTING CONDITIONS. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO SUBMITTING A PRICE OR BID.
- WORK SHALL CONFORM TO THE REQUIREMENTS OF THE STATE AND LOCAL AUTHORITIES HAVING JURISDICTION, INCLUDING APPLICABLE BUILDING CODES AND ORDINANCES.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE ALL ARCHITECTURAL AND ENGINEERING DRAWINGS AND SPECIFICATIONS. CONTRACTOR TO NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACTOR TO PROVIDE FINAL AS-BUILT ALTA SURVEY AND CONSTRUCTION DRAWINGS TO OWNER AND ARCHITECT.
- ALL MATERIALS AND EQUIPMENT REFERRED TO IN NOTES AND KEYNOTE LEGENDS SHALL BE NEW AND FURNISHED AND INSTALLED UNDER THE WORK OF THIS PROJECT UNLESS NOTED OTHERWISE AS EXISTING OR TO BE FURNISHED AND INSTALLED BY OWNER.
- CONTRACTORS AND SUBCONTRACTORS SHALL EMPLOY SKILLED WORKMEN TO PERFORM ALL WORK IN ACCORDANCE WITH THE BEST STANDARDS OF WORK FOR ALL CATEGORIES OF WORK IN THE PROJECT.
- CONTRACTOR AND SUBCONTRACTORS SHALL COORDINATE THEIR WORK WITH ALL OTHER SUBCONTRACTORS TO FACILITATE A SMOOTH WORK PROGRESSION.
- CONTRACTOR AND SUBCONTRACTORS SHALL SECURE THE ARCHITECT'S APPROVAL OF SUBSTITUTIONS PRIOR TO INSTALLATION. ARCHITECT SHALL SUPPLY TO CONTRACTOR SUBSTITUTIONS IN PROMPT ATTENTIVENESS TO THE PROGRESSION OF WORK.
- CONTRACTOR SHALL OBTAIN AND PAY FOR REQUIRED PERMITS AND APPROVALS AND SHALL NOTIFY AND SCHEDULE REQUIRED INSPECTIONS AND APPROVALS WITH AUTHORITIES HAVING JURISDICTION.
- CONTRACTOR SHALL PROVIDE AND MAINTAIN SUITABLE PROTECTION FOR EMPLOYEES AND THE PUBLIC AND OCCUPANTS DURING THE COURSE OF THE WORK, COMPLYING WITH APPLICABLE JOB SAFETY REGULATIONS.
- SUBCONTRACTORS SHALL REMOVE FROM THE SITE DEBRIS, RUBBISH, AND OTHER MATERIALS RESULTING FROM THEIR OPERATIONS. DISPOSE OF THIS MATERIAL LEGALLY. CONTRACTOR WILL BE RESPONSIBLE FOR FEES ASSOCIATED WITH SAID REMOVALS AND DISPOSALS. SUBCONTRACTOR SHALL MAINTAIN THE PROJECT SITE IN A NEAT AND SAFE CONDITION AT ALL TIMES.
- CONTRACTOR SHALL SUBMIT SAMPLES AND COLOR SELECTIONS TO ARCHITECT FOR APPROVAL.
- CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO COMMENCING ANY CONSTRUCTION WORK AND SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT.
- FURNISH ACCESS PANELS IN WALLS AND CEILINGS WHERE SERVICE OR ADJUSTMENT TO MECHANICAL, PLUMBING, OR ELECTRICAL EQUIPMENT IS REQUIRED. ACCESS PANELS SHALL BE FIRE RATED EQUAL TO SURFACE IN WHICH THEY OCCUR. PROVIDE CONTROL JOINTS IN GYPSUM WALLBOARD AT 30 FEET O.C. OR PER MANUFACTURER'S RECOMMENDATIONS, OR PER SPECIFICATIONS, WHICHEVER IS MORE STRINGENT. WHERE POSSIBLE, LOCATE CONTROL JOINTS ABOVE DOOR FRAMES. PROVIDE MOISTURE RESISTANT GYPSUM BOARD WHERE GYPSUM BOARD IS NOTED IN TOILETS, JANITORS CLOSETS, SHOWERS, TUBS, AND OTHER AREAS SUBJECT TO MOISTURE.



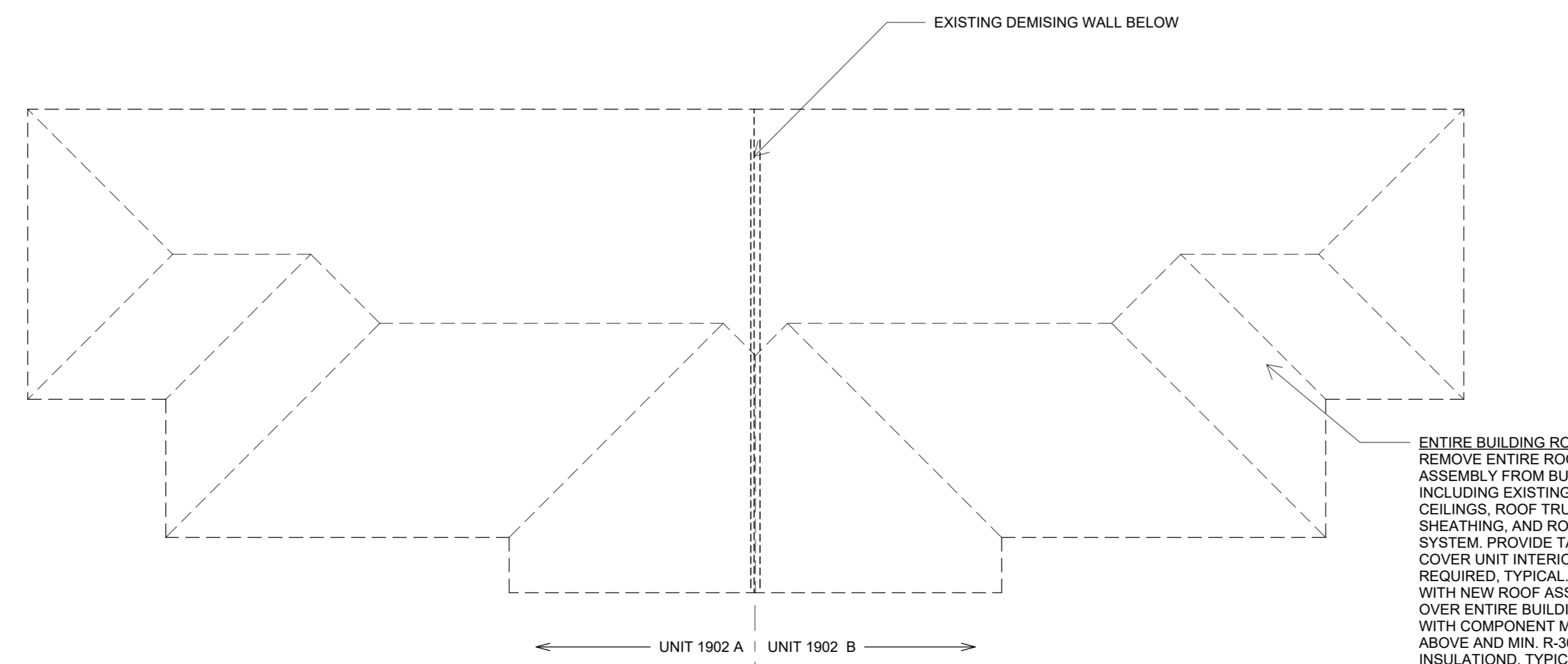
MHA FIRE DAMAGE UNIT REPAIRS - GIBBS VILLAGE EAST UNIT 1902 A & B
 1701 TERMINAL ROAD
 MONTGOMERY, AL 36108



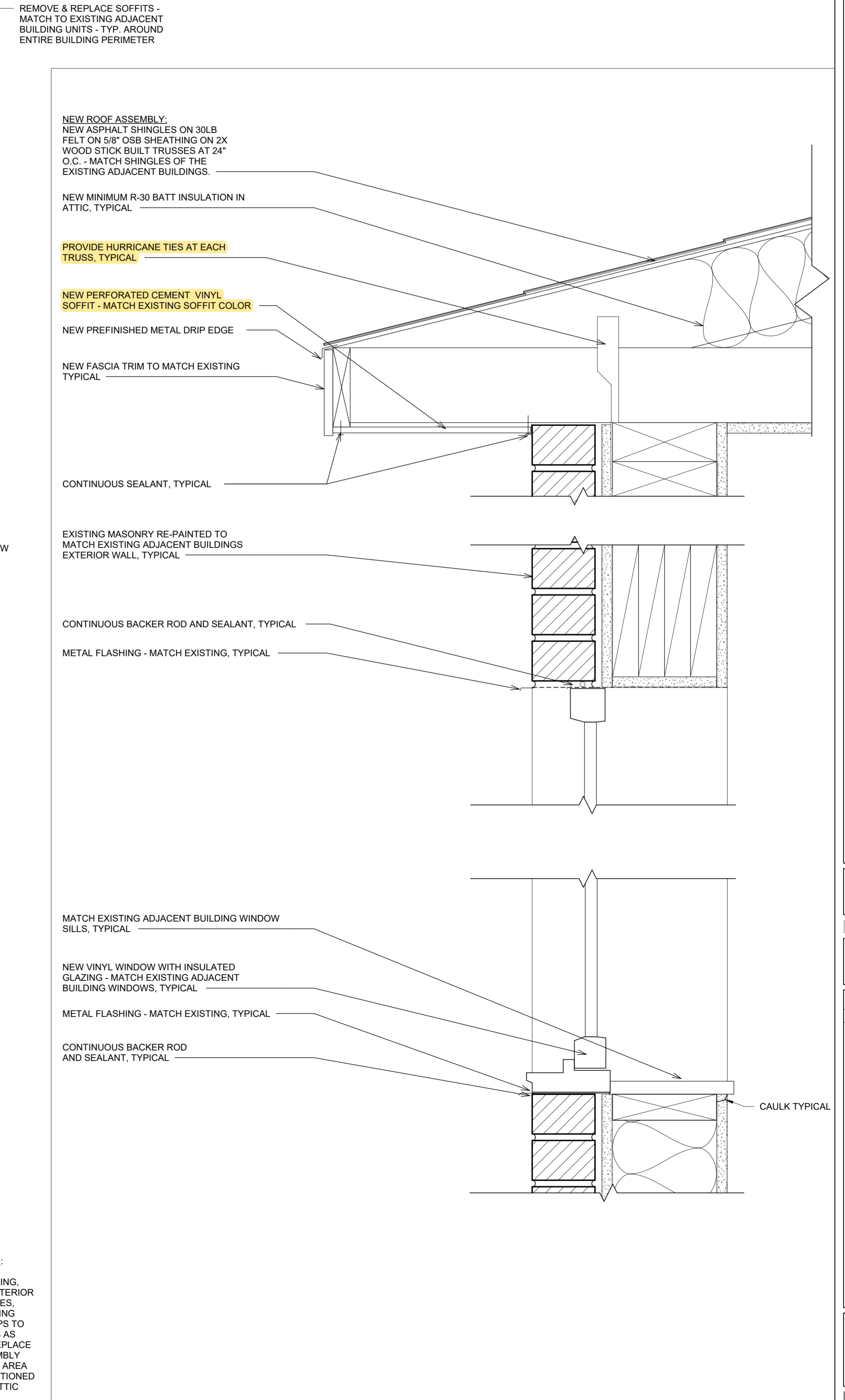
4 NEW ROOF PLAN
1/8" = 1'-0"



3 NEW ROOF FRAMING PLAN
1/8" = 1'-0"



2 ROOF DEMOLITION PLAN
1/8" = 1'-0"



1 TYPICAL WALL SECTION
3" = 1'-0"



5 SITE VICINITY MAP
NOT TO SCALE

JOB NUMBER:
26028

DATE:
04/24/26

PRINTED / REVISIONS
DESCRIPTION DATE

SHEET TITLE:
TITLE SHEET

SHEET NUMBER:
G000

DEMOLITION NOTES

1. REMOVE EXISTING FLOOR FINISHES DOWN TO EXISTING SUBFLOOR TYP.
2. REMOVE EXISTING WALL FINISHES DOWN TO BARE STUDS.
3. INSPECT AND REMOVE WOOD (ROUGH AND FINISH) THAT IS ROTTEN OR DAMAGED.
4. REMOVE EXISTING LOW CEILING FURRING IN EXISTING BATHROOMS.
5. REMOVE EXISTING ROOF FRAMING AND CEILING FRAMING. SALVAGE EXISTING ROOF FRAMING THAT IS REMOVED. PROTECT BUILDING FROM RAIN.
6. SALVAGE EXISTING BRICK THAT IS REMOVED FOR REUSE.
7. EXISTING BRICK TO REMAIN. REPAIR AND CLEAN. SEE ELEVATIONS AND SPECIFICATIONS.

WALL LEGEND

- EXISTING CONSTRUCTION TO REMAIN
- EXISTING CONSTRUCTION TO BE REMOVED
- NEW WALLS - 2X4 WD. STUDS AT 16" O.C. WITH 5/8" TYPE X PTD. GYP. BD ON EACH SIDE OF STUDS WITH 3 1/2" ATTEN BATTES BETWEEN STUDS



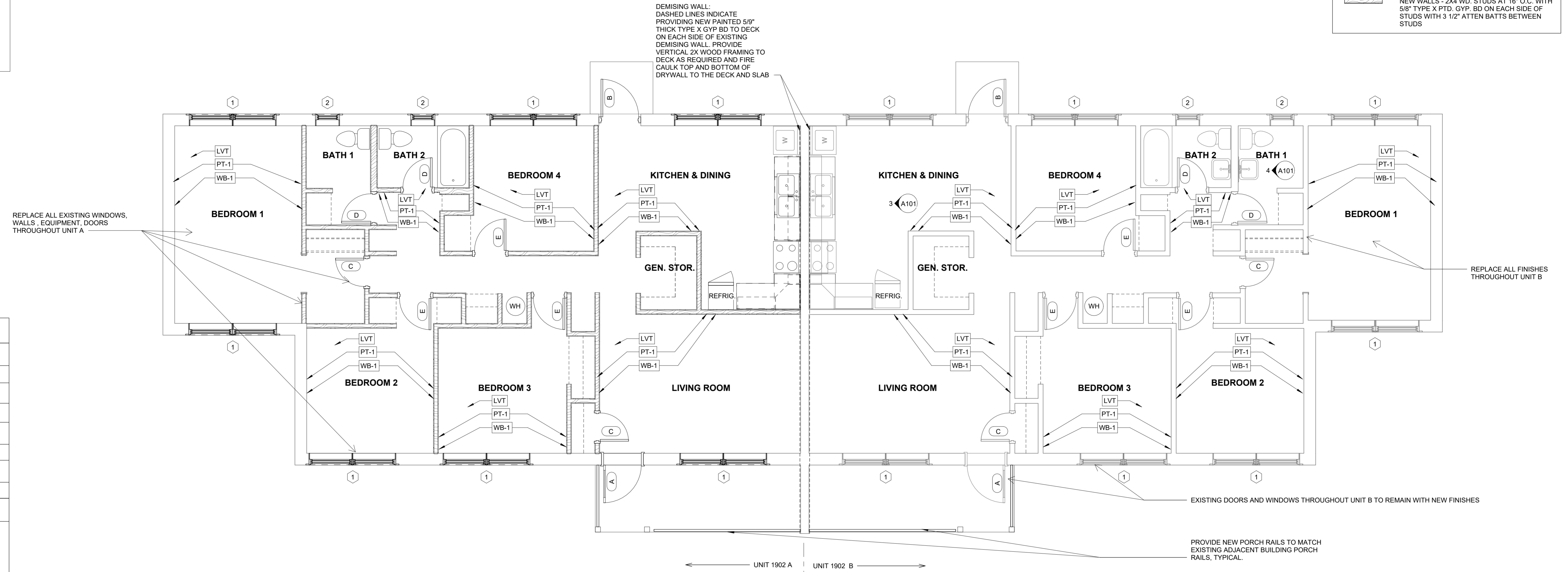
MHA FIRE DAMAGE UNIT REPAIRS - GIBBS
VILLAGE EAST UNIT 1902 A & B
 1701 TERMINAL ROAD
 MONTGOMERY, AL 36108

FINISH LEGEND

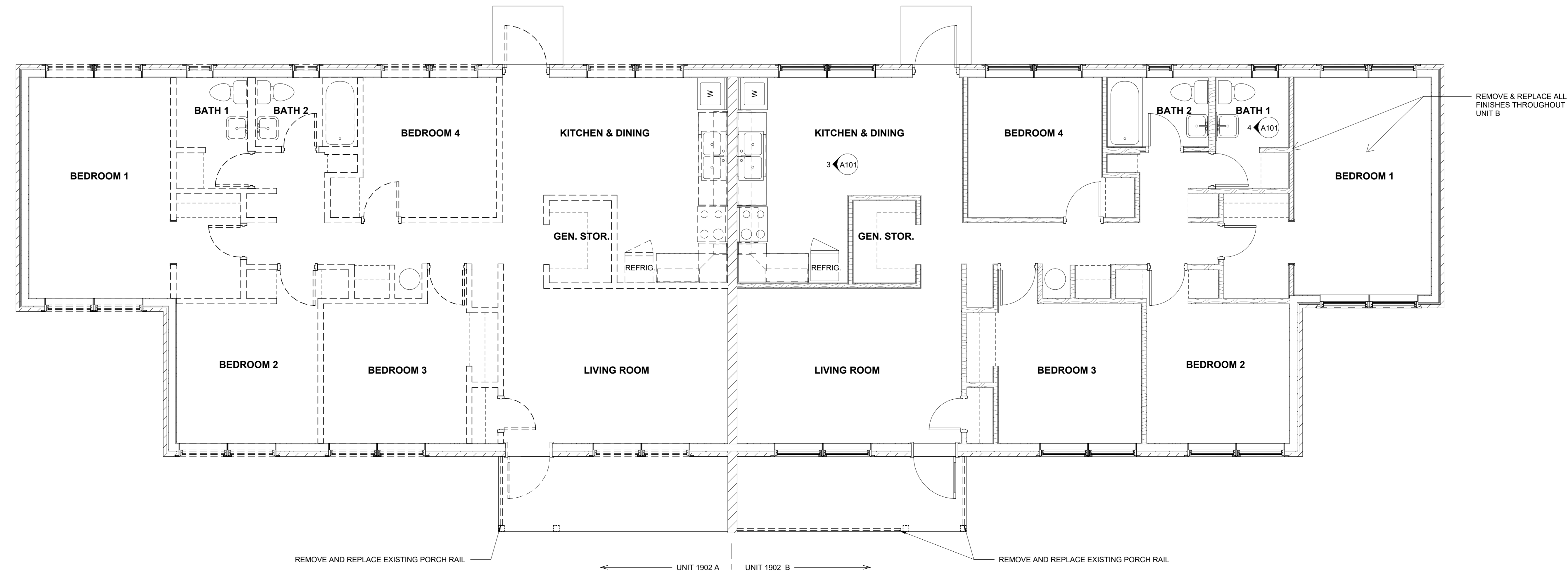
FLOOR	
LVT	MATCH EXISTING LVT
BASE	
WB-1	WOOD BASE - MATCH EXISTING
WALL	
PT-1	PAINTED GYPSUM BD. - MATCH EXISTING
CEILING	
GB-1	PAINTED GYPSUM BD. - MATCH EXISTING

FINISH NOTES:

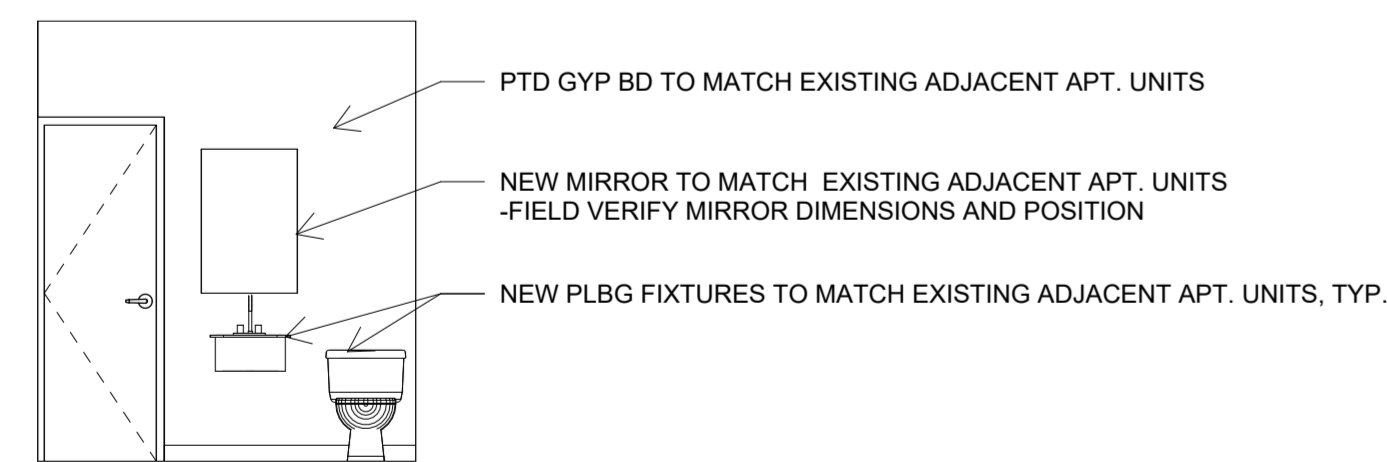
1.



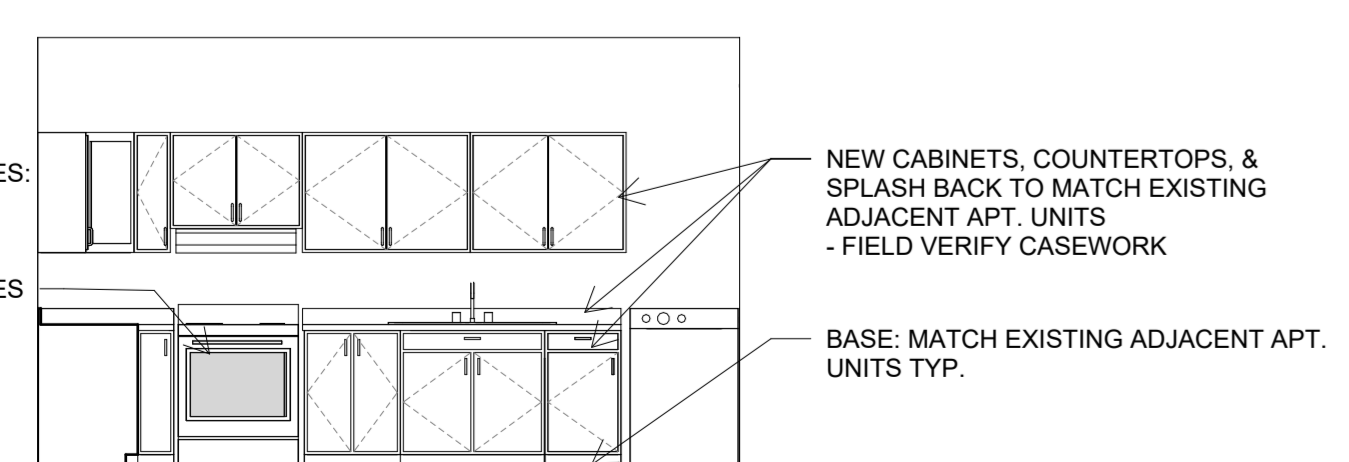
2 PROPOSED PLAN
1/4" = 1'-0"



1 DEMOLITION FLOOR PLAN
1/4" = 1'-0"



4 TYPICAL BATHROOM INTERIOR ELEVATION
1/4" = 1'-0"



3 TYPICAL KITCHEN INTERIOR ELEVATION
1/4" = 1'-0"

JOB NUMBER:
26028

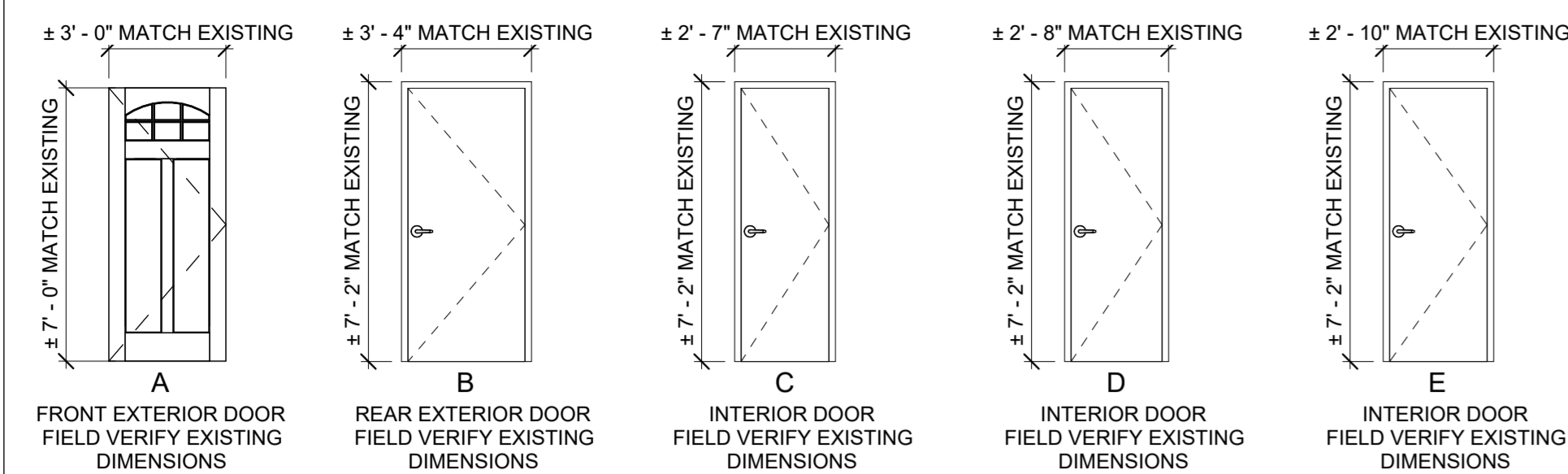
DATE:
04/24/26

PRINTED / REVISIONS
DESCRIPTION DATE

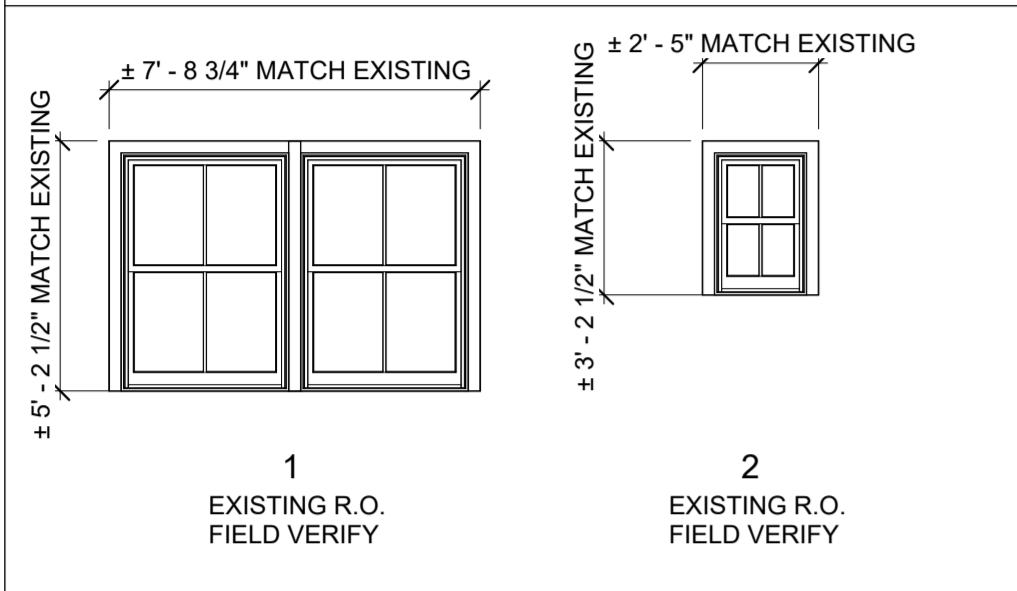
SHEET TITLE:
FLOOR PLANS

SHEET NUMBER:
A101

DOOR TYPES



WINDOW TYPES



GENERAL NOTE: MATCH EXISTING ADJACENT BUILDING'S DOORS & WINDOWS, TYPICAL

EXTERIOR MATERIALS LEGEND

ASPHALT SHINGLES

AS-1 NEW ASPHALT SHINGLES TO MATCH EXISTING ADJACENT BUILDINGS.

MASONRY

BR-1 RE-PAIN EXISTING MASONRY TO MATCH EXISTING ADJACENT BUILDINGS.

SIDING

CB-1 NEW SMOOTH FIBER CEMENT VERTICAL SIDING PRIMED FOR PAINT W/ 1X3 FIBER CEMENT BATTENS AT 24" O.C. MAX. TO MATCH EXISTING ADJACENT BUILDINGS.

SOFFITS

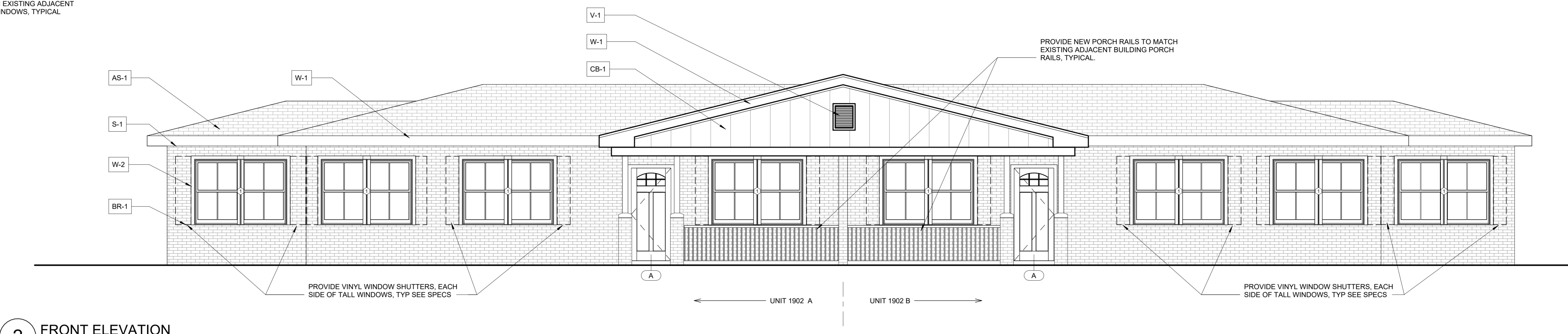
S-1 NEW PERFORATED VINYL SOFFIT TO MATCH EXISTING ADJACENT BUILDINGS.

TRIM

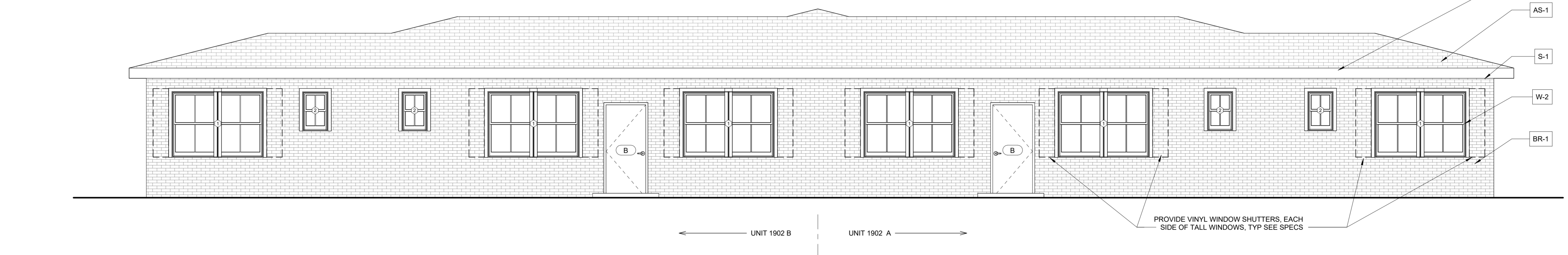
W-1 NEW PREFINISHED ALUM TRIM - FIELD BRAKE TRIM TO MATCH EXISTING ADJACENT BUILDINGS.
 W-2 NEW CEMENT BOARD TRIM - 1x3 PRIMED FOR PAINT TO MATCH EXISTING ADJACENT BUILDINGS.
 W-3 NEW CEMENT BOARD TRIM - 1x6 PRIMED FOR PAINT TO MATCH EXISTING ADJACENT BUILDINGS.

GABLE VENTS

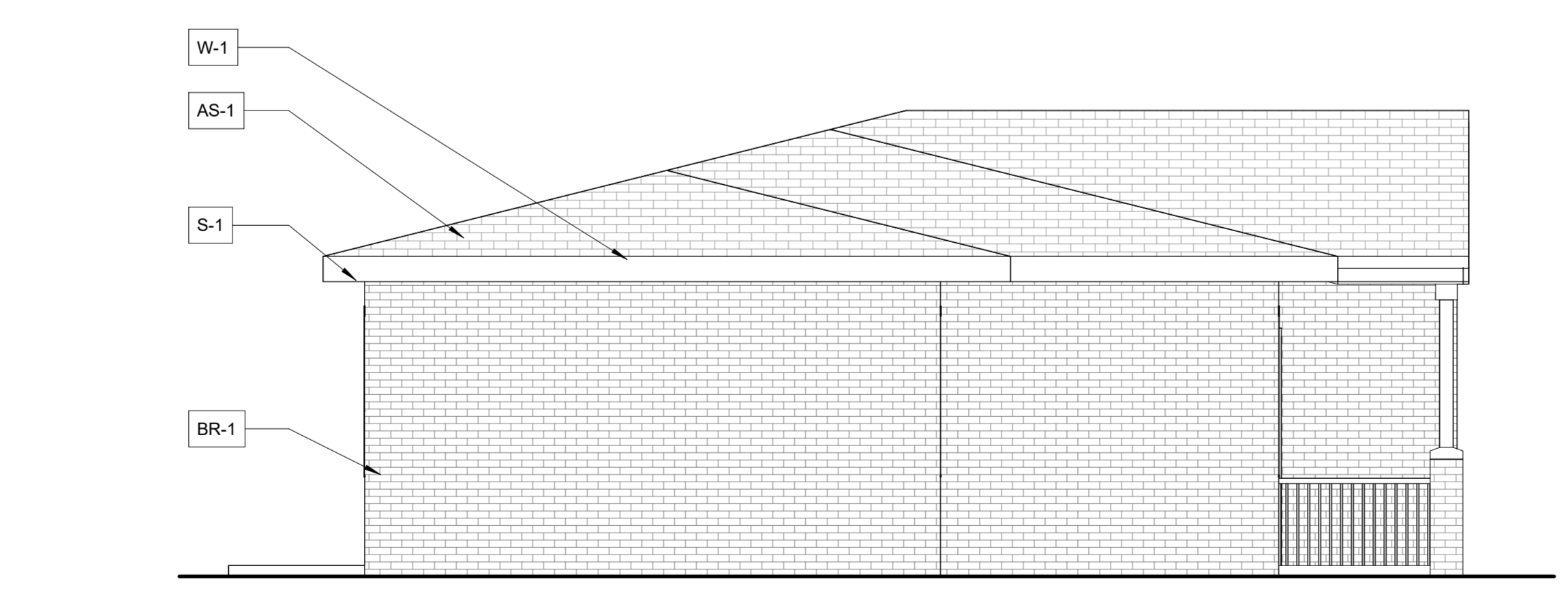
V-1 NEW RECTANGULAR VINYL GABLE VENT 18" X 24" TO MATCH EXISTING ADJACENT BUILDINGS.



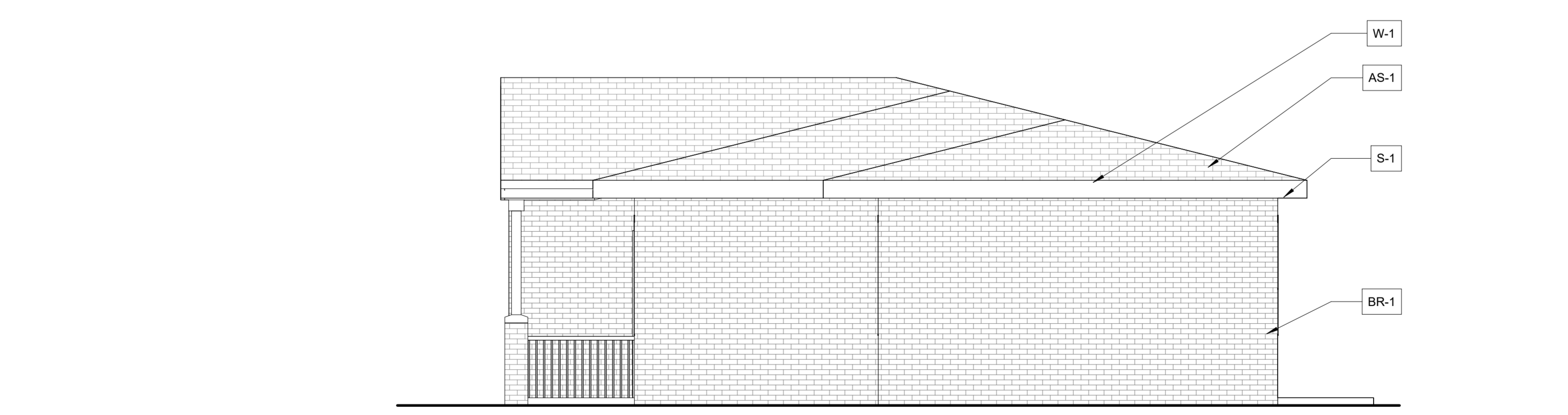
2 FRONT ELEVATION
1/4" = 1'-0"



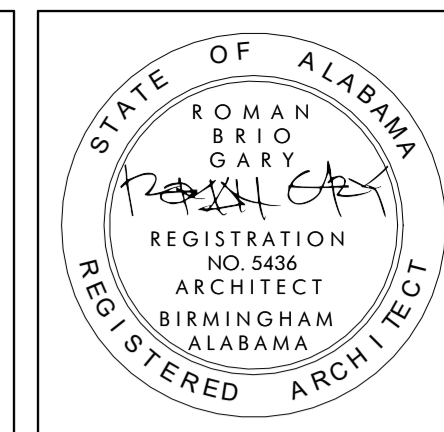
1 REAR ELEVATION
1/4" = 1'-0"



4 SIDE ELEVATION
1/4" = 1'-0"



3 SIDE ELEVATION 2
1/4" = 1'-0"



MHA FIRE DAMAGE UNIT REPAIRS - GIBBS
VILLAGE EAST UNIT 1902 A & B
 1701 TERMINAL ROAD
 MONTGOMERY, AL 36108

JOB NUMBER:
26028

DATE:
04/24/26

PRINTED / REVISIONS
 # DESCRIPTION DATE

SHEET TITLE:
EXTERIOR ELEVATIONS

SHEET NUMBER:
A301

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Montgomery Housing Authority Section 3

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: _____



SECTION 3 PLAN

[Revised to comply with HUD's Code of Federal Regulations (CFR) Title 24, Part 75]

(Adopted by Board Resolution No. 6642 on April 26, 2022)

1. Overview of Section 3 Requirements

A. WHAT IS SECTION 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) that is regulated by the provisions of 24 CFR 75. Section 3 regulations 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 to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

B. PURPOSE OF THIS DOCUMENT

This plan outlines how the Housing Authority of the City of Montgomery, Alabama and its subrecipients, contractors and subcontractors will comply with HUD's Section 3 requirements. MHA will, to the greatest extent feasible, ensure that employment and other economic opportunities are directed to low- and very low-income persons (Section 3 workers and Targeted Section 3 workers) and to eligible businesses (Section 3 Businesses) and requires the same of its contractors.

MHA may amend its Section 3 Policies and Procedures document as necessary to ensure continued compliance with HUD's requirements and/or to reflect updated Section 3 guidance and outreach strategies.

This plan shall be construed consistently with the requirements set forth in 24 CFR Part 75 and with the requirements set forth in HUD's Procurement Rules and Regulations and with the requirements of any applicable Alabama State bid laws. In the event that this Policy is deemed to conflict with any of the foregoing sources of legal authority, any such conflicting legal authority shall be deemed to supersede this policy and shall be deemed to be controlling. Likewise, to the extent that 24 CFR Part 75 is amended or interpreted by HUD, the requirements of any such amendment or interpretation shall be deemed to be included herein.

C. APPLICABILITY

For public housing financial assistance, all funding is covered, regardless of the amount of expenditure or size of a contract. This plan applies to development assistance, operating funds, capital funds, and all mixed-finance development.

For housing and community development financial assistance, this plan applies to housing rehabilitation, housing construction, and other public construction projects that exceed \$200,000 or more of housing and community development financial assistance from one or more HUD programs. Applicability is determined at the project level.

For projects funded with Lead and Hazard Control and Healthy Homes Programs, this plan applies to projects that exceed \$100,000.

This plan also applies to projects that include multiple funding sources. Multiple funding source projects include projects that include public housing financial assistance, housing and community development financial assistance for single or multiple recipients, and the Lead Hazard Control and Healthy Homes Program.

Section 3 requirements **do not** apply to: 1) Material Supply Contracts - § 75.3(b), 2) Indian and Tribal Preferences - § 75.3(c), and 3) Other HUD assistance and other Federal assistance not subject to Section 3 §75.3 (d). However, for financial assistance that is not subject to Section 3, recipients are encouraged to consider ways to support the purpose of Section 3. Additionally, Professional service jobs are defined in 24 CFR 75.5 as “non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.” These jobs are excluded from the reporting requirement for Section 3 and Targeted Section 3 workers because it is very difficult for grantees and contractors to recruit and hire eligible persons for these roles due to the higher wages/salaries earned for these types of jobs. See, HUD Notice: CPD-21-09.

2. Section 3 Coordinator

MHA’s Section 3 Coordinator shall serve as the central point of contact for Section 3 compliance for MHA and its subrecipients, contractors and subcontractors supporting the program. Subrecipients, contractors, subcontractors and others are encouraged to reach out to MHA’s Section 3 Coordinator with questions regarding Section 3 compliance.

3. Employment, Training, and Contracting Goals

A. SAFE HARBOR COMPLIANCE

MHA and its contractors and subcontractors will be considered to have complied with the Section 3 requirements and met safe harbor, if they certify that they followed the required prioritization of effort and met or exceeded the Section 3 benchmarks, absent evidence of the contrary.

Prior to the beginning of work, contractors and subcontractors will be required to certify that they will follow the required prioritization of effort for Section 3 workers, Targeted Section 3 workers, and Section 3 business concerns as outlined below in Section C below. After completion of the project, on the Section 3 Cumulative Report, in the Appendices hereto, contractors and subcontractors will be required to certify that they followed the prioritization of effort requirements.

If the contractor and subcontractor does not meet the safe harbor requirements, they must report on the qualitative nature of their Section 3 compliance activities and provide documentation of same. Such qualitative efforts may, for example, include but are not limited to the following:

- (1) Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- (2) Provided training or apprenticeship opportunities.
- (3) Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- (4) Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- (5) Held one or more job fairs.

- (6) Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
- (7) Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- (8) Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- (9) Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- (10) Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- (11) Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns (note that such should not be used as a means to avoid any applicable federal or state procurement requirements).
- (12) Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- (13) Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- (14) Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

B. SAFE HARBOR BENCHMARKS

MHA has established employment and training goals that subrecipients, contractors, and subcontractors should meet in order to comply with Section 3 requirements outlined in 24 CFR Part 75.9 - for public housing financial assistance or 24 CFR Part 75.19 - for housing and community development financial assistance. The safe harbor benchmark goals are as follows:

(for public housing financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year are Targeted Section 3 workers, as defined at 24 CFR Part 75.11.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

(for housing and community development financial assistance)

- 1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

Section 3 Labor Hours/Total Labor Hours = 25%

And

- 2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at 24 CFR Part 75.21.

Targeted Section 3 Labor Hours/Total Labor Hours = 5%

HUD establishes and updates Section 3 benchmarks for Section 3 workers and/or Targeted Section 3 workers through a document published in the Federal Register, not less frequently than once every 3 years. Given that the Section 3 benchmarks are subject to change every three years or sooner, MHA will review and update the Section 3 Plan annually, as needed.

It is the responsibility of contractors to implement efforts to achieve Section 3 compliance. Any contractor that does not meet the Section 3 benchmarks must demonstrate why meeting the benchmarks were not feasible. All contractors submitting bids or proposals to the MHA are required to certify that they will comply with the requirements of Section 3.

C. CERTIFICATION OF PRIORITIZATION OF EFFORT FOR EMPLOYMENT, TRAINING, AND CONTRACTING

EMPLOYMENT AND TRAINING

Under the MHA's Section 3 Program, contractors and subcontractors should make best efforts to provide employment and training opportunities to Section 3 workers in the priority order listed below:

(for public housing financial assistance)

- 1) To residents of the public housing projects for which the public housing financial assistance is expended;
- 2) To residents of other public housing projects managed by the PHA that is providing the assistance or for residents of Section 8-assisted housing managed by the PHA;
- 3) To participants in YouthBuild programs; and
- 4) To low- and very low-income persons residing within the metropolitan area (or nonmetropolitan county) in which the assistance is expended.

(for housing and community development financial assistance)

Provide employment and training opportunities to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located in the priority order listed below:

- 1) Section 3 workers residing within the service area or the neighborhood of the project, and
- 2) Participants in YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

CONTRACTING

Under the MHA's Section 3 Program, contractors and subcontractors must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers in the following order or priority:

(for public housing financial assistance)

- 1) Section 3 business concerns that provide economic opportunities for residents of public housing projects for which the assistance is provided;
- 2) Section 3 business concerns that provide economic opportunities for residents of other public housing projects or Section-8 assisted housing managed by the PHA that is providing assistance;
- 3) YouthBuild programs; and
- 4) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the assistance is provided.

(for housing and community development financial assistance)

- 1) Business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which assistance is located in the following order of priority (where feasible):
 - a) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project; and
 - b) YouthBuild programs.

Contractors and subcontractors will be required to certify that they will and have made best efforts to follow the prioritization of effort requirements prior to the beginning work and after work is completed.

4. Section 3 Eligibility and Certifications

Individuals and businesses that meet Section 3 criteria may seek Section 3 preference from MHA or its contractors/subcontractors for training, employment, or contracting opportunities generated by public housing financial assistance or housing and community development financial assistance. To qualify as a Section 3 worker, Targeted Section 3 worker or a Section 3 business concern, each must self-certify that they meet the applicable criteria.

Businesses who misrepresent themselves as Section 3 business concerns and report false information to MHA may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities.

A. SECTION 3 WORKER AND TARGETED SECTION 3 WORKER CERTIFICATION

A Section 3 worker seeking certification shall submit self-certification documentation to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 worker as defined in 24 CFR Part 75. For the purposes of Section 3 worker eligibility, MHA will use individual income rather than family/household income to determine eligibility. The income limits will be determined annually using the guidelines published at <https://www.huduser.org/portal/datasets/il.html>.

Persons seeking the Section 3 worker preference shall demonstrate that it meets one or more of the following criteria currently or when hired within the past five years, as documented:

- 1) A low or very low-income resident (the worker's income for the previous or annualized calendar year is below the income limit established by HUD); or
- 2) Employed by a Section 3 business concern; or
- 3) A YouthBuild participant.

The Section 3 Certification Form included in the Appendix can be used to document the status of a Section 3 worker. The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Persons seeking the Targeted Section 3 worker preference shall demonstrate that it meets one or more of the following criteria:

(for public housing financial assistance)

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:
 - a) A resident of public housing; or
 - b) A resident of other public housing projects or Section 8-assisted housing; or
 - c) A YouthBuild participant.

(for housing and community development assistance)

- 1) Employed by a Section 3 business concern or
- 2) Currently meets or when hired met at least one of the following categories as documented within the past five years:

- a) Living within the service area or the neighborhood of the project, as defined in 24 CFR Part 75.5; or
- b) A YouthBuild participant.

The Targeted Section 3 Certification Form included in the Appendix can be used to document the status of a Targeted Section 3 worker. The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

PROJECTS INVOLVING MULTIPLE SOURCES OF FUNDING

In cases where Section 3 covered projects include multiple sources of funds, including public housing financial assistance and housing and community development assistance, MHA must follow the definition of Targeted Section 3 worker and priorities as outlined in subpart B of Part 75. For housing and community development financial assistance, MHA may follow either subpart B or subpart C of Part 75.

In cases where Section 3 covered projects include multiple housing and development funding sources (financial assistance) from single or multiple recipients, MHA will follow subpart C of Part 75. Refer to chart in [Appendix B](#).

B. SECTION 3 BUSINESS CONCERN CERTIFICATION

The MHA, should encourage contractors and subcontractors to make best efforts to award contracts and subcontracts to Section 3 business concerns.

Businesses that believe they meet the Section 3 Business requirements may self-register in the HUD Business registry, here: <http://www.hud.gov/Sec3Biz>. Businesses may seek Section 3 Business Concern preference by demonstrating that it meets one or more of the following criteria:

- 1) At least 51 percent of the business is owned and controlled by low- or very low-income persons; or
- 2) At least 51 percent of the business is owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing; or
- 3) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.

Businesses that seek Section 3 preference shall certify, or demonstrate to MHA, contractors or subcontractors, that they meet the definitions provided in the above. Businesses may demonstrate eligibility by submitting the Section 3 Business Concern Certification Form.

Businesses that consider themselves as a Section 3 Business Concern can self-certify by visiting the HUD Section 3 Business Registry Website: <http://www.hud.gov/Sec3Biz>. MHA can accept the completed self-certification form as long as MHA does not have reason to doubt the business' eligibility. The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees. Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of a contract or any applicable procurement requirements.

Section 3 Business Concern Certification Forms must be submitted at the time of bid/proposal. If the MHA previously approved the business concern to be Section 3 certified, then the same certification can be submitted along with a bid or proposal, as long as the form is submitted within the prescribed expiration

date. The Section 3 Business Concern Certification Form will expire after 3 months after completion of a contract with MHA. Establishing a 3-month certification of eligibility period allows the MHA the ability to assess contractor performance to ensure the business is striving to meet the required goals.

Qualifying as a Section 3 businesses does not mean that the business will be selected if it meets the technical requirements of the bid, regardless of bid price.

PROOF OF QUALIFICATIONS

In accordance with the regulation, residents and business concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or sub-recipient (if requested) verifying that they meet the definitions provided above for Section 3 worker, Targeted Section 3 worker, and Section 3 Business.

In addition to the above certifications, MHA can use its discretion for determining the type of verification that is required by prospective Section 3 workers, Targeted Section 3 workers, and business concerns. Some examples include proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

As provided in 2 CFR 200.318, contract awards shall only be made to responsible contractors possessing the ability to perform under the terms and conditions of the proposed contract.

5. Assisting Contractors with Achieving Section 3 Goals

In an effort to assist contractors with meeting or exceeding the Section 3 goals, MHA will do the following:

- 1) Share Section 3 Plan with contractors and subcontractors and explain policies and procedures
- 2) Require contractors wishing to submit a bid/offer/proposal to attend pre-bid meeting
- 3) Require contractor to sign the Section 3 Plan at pre-construction conference
- 4) Review Section 3 benchmarks and prioritization of effort with contractors and subcontractors to ensure that the goals are understood. It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to meet Section 3 benchmark goals by utilizing existing qualified workforce and by considering qualified eligible Section 3 workers and Targeted Section 3 workers (per the prioritization of effort outlined in Section #3) before any other person, when hiring additional employees is needed to complete proposed work to be performed.
- 5) At the time of bid, require the contractor to present a list, of the number of total labor hours, Section 3 worker labor hours, and Targeted Section 3 worker labor hours expected to be generated from the initial contract and a list of projected number of available positions, to include job descriptions and wage rates.
- 6) Maintain a local Section 3 worker/Targeted Section 3 worker database and provide the contractor with a list of interested and qualified Section 3 workers and Targeted Section 3 workers and contact information.
- 7) Inform contractors about the HUD Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>

- 8) Require contractors to notify Section 3 Coordinator of their interests regarding employment of Section 3 workers prior to hiring.
- 9) Encourage local business to register on the HUD Business Registry and direct contractors to the HUD Section 3 Business Registry <https://www.hud.gov/section3businessregistry>
- 10) Leverage MHA 's communication outlets (social media, website, etc.) to effectively communicate employment and contracting opportunities that arise.
- 11) Require contractors to submit a list of core employees (including administrative, clerical, planning and other positions pertinent to the construction trades) at the time of contact award.

6. Section 3 Outreach

A. OUTREACH EFFORTS FOR EMPLOYMENT AND TRAINING

In order to educate and inform workers and contractors, MHA's Section 3 Coordinator will be prepared to provide training and technical assistance on a regular basis per program guidelines. When training opportunities are available, contractors and subcontractors should, to the greatest extent feasible:

- 1) Notify the Section 3 Coordinator when training opportunities are available
- 2) Provide information/handouts about Section 3 training opportunities to potential Section 3 workers and Targeted Section 3 workers
- 3) Conduct an annual training for Section 3 workers and Section 3 businesses

Contractors and subcontractors should employ several active strategies to notify Section 3 workers and Targeted Section 3 workers of Section 3 job opportunities, including:

- 1) Clearly indicating Section 3 eligibility on all job postings with the following statement: "This job is a Section 3 eligible job opportunity. We encourage applications from individuals that are low income and/or live in Public Housing and/or receive a Section 8 voucher";
- 2) Including the Section 3 Worker and Targeted Section 3 Worker Self-Certification Form in all job postings
- 3) Working with the Section 3 Coordinator to connect Section 3 worker and Targeted Section 3 workers in MHA's Section 3 database with opportunities and/or utilize the Section 3 Opportunity Portal to find qualified candidates
- 4) Establishing a current list of Section 3 eligible applicants
- 5) Contacting local community organizations and provide them with job postings for Section 3 eligible applicants; and
- 6) Coordinating a programmatic ad campaign, which results in widespread job posting across diverse ad networks including:
 - a) Advertising job opportunities via social media, including LinkedIn and Facebook;
 - b) Advertising job opportunities via flyer distributions and mass mailings and posting ad in common areas of housing developments and all public housing management offices

- c) Contacting resident councils, resident management corporations, and neighborhood community organizations to request their assistance in notifying residents of available training and employment opportunities

B. OUTREACH EFFORTS FOR CONTRACTING

When applicable contracting opportunities arise, MHA will employ the following strategies to notify Section 3 Business Concerns of Section 3 contracting opportunities, including but not limited to:

- 1) Adding Section 3 language to all RFPs, procurement documents, bid offerings and contracts.
- 2) Coordinating mandatory pre-bid meetings to inform Section 3 Business Concerns of upcoming contracting opportunities. The Section 3 Coordinator will participate in these meetings to explain and answer questions related to Section 3 policy.
- 3) Advertising contracting opportunities in local community papers and notices that provide general information about the work to be contracted and where to obtain additional information.
- 4) Providing written notice of contracting opportunities to all known Section 3 Business Concerns. The written notice will be provided in sufficient time to enable business concerns the opportunity to respond to bid invitations.
- 5) Coordinating with the prime contractor to publicize contracting opportunities for small businesses.
- 6) Coordinating with business assistance agencies and contractor associations to inform them of contracting opportunities and request their assistance in identifying Section 3 business concerns. Could include local community development organizations, business development agencies (Chamber of Commerce), and minority contracting associations.
- 7) Connecting Section 3 business concerns with resources to support business development to assist in obtaining contracting opportunities (e.g., bonding and insurance assistance, etc.). Contractors will also be encouraged to collaborate with the MHA as subcontract opportunities arise in an effort to notify eligible Section 3 business concerns about the contracting opportunities.

7. Section 3 Contracting Policy and Procedure

MHA shall incorporate Section 3 in its existing Procurement Policy and adopt a Section 3 Contracting Policy and Procedure to be included in all procurements generated for use with HUD funding. This policy and procedure contain requirements for making efforts to award contracts to Section 3 Business Concerns.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the MHA be required to complete certifications, as appropriate. Such certifications shall be adequately supported with appropriate documentation as referenced in the Section 3 Business Concern Certification Form set forth in the Appendices hereto.

BID OR PROPOSAL EVALUATION

Contractors who fail to address Section 3 requirements, when applicable, in Bid or Proposal Evaluations will be deemed nonresponsive as set forth herein. This means that in the proposal or bid documents submitted to MHA, when applicable, the Contractor's Section 3 Clause Compliance Commitment and Section 3 Participation Election Form must be completed including applicable attachments and supporting documentation.

After written notice from MHA specifying any defects in the Section 3 information, contractors will be given

no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in MHA declaring the bidder or respondent as non-responsive.

8. Section 3 Provisions/Contract Language

MHA will include standard Section 3 language in all of its contracts to ensure compliance with regulations in 24 CFR Part 75. MHA will take appropriate actions upon finding that a contractor is in violation of 24 CFR Part 75 and does not knowingly contract with any contractor that has been found in violation of the Section 3 regulations. On a periodic basis the Section 3 Coordinator will audit MHA contractors for compliance with the minimum Section 3 requirements outlined in the Section 3 Plan.

In addition, contractors and subrecipients are required to include language in all Section 3 covered contracts or agreements for subcontractors to meet the requirements of 24 CFR Part 75.9 (for public housing financial assistance) or 24 CFR Part 75.19 (for housing and community development financial assistance).

For businesses, noncompliance with HUD's regulations in 24 CFR part 75 may, at the sole discretion of MHA, result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9. Reporting and Compliance Requirements

MHA is required to keep records and documentation certifying compliance with Section 3 benchmarks, and with Prioritization of Efforts.

COMPLIANCE REPORTING

MHA must report annually to HUD in a manner consistent with reporting requirements for the applicable HUD program. MHA will be considered to be in compliance with Section 3 Safe Harbor 1) by certifying compliance with Prioritization of Efforts in §75.9, and 2) by meeting the established Benchmark Goals for Section 3 and Target Section 3 workers.

If reporting indicates that MHA has not met the Section 3 Benchmarks, then MHA must report in a method on the qualitative nature of its activities and those its contractors and subcontractors pursued per 24 CFR § 75.15(b) and § 75.25(b).

Please note that it is important to document efforts made to comply with Section 3. Files should illustrate attempts to meet Section 3 benchmarks. The mere existence of a Section 3 Action Plan is not sufficient. Affirmative attempts to reach Section 3 goals must be made.

CONTRACTOR COMPLIANCE

Contractors will be required to comply with the Prioritization of Efforts for each contract.

Priority I. Employment and Training Compliance: Contractors will be considered to be in compliance by meeting the 25% and 5% Benchmark Goals for each project, or by providing proof of efforts to provide employment or training opportunities to Section 3 and Targeted Section 3 workers.

Priority II. Contracting Compliance: Contractors will be considered to be in compliance by providing documentation of contracting with Certified Section 3 Business Concerns.

As part of each bid or proposal submitted, the contractor must document their workforce byposition. Such information will be verified at the commencement of the contract.

Contractors will be required to complete the Targeted/ Section 3 Worker Tracking Form (See Appendix) on a monthly basis to clearly identify the Section 3 hires. The contractor must comply with the Section 3 requirements throughout the life of the contract. MHA will periodically audit this information at its discretion. Failure to comply with the monthly documentation may result in the termination of the contract at MHA's discretion.

Contractors employing Targeted Section 3 Workers, Section 3 Workers, and Section 3 BusinessConcerns must obtain and provide documentation to demonstrate such for meeting Section 3 goals.

REPORTING ON PROJECTS WITH MULTIPLE FUNDING SOURCES

1) For Section 3 projects that include public housing financial assistance and housing and community development financial assistance, MHA shall report on the project as a whole and will identify the multiple associated recipients.

2) For projects assisted with funding from multiple sources of housing and community development assistance that exceed the thresholds of \$200,000 and \$100,000 for Lead Hazard Control and Healthy Homes Programs (LHCHH), the MHA will follow subpart C of Part 75 and will report to the applicable HUD program office, as prescribed by HUD. Note: LHCHH assistance is not included in calculating whether the assistance exceeds the \$200,000 threshold. HUD public housing financial assistance and HUD housing and community development financial assistance is not included in calculating whether the assistance exceeds the LHCHH \$100,000 threshold. Refer to chart in [Appendix B](#).

10. Internal Section 3 Complaint Procedure

In an effort to resolve complaints generated due to non-compliance through an internal process, MHA encourages submittal of such complaints to its Section 3 Coordinator as follows:

- 1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR Part 75.
- 2) Complaints must be filed in a timely manner after the complainant becomes aware of the alleged violation.
- 3) An investigation will be conducted if complaint is found to be valid. MHA will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- 4) The MHA will provide written documentation detailing the findings of the investigation. The MHA will review the findings for accuracy and completeness before it is released to complainants. The findings will be made available in a timely manner after receipt of the complaint. If complainants wish to have their concerns considered outside of the MHA a complaint may be filed with:

The HUD program office responsible for the public housing financial assistance or the Section 3 project, or to the local HUD field office. These offices can be found through the HUD website, www.hud.gov/.

Complainants may be eligible to bring complaints under other federal laws. The U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcing federal laws that make it illegal to discriminate

against a job applicant or an employee because of the person's race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information (medical history or predisposition to disease). For more information about complainant rights, please contact EEOC at: www.EEOC.gov.

The Department of Labor Office of Federal Contract Compliance Programs (OFCCP) enforces, for the benefit of job seekers and wage earners, the contractual promise of affirmative action and equal employment opportunity required of those who do business with the Federal government. More information about the services they provide can be obtained at: <http://www.dol.gov/ofccp/>.

11. Appendices

APPENDIX A: DEFINITIONS

The terms *HUD*, *Public housing*, and *Public Housing Agency (PHA)* are defined in 24 CFR part 5.

The following definitions also apply to 24 CFR Part 75 HUD's Economic Opportunities for Low-and Very Low-Income Persons:

1937 Act means the United States Housing Act of 1937, 42 U.S.C. 1437 *et seq. activities related to Public Housing*

Contractor means any entity entering into a contract with:

(1) A recipient to perform work in connection with the expenditure of public housing financial assistance or for work in connection with a Section 3 project; or

(2) A subrecipient for work in connection with a Section 3 project.

Labor hours means the number of paid hours worked by persons on a Section 3 project or by persons employed with funds that include public housing financial assistance.

Low-income person means a person as defined in Section 3(b)(2) of the 1937 Act, at or below 80% AMI. Note that Section 3 worker eligibility uses individual income rather than family/household income.

Material supply contracts means contracts for the purchase of products and materials, including, but not limited to, lumber, drywall, wiring, concrete, pipes, toilets, sinks, carpets, and office supplies.

Professional services means non-construction services that require an advanced degree or professional licensing, including, but not limited to, contracts for legal services, financial consulting, accounting services, environmental assessment, architectural services, and civil engineering services.

Public housing financial assistance means assistance as defined in 24 CFR Part 75.3(a)(1).

Public housing project is defined in 24 CFR 905.108.

Recipient means any entity that receives directly from HUD public housing financial assistance or housing and community development assistance that funds Section 3 projects, including, but not limited to, any State, local government, instrumentality, PHA, or other public agency, public or private nonprofit organization.

Section 3 means Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u).

Section 3 business concern means:

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 Coordinator is person tasked with overseeing all Section 3 responsibilities for the PHA/CD office.

Section 3 project means a project defined in 24 CFR Part 75.3(a)(2).

Section 3 worker means:

(1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Section 8-assisted housing refers to housing receiving project-based rental assistance or tenant-based assistance under Section 8 of the 1937 Act.

Service area or the neighborhood of the project means an area within one mile of the Section 3 project or, if fewer than 5,000 people live within one mile of a Section 3 project, within a circle centered on the Section 3 project that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

Small PHA means a public housing authority that manages or operates fewer than 250 public housing units.

Subcontractor means any entity that has a contract with a contractor to undertake a portion of the contractor's obligation to perform work in connection with the expenditure of public housing financial assistance or for a Section 3 project.

Subrecipient has the meaning provided in the applicable program regulations or in 2 CFR 200.93.

Targeted Section 3 worker has the meanings provided in 24 CFR Part 75.11, 75.21, or 75.29, and does not exclude an individual that has a prior arrest or conviction.

Very low-income person means the definition for this term set forth in section 3(b)(2) of the 1937 Act (at or below 50% AMI).

YouthBuild programs refers to YouthBuild programs receiving assistance under the Workforce Innovation and Opportunity Act (29 U.S.C. 3226).

APPENDIX B: MULTIPLE FUNDING SOURCES - CHART

TYPE OF FINANCIAL ASSISTANCE	DEFINITIONS *TARGETED SECTION 3 WORKER	THRESHOLDS	PRIORITIZATION	REPORTING
Public Housing and Housing and Community Development	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p>	<p>None</p> <p>*Any amount of PH assistance triggers Section 3</p>	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p>	<p>PHA – must follow subpart B of Part 75</p> <p>HCD – may follow subpart B or C of Part 75</p> <p>Both - Must report on project as a whole and identify the multiple associated recipients</p>
Multiple Sources of Housing and Community Development <i>(single or multiple recipients)</i>	<p>Must follow subpart C of Part 75</p>	<p>Exceeds \$200,000 for Section 3 projects</p> <p>*LHCHHP exceeds \$100,000</p>	<p>Must follow subpart C of Part 75</p>	<p>Must follow subpart C of Part 75</p> <p>Must report on project as a whole and identify the multiple associated recipients</p> <p>Must report to the applicable HUD program office, as prescribed by HUD</p>

Montgomery Housing Authority Section 3

APPENDIX C: FORMS

- 1) Targeted Section 3 Worker Certification
- 2) Section 3 Worker Certification
- 3) Targeted/ Section 3 Worker Tracking Form
- 4) Section 3 Permanent Workforce Form
- 5) Section 3 Business Concern Self-Certification: <http://www.hud.gov/Sec3Biz>
- 6) Section 3 Bid or Proposal Compliance Forms
 - a. Section 3 Clause Compliance Commitment
 - b. Section 3 Participation Election Form
- 7) Cumulative Report

Montgomery Housing Authority Section 3

Targeted Section 3 Worker Certification Form

A Targeted Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Targeted Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ I am employed by a Section 3 business concern.

OR within the past 5 years:

_____ I am a public housing resident or HCV Section 8 Resident of MHA.

_____ I am a resident of other housing assisted by MHA or in MHA's management portfolio.

_____ I am a YouthBuild participant.

The status of a Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Targeted Section 3 worker. Targeted Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3

Section 3 Worker Certification Form

A Section 3 Worker seeking the preference in training and employment provided by this part shall certify or submit evidence to the recipient contractor or subcontractor that the person is a Section 3 Worker, as defined in Section 24 CFR 75.

Print Name

Please check at least one option:

_____ My annual income for the previous year or projected current year is below the HUD Low Income Individual Median Income (80%). I have attached a copy of the HUD income limits obtained from <https://www.huduser.gov/portal/datasets/il.html> for the year in which I comply.

_____ I am employed by a Section 3 business concern.

_____ I am a YouthBuild participant.

The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction. Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

I hereby certify that the information provided by me to be true and correct and understand any falsification of any of the information could subject me to disqualification from participation and punishment under the law.

Signature

Date

Montgomery Housing Authority Section 3

SECTION 3 PERMANENT WORKFORCE FORM

This form is used to determine the Section 3 Workers already employed by the contractor.
This form may be compared to Davis -Bacon Payrolls for cross referencing purposes.

Project Name: _____ Name of Contractor: _____

Address: _____ Date: _____

Employee Name	Job Title	Certified Section 3 Worker		Monthly Salary	Salary Below 80% of Median Income	
		YES	NO		YES	NO

I certify the above employees are permanent employees of _____. I certify the above employees are on our regular monthly payroll and have their W-2 tax forms for our records. These records will be available to MHA for the above referenced project for verification purposes. I understand that falsifying information is perjury and subject to legal ramifications.

Print Name

Signature

Date

Montgomery Housing Authority Section 3

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: _____

Montgomery Housing Authority Section 3

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	<input type="checkbox"/>	←
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	<input type="checkbox"/>	
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	<input type="checkbox"/>	←
		<input type="checkbox"/>	←

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: _____

Exhibit A-Links for MHA Section 3 forms

See links below for each form. You will also find guidance on when each form should be submitted.

1) Targeted Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdG26pigB1sxRI_36pGnhG9CbtVNjWUnbiXA2CEAIHoH5D5A/viewform?usp=sf_link

- *Targeted Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as targeted Section 3 worker, per HUD guidelines. This form should also be completed by any new targeted Section 3 workers hired after the contract start date.)*

2) Section 3 Worker Certification

https://docs.google.com/forms/d/e/1FAIpQLSdCIDAbBgsdJS0G4vAzDf6tfh9_IpizTXPTeT3iOd5Fq8UvAg/viewform?usp=sf_link

- *Regular Section 3 Worker Certification Form (to be completed at the start of the contract for all workers identified as regular Section 3 worker, per HUD guidelines. This form should also be completed by any new regular Section 3 workers hired after the contract start date. Form must only be completed once per contract term or if the worker's status changes.)*

3) Section 3 Worker Tracking Form

https://docs.google.com/forms/d/e/1FAIpQLSfp05sNh2jv-QTgTsyqEkgROcYp41sTIGu6q9v0tGuiClGPg/viewform?usp=sf_link

- *Targeted Section 3/Section 3/Non-Section 3 Worker Tracking Form (to be completed monthly by contractor and/or vendor and must include all employees working on the MHA contract or services))*

4) Section 3 Permanent Workforce Form

https://docs.google.com/forms/d/e/1FAIpQLSd9btz5CVCeC9NjIRZGsvSCHbWbw6Ex9zGAtVnG6JmvLdrGig/viewform?usp=sf_link

- *Section 3 Permanent Workforce Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

5) Section 3 Business Concern Certification Form: <http://www.hud.gov/Sec3Biz>

https://docs.google.com/forms/d/e/1FAIpQLSfjoDHfrQy7Y1iIA2z0Rg0VgRnxx6Fj6CHRzMQ19bDHs1qIHQ/viewform?usp=sf_link

- *Section 3 Business Concern Certification Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

6) Section 3 Bid or Proposal Compliance Forms

a. Section 3 Clause Compliance Commitment

https://docs.google.com/forms/d/e/1FAIpQLSeDLY9a2gakOvclrn1UjsO_e3EOVHblhopjzo5vQchX0N0k8w/viewform?usp=sf_link

- *Section 3 Clause Compliance Commitment Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

b. Section 3 Participation Election Form

https://docs.google.com/forms/d/e/1FAIpQLSfjkyAl7kbBI_YOLNGTcUn7r4DIEztZWJweIE4JDppWzIDkcQ/viewform?usp=sf_link

- *Section 3 Participation Election Form (to be completed along with the initial contract paperwork for new contractors and vendors/must be completed by July 31st for current contractors and vendors)*

7) Cumulative Report

https://docs.google.com/forms/d/e/1FAIpQLSdADZ9_CeN5g_Pev2RCpoizq1gQ3fhDhRF7xAMFNXaF6JgArg/viewform?usp=sf_link

- *Section 3 Cumulative Report (to be completed by the contractor or vendors within 15 days of completion of the MHA contract or service provided. This should be included with the final invoice.)*