



Huntsville Housing Authority

BOARD PACK

for

July Board Meeting

Monday, July 15, 2024

12:00 PM (CDT)

Held at:

Resident Services

212 Seminole Drive, Huntsville, Alabama 35805

INDEX

Cover Page

Index

Agenda

Attached Documents:

1.1 a	July 2024 - Agenda.doc.....	7
1.4 a	Minutes : June Board Meeting - 17 Jun 2024.....	9
2.1 a	A-July 2024 Control Doc Finance with Action Items.docx.....	15
2.1 b	B MAY 31 2024 INCOME STATEMENT.pdf.....	16
2.1 c	B-1 May 2024 Board Explanations Presented 07-16-2024.docx.....	18
2.2 a	C-AL047 Huntsville FYE Change Request Letter updated 5.21.24 (1).pdf.....	19
2.3 a	2024 MAY BOARD CAPITAL F_001.pdf.....	21
2.4 a	RADON HEALTHY HOMES DOC_001.pdf.....	33
3.1 a	HSG. OPS Control Doc.-7-2024.doc.....	35
3.1 b	Request for Board Action - Change Order Alarm System at Todd.doc.....	36
3.1 c	Previous Resolution_001.pdf.....	38
3.1 d	Change order docs_001.pdf.....	49
3.1 e	Resolution - Change Order Alarm System for Todd Towers.doc.....	67
3.2 a	RBA stone manor roof.doc.....	68
3.2 b	Piggy-Back Justification_001.pdf.....	70
3.2 c	Scope of work_001.pdf.....	72
3.2 d	Agreement_001.pdf.....	78
3.2 e	resolution Stone Manor 7720 Benaroya roof.doc.....	85
3.3 a	RBA--A&E Services.doc.....	86
3.3 b	Resolution--A&E Services.doc.....	88
4.1 a	Gateway Control Document.docx.....	89

4.1 b	Board Action--Dispo. App. for Gateway Place Excess Land.doc.....	90
4.1 c	Gateway Support Docs b.pdf.....	91
4.1 d	Gateway Support Docs.pdf.....	92
4.1 e	Gateway Resolution Reauthorizing Disposition.docx.....	93

AGENDA

JULY BOARD MEETING



Name:	Huntsville Housing Authority
Date:	Monday, July 15, 2024
Time:	12:00 PM to 1:00 PM (CDT)
Location:	Resident Services , 212 Seminole Drive, Huntsville, Alabama 35805
Board Members:	Leon Fountain (Chair), Chanda Crutcher, Larry Lowe, Shaquila Willie, Willie Williams
Attendees:	CEO Antonio McGinnis, Ashley Jones, Brittany Spencer, Carmisia Danson, Carol Jones, Desiree Patterson, Gene Leonard, Jacqueline Egbujo, Michael Norment, Neil Andrew, Teresa Wade-Chase, Terica Pope, Turkessa Coleman-Lacey

1. Regular Meeting

1.1 July Board Agenda

Supporting Documents:

1.1.a	July 2024 - Agenda.doc	7
-------	------------------------	---

1.2 CALL TO ORDER

1.3 ROLL CALL

1.4 Confirm Minutes

Leon Fountain

Supporting Documents:

1.4.a	Minutes : June Board Meeting - 17 Jun 2024	9
-------	--	---

1.5 OLD BUSINESS

1.6 NEW BUSINESS

2. FINANCIAL SERVICES

2.1 Agenda Item # 1

Teresa Wade-Chase

Presentation of Cumulative Low-Income Housing Finance Report for the Period Ended May 31, 2024.

Supporting Documents:

2.1.a	A-July 2024 Control Doc Finance with Action Items.docx	15
-------	--	----

Supporting Documents:

2.1.b	B MAY 31 2024 INCOME STATEMENT.pdf	16
2.1.c	B-1 May 2024 Board Explanations Presented 07-16-2024.docx	18

2.2 Agenda Item # 2

Teresa Wade-Chase

HUD Fiscal Year End Letter dated May 23, 2024.

Supporting Documents:

2.2.a	C-AL047 Huntsville FYE Change Request Letter updated 5.21.24 (1).pdf	19
-------	--	----

2.3 Agenda Item # 3

Teresa Wade-Chase

Capital Fund Grant Analysis Report dated May 1, 2024.

Supporting Documents:

2.3.a	2024 MAY BOARD CAPITAL F_001.pdf	21
-------	----------------------------------	----

2.4 Agenda Item # 4

Teresa Wade-Chase

Radon Healthy Homes and Capital Fund Grant Competitive Grant Analysis Report dated May 1, 2024.

Supporting Documents:

2.4.a	RADON HEALTHY HOMES DOC_001.pdf	33
-------	---------------------------------	----

3. PUBLIC HOUSING OPERATIONS

3.1 Agenda Item # 4

Terica Pope

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve a Change Order to the Contract with Building Systems Technology for Additional Work and Materials Needed to Repair the Fire Alarm System at Todd Towers.

Supporting Documents:

3.1.a	HSG. OPS Control Doc.-7-2024.doc	35
3.1.b	Request for Board Action - Change Order Alarm System at Todd.doc	36
3.1.c	Previous Resolution_001.pdf	38
3.1.d	Change order docs_001.pdf	49
3.1.e	Resolution - Change Order Alarm System for Todd Towers.doc	67

3.2 Agenda Item # 5

Terica Pope

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for New Roofing for a Building in Stone Manor.

Supporting Documents:

3.2.a	RBA stone manor roof.doc	68
3.2.b	Piggy-Back Justification_001.pdf	70
3.2.c	Scope of work_001.pdf	72
3.2.d	Agreement_001.pdf	78
3.2.e	resolution Stone Manor 7720 Benaroya roof.doc	85

3.3 Agenda Item # 6

Terica Pope

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into an Agreement with CCR Architecture & Interiors for Architectural and Engineering Services.

Supporting Documents:

3.3.a	RBA--A&E Services.doc	86
3.3.b	Resolution--A&E Services.doc	88

4. DEVELOPMENT

4.1 Agenda Item # 7

Turkessa Coleman-Lacey

Act on a Resolution Reauthorizing the Executive Director/CEO/Contracting Officer to Submit a Disposition Application to the Special Applications Center of HUD for the Excess Land at Gateway Place Development.

Supporting Documents:

4.1.a	Gateway Control Document.docx	89
4.1.b	Board Action--Dispo. App. for Gateway Place Excess Land.doc	90
4.1.c	Gateway Support Docs b.pdf	91
4.1.d	Gateway Support Docs.pdf	92
4.1.e	Gateway Resolution Reauthorizing Disposition.docx	93

5. Executive Director/CEO Comments

5.1 EXECUTIVE DIRECTOR

5.2 PUBLIC COMMENTS

5.3 COMMISSIONER COMMENTS

6. ADJOURNMENT

6.1 Close the meeting

Next meeting: No date for the next meeting has been set.



Growing Communities One Family At A Time
For More Than 70 Years

REGULAR
BOARD MEETING
of the
HUNTSVILLE HOUSING AUTHORITY
July 15, 2024
12:00 P.M.

Leon D. Fountain
Chairman

Shaquila Willie
Vice Chairman

Chanda Crutcher
Commissioner

Larry Lowe
Commissioner

Willie Williams
Commissioner

Antonio McGinnis, Sr.
Executive Director/CEO

REGULAR MEETING

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES: June 17, 2024

OLD BUSINESS:

NEW BUSINESS

Financial Services

1. Presentation of Cumulative Low-Income Housing Finance Report for Period Ended May 31, 2024.
2. HUD Fiscal Year End Letter dated May 23, 2024.
3. Capital Fund Grant Analysis Report dated May 1, 2024.
4. Radon Healthy Homes and Capital Fund Grant Competitive Grant Analysis Report dated May 1, 2024.

Public Housing Department

5. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve a Change Order to the Contract with Building Systems Technology for Additional Work and Materials Needed to Repair the Fire Alarm System at Todd Towers.
6. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for New Roofing for a Building in Stone Manor.
7. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into an Agreement with CCR Architecture & Interiors for Architectural and Engineering Services.

Development

8. Act on a Resolution Reauthorizing the Executive Director/CEO/Contracting Officer to Submit a Disposition Application to the Special Applications Center of HUD for the Excess Land at Gateway Place Development.



EXECUTIVE DIRECTOR/CEO COMMENTS

PUBLIC COMMENTS

COMMISSIONER COMMENTS

ADJOURNMENT



200 Washington Street, P.O. Box 486, Huntsville, Alabama 35804-0486 *Phone (256) 539-0774*
TDD 1-800-545-1833, Ext. 903
www.hsvha.org



MINUTES (in Review)

JUNE BOARD MEETING



Name:	Huntsville Housing Authority
Date:	Monday, June 17, 2024
Time:	12:00 PM to 1:00 PM (CDT)
Location:	Resident Services , 212 Seminole Drive, Huntsville, Alabama 35805
Board Members:	Leon Fountain (Chair), Chanda Crutcher, Larry Lowe, Shaquila Willie, Willie Williams
Attendees:	CEO Antonio McGinnis, Ashley Jones, Brittany Spencer, Carmisia Danson, Carol Jones, Desiree Patterson, Gene Leonard, Jacqueline Egbujo, Michael Norment, Neil Andrew, Teresa Wade-Chase, Terica Pope, Turkessa Coleman-Lacey

1. Regular Meeting

1.1 June Board Agenda

1.2 CALL TO ORDER

1.3 ROLL CALL

Chairman Fountain called the roll of the Board of Commissioners, and the following commissioners were present:

Leon D. Fountain
 Shaquila Willie
 Chanda Crutcher
 Larry Lowe
 Willie Williams

Also present were Mr. McGinnis, Executive Director/CEO, Ashley Jones, Attorney, and several members of the HHA Staff.

1.4 Confirm Minutes

May Board Meeting May 20, 2024, the minutes were confirmed as presented.



Confirm Minutes

Approval of May 10, 2024 (Special Meeting) and May 20, 2024 (Regular Board Meeting Minutes) minutes had been transcribed and circulated before the meeting. (A copy of which is attached hereto). Chairman Fountain asked if there were any corrections, additions, changes, or deletions; there were none.

Vice-Chairman Willie moved the motion to approve the minutes for May 10, 2024 (Special Meeting) and May 20, 2024 (Regular Board Meeting Minutes),

Huntsville Board of Commissioners' Meeting. Commissioner Lowe seconded the motion, and the minutes were approved by a unanimous voice vote.

Decision Date: Jun 17, 2024
Mover: Shaquila Willie
Seconded: Larry Lowe
Outcome: Approved

1.5 OLD BUSINESS

1.6 NEW BUSINESS

2. FINANCIAL SERVICES

2.1 Agenda Item # 1



Agenda Item #1

Mrs. Teresa Wade-Chase, Director of Finance/CFO, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Re-Enter into an Agreement with Willstone Inc (Mental Health of Madison County) to be the Sponsor for the Special Needs Assistance Program Grant.

Resolution No. 2024-17 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Teresa Wade-Chase responded to questions and also provided informational specifics.

Commissioner Crutcher moved the motion to approve Resolution No. 2024-17. Vice Chairman Willie seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Chanda Crutcher
Seconded: Shaquila Willie
Outcome: Approved

2.2 Agenda Item # 2



Agenda Item # 2

Mrs. Teresa Wade-Chase, Director of Finance/CFO, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve Quarterly Charge-offs for the Period Ending June 30, 2024.

Resolution No. 2024-18 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Teresa Wade-Chase responded to questions and also provided informational specifics.

Commissioner Lowe moved the motion to approve Resolution No. 2024-18. Vice Chairman Williams seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Larry Lowe
Seconded: Willie Williams
Outcome: Approved

2.3 Agenda Item # 3

A report was given by Mrs. Teresa Wade-Chase, Director of Finance/CFO, of the Cumulative Low Income Housing Finance Report for the Period Ended June 30, 2024.

3. PUBLIC HOUSING OPERATIONS

3.1 Agenda Item # 4



Agenda Item # 4

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for Security Services at Johnson Towers and The Todd.

Resolution No. 2024-19 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Commissioner Lowe moved the motion to approve Resolution No. 2024-19. Vice Chairman Willie seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Larry Lowe
Seconded: Shaquila Willie
Outcome: Approved

3.2 Agenda Item # 5



Agenda Item # 5

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for Authority-Wide Electrical Services.

Resolution No. 2024-20 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Commissioner Williams moved the motion to approve Resolution No. 2024-20. Commissioner Lowe seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Willie Williams
Seconded: Larry Lowe
Outcome: Approved

3.3 Agenda Item # 6



Agenda Item # 6

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for HVAC Services for Public Housing.

Resolution No. 2024-21 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Commissioner Crutcher moved the motion to approve Resolution No. 2024-21. Vice Chairman Willie seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Chanda Crutcher
Seconded: Shaquila Willie

Outcome: Approved

3.4 Agenda Item # 7



Agenda Item # 7

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for Tenant Court Record Searches, Credit and Criminal Background Check Services for the Public Housing and Housing Choice Voucher Programs.

Resolution No. 2024-22 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Commissioner Lowe moved the motion to approve Resolution No. 2024-22. Commissioner Crutcher seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Larry Lowe
Seconded: Chanda Crutcher
Outcome: Approved

3.5 Agenda Item # 8



Agenda Item # 8

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for Employment and Income Verification Services for the Public Housing and Housing Choice Voucher Programs.

Resolution No. 2024-23 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Vice Chairman Willie moved the motion to approve Resolution No. 2024-23. Commissioner Williams seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Shaquila Willie
Seconded: Willie Williams
Outcome: Approved

3.6 Agenda Item # 9



Agenda Item # 9

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Approving the 2024 Revisions of the Utility Allowance and Flat Rent Schedules for Public Housing.

Resolution No. 2024-24 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Commissioner Lowe moved the motion to approve Resolution No. 2024-24. Vice Chairman Willie seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Larry Lowe

Seconded: Shaquila Willie
Outcome: Approved

3.7 Agenda Item # 10



Agenda Item # 10

Mrs. Terica Pope, Director of Public Housing Operations, presented a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Submit a Request to HUD to Decommission Two Public Housing Units to Provide a Site Office and Workspace for Searcy Homes Management and Maintenance Staff.

Resolution No. 2024-25 was discussed. Various questions were asked by the Board of Commissioners. Mrs. Terica Pope responded to questions and also provided informational specifics.

Vice Chairman Willie moved the motion to approve Resolution No. 2024-25. Commissioner Crutcher seconded the motion, and the resolution was approved by a unanimous vote.

Decision Date: Jun 17, 2024
Mover: Shaquila Willie
Seconded: Chanda Crutcher
Outcome: Approved

4. Executive Director/CEO Comments

4.1 EXECUTIVE DIRECTOR

Executive Director/CEO Comments:

Executive Director McGinnis mentioned that we are halfway through the year already. He pointed out and discussed the goals listed in the strategic plan. One of the goals was to promote a more substantial commitment to self-sufficiency; he mentioned the graduates from Drake's childcare program last month. Executive Director McGinnis mentions a young man who started part-time with us and moved into a position on the trash truck to now being promoted to Assistant Property Manager who is an ex-military.

The executive director mentioned the continuous efforts to create community partnerships.

4.2 PUBLIC COMMENTS

4.3 COMMISSIONER COMMENTS

Commissioner Comments:

Chairman Fountain - No comments.

Vice Chairman Willie - No comments.

Commissioner Lowe- No comments.

Commissioner Crutcher - No comments.

Commissioner Williams - No Comments.

5. ADJOURNMENT

5.1 Close the meeting

Next meeting: No date for the next meeting has been set.

Signature: _____

Date: _____

HUNTSVILLE HOUSING AUTHORITY

**Board of Commissioners' Meeting
Agenda Item
Control Document**

Date: 7/2/2024

HHA Staff Representative: Teresa Wade-Chase, Director of Finance/CFO

Department: Financial Services

Board of Commissioners' Meeting (Date): July 15, 2024 at 12:00 p.m.

Board Agenda Item(s):

1. Presentation of Cumulative Low-Income Housing Finance Report for Period Ended May 31, 2024.
2. HUD Fiscal Year End Letter dated May 23, 2024.
3. Capital Fund Grant Analysis Report dated May 1, 2024.
4. Radon Healthy Homes and Capital Fund Grant Competitive Grant Analysis Report dated May 1, 2024.

Approved by: Antonio McGinnis, Sr. / 7/2/2024
 Antonio McGinnis, Sr. / Date
 Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Leon D Fountain, Chairman Date: 07/15/2024

HHA Board Committee Member: Shaquila Willie, Vice Chairman Date: 07/15/2024

HHA Staff Member: Teresa Wade-Chase Date: 07/15/2024

**Huntsville Housing Authority
 Combined Budget for COCC and Sites
 CYE December 31, 2024
 YEAR TO DATE AS OF MAY 31,2024**

	Annual Budget	Actual YTD	Budget YTD	Budget Variance Favorable (Unfavorable)	Variance Percentage	
Revenue						
Tenant Rental Revenue	2,476,280.78	558,008.00	550,284.62	7,723.38	1.40%	
Other Tenant Charges	48,430.51	10,975.00	10,762.34	212.66	1.98%	
Operating Subsidy	4,574,822.36	1,034,985.00	1,016,627.19	18,357.81	1.81%	
HUD PHA Operating Grant-CFP	1,686,395.72		374,754.61	(374,754.61)	-100.00%	(1)
Interest Income	95,270.40	24,106.59	21,171.20	2,935.39	13.87%	
Section 8 Rental Income	9,000.00	2,000.00	2,000.00	0.00	0.00%	
Management Fees - Public Housing	721,101.15	164,050.14	160,244.70	3,805.44	2.37%	
Bookkeeping Fees - PH & HCV	175,365.00	46,995.00	38,970.00	8,025.00	20.59%	
Asset Management Fees - PH	124,110.00	27,580.00	27,580.00	0.00	0.00%	
Service Fee Revenue	526,846.77	106,288.44	117,077.06	(10,788.62)	-9.21%	
Management Fees - Capital Fund	402,752.97	95,592.14	89,500.66	6,091.48	6.81%	
Management Fees - Section 8	202,500.00	42,888.00	45,000.00	(2,112.00)	-4.69%	
Management Fees - 360 Properties	36,684.89	8,777.60	8,152.20	625.40	7.67%	
Other Income	263,556.16	69,231.32	58,568.04	10,663.29	18.21%	(2)
Gain On Disposition of Fixed Assets	0.00	0.00	0.00	0.00	0.00%	
Inter-AMP Transfer In	0.00	0.00	0.00	0.00	0.00%	
	0.00		0.00	0.00	0.00%	
Total Revenue	11,343,116.69	2,191,477.23	2,520,692.60	(329,215.37)	-13.06%	
Expenses:						
Administration:						
Administrative Salaries	1,918,899.30	338,020.90	426,422.07	88,401.17	20.73%	
Compensated Absences	0.00	0.00	0.00	0.00	0.00%	
Employee Benefits - Administrative	581,364.01	144,751.88	129,192.00	(15,559.88)	-12.04%	
Audit Fees	35,248.41	0.00	7,832.98	7,832.98	100.00%	(3)
Management Fees	721,101.21	164,050.14	160,244.71	(3,805.43)	-2.37%	
Bookkeeping Fees	118,485.00	20,190.00	26,330.00	6,140.00	23.32%	
Advertising and Marketing	0.00	500.00	0.00	(500.00)	0.00%	
Office Expense	424,198.31	97,349.97	94,266.29	(3,083.68)	-3.27%	
Legal	75,000.00	13,261.48	16,666.67	3,405.19	20.43%	(3)
Training and Travel	81,104.74	1,750.00	18,023.28	16,273.28	90.29%	(3)
Other Administrative Costs	118,527.97	11,309.23	26,339.55	15,030.32	57.06%	(3)
Total Administration	4,073,928.95	791,183.60	905,317.54	114,133.94	12.61%	
Asset Management Fee	124,110.00	27,580.00	27,580.00	0.00	0.00%	
Tenant Services:						
Salaries	117,881.61	15,598.45	26,195.91	10,597.46	40.45%	
Relocation	0.00	465.00	0.00	(465.00)	0.00%	
Employee Benefits - Tenant Services	51,570.56	8,984.81	11,460.13	2,475.32	21.60%	
Other/Funding/Travel and Training	27,627.09	2,413.50	6,139.35	3,725.85	60.69%	
Total Tenant Services	197,079.26	27,461.76	43,795.39	16,333.63	37.30%	(4)

**Huntsville Housing Authority
 Combined Budget for COCC and Sites
 CYE December 31, 2024
 YEAR TO DATE AS OF MAY 31,2024**

	Annual Budget	Actual YTD	Budget YTD	Budget Variance Favorable (Unfavorable)	Variance Percentage
Utilities:					
Other Utilities	128,357.45	27,638.05	28,523.88	885.83	3.11%
Water	266,270.87	74,753.48	59,171.30	(15,582.18)	-26.33%
Electric	307,134.87	48,816.78	68,252.19	19,435.41	28.48%
Gas	32,719.39	5,412.43	7,270.98	1,858.55	25.56%
Sewage	406,183.75	87,780.23	90,263.06	2,482.83	2.75%
Total Utilities	1,140,666.33	244,400.97	253,481.41	9,080.44	3.58%
Maintenance:					
Labor - Maintenance	1,467,229.80	260,988.02	326,051.07	65,063.05	19.95%
Employee Benefits - Maintenance	520,012.50	124,571.52	115,558.33	(9,013.19)	-7.80%
Materials	1,310,051.36	247,046.28	291,122.53	44,076.25	15.14%
Contract Costs	889,664.84	170,418.92	197,703.30	27,284.38	13.80%
Total Maintenance	4,186,958.51	803,024.74	930,435.22	127,410.48	41.10% (5)
Protective Services:					
Protective Services Contract Costs	377,625.00	42,464.36	83,916.67	41,452.31	49.40%
Total Protective Services	377,625.00	42,464.36	83,916.67	41,452.31	49.40% (6)
General Expenses:					
Insurance	845,521.47	184,077.20	187,893.66	3,816.46	2.03%
Other General Expenses	208,101.17	45,051.00	46,244.71	1,193.70	2.58%
Payment In Lieu of Taxes	120,125.22	0.00	26,694.49	26,694.49	100.00%
Total General Expenses	1,173,747.86	229,128.20	260,832.86	31,704.66	104.61% (7)
Other:					
Collection Loss (Bad Debt Expense)	141,312.67	(10,563.93)	31,402.82	41,966.75	133.64%
Extraordinary Maintenance	0.00	0.00	0.00	0.00	0.00%
Extraordinary Items	0.00	0.00	0.00	0.00	0.00%
Casualty Loss	0.00	0.00	0.00	0.00	0.00%
Interest Mort or Bonds Payable	0.00	0.00	0.00	0.00	0.00%
Amortization of Bond Issue Costs	0.00	0.00	0.00	0.00	0.00%
COCC Transfer to Section 8	0.00	0.00	0.00	0.00	0.00%
Inter AMP Transfer Out	75,000.00	50,000.00	16,666.67	(33,333.33)	0.00%
Loss Disposition of Fixed Assets	0.00	0.00	0.00	0.00	0.00%
Total Other	216,312.67	39,436.07	48,069.48	(8,633.46)	-17.96% (8)
Total Expenses	11,490,428.57	2,204,679.70	2,553,428.57	348,748.87	13.66%
Net Income/Loss	(147,311.88)	(13,202.47)	(32,735.97)	19,533.50	-59.67%
Capital Assets Addition	682,800.00		151,733.33	151,733.33	100.00%
Increase/Decrease in Unrestricted Net Position	(830,111.88)	(13,202.47)	(184,469.31)	171,266.84	0.00%

Huntsville Housing Authority Explanations for CYE 05/31/2024

- (1) **HUD PHA Operating Grant** – There were no HUD PHA Operating Grant funds and Capital Fund drawdowns completed in May 2024. \$352,092 was drawn June 17,2024.
- (2) **Other Income-** Other Income is sporadically received during the calendar year. The May 2024 receipts of Other Income totals \$36,549. The breakdown is as follows: Lowes Rebate (\$16,864), HAIG Insurance Dividend (\$11,827) and Stone Manor Prior Year Insurance Reimbursement (\$7,858)
- (3) **Total Administration** -The favorable variance for Total Administration is due no audit fees have been incurred for this reporting period and Legal, Training and Travel and Other Administrative Costs incurred to date are lower than budget for this reporting period ending May 31,2024.
- (4) **Total Tenant Services** – Salaries and Benefits for Resident Services is budgeted in this line item for Intake and Housing Operations. The Intake Department has one open staff position. The Other Total Tenant Service Expense incurred was for the 16 participants of the Cooking Matters Classes.
- (5) **Total Maintenance** – The April through May 2024 expenses incurred is lower than the allocated budget cost estimate for this reporting period.
- (6) **Total Protective Services** - Actual hours invoiced by the vendor were lower than the anticipated budget for Johnson and Todd Towers. The HHA Board of Commissioners approved the new security services company in June 2024. This line is estimated to be within budget.
- (7) **Payment in Lieu of Taxes-** This line item is expensed in the last month of the calendar year.
- (8) **Collection Loss** – This line item is favorable due to collection received from the Municipal Intercept System (MIS) Alabama Collection System.
- (9) **Inter AMP Transfer Out-** The Inter AMP Transfer Out was transferred to the HCV Program for April 2024 expenses.



U. S. Department of Housing and Urban Development
 Birmingham Office
 Region IV
 417 – 20th Street, North, Suite 700
 Birmingham, Alabama 35203-5301

May 23, 2024

Mr. Antonio McGinnis
 Executive Director
 Huntsville Housing Authority
 200 Washington Street
 PO Box 486
 Huntsville, AL 35804

Subject: Fiscal Year End Change
 Huntsville Housing Authority (AL047)

Dear Ms. McGinnis:

This letter replaces the letter from HUD Birmingham Field Office dated March 13, 2024. Thank you for your request dated December 19, 2023, to change the fiscal year end for the Housing Authority of the City of Huntsville from March 31 to December 31. The reason for the request is to allow the PHA to utilize the same FYE date and audit engagements for all entities.

HUD has determined that this request meets the requirements of Notice PIH 2011-57 and hereby approves the requested fiscal year end (FYE) change. The PHA's FYE 2025 will be extended for 19 months, starting on April 1, 2024, through December 31, 2025. Effective on January 1, 2026, the PHA's FYE will be changed from March 31 to December 31 and will revert to a 12-month FYE, effective January 1, 2026, through December 31, 2026.

Please be advised that you are required to comply with Public Housing Assessment System (PHAS) submission requirements for the extended transition period. Further, you will receive a single PHAS score and designation for the transition period. Your unaudited financial submission must be made to HUD no later than February 28, 2026, and your audited submission no later September 30, 2026.

For the Fiscal Year End December 31, 2026, and thereafter, your financial reporting and PHAS scoring shall revert to a regular annual cycle based on the Housing Authority's new fiscal year.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

www.hud.gov • espanol.hud.gov

We will notify you when the necessary database and system changes have been completed. If you have any questions, please contact Daniell Womack, Portfolio Management Specialist, at (205) 745-4334, or at Daniell.womack@hud.gov.

Sincerely,



Velma Byron
Director, Office of Public Housing
Birmingham Field Office

***Includes totals for CF519, CF520, CF521, CF522, and CF523**

Category	Development	Budgeted Line Items	<u>Total Budget</u>	<u>Total Expended</u>	<u>Balance to be Expended</u>
140600		Operations	6,019,051.25	4,962,773.97	1,056,277.28
140800	All Sites	Training	120,000.00	60,790.66	59,209.34
140800	All Sites	Computer Software	457,641.00	360,417.08	97,223.92
			-	-	-
		Subtotal 1408	577,641.00	421,207.74	156,433.26
141000		Administration	2,385,243.80	2,241,855.63	143,388.17
143000/01		A & E	494,181.00	426,323.88	67,857.12
1460	010	Exterior Doors - do not spend	10,819.00	10,819.00	-
1460	006	Ceiling Repair	330,575.19	234,522.68	96,052.51
1460	014	Ceiling Repair	205,512.59	205,512.59	-
1460	014	Shower Surrounds	273,900.00	273,900.00	-
1460	016	Water Intrusion Repair	248,959.87	248,959.87	-
1460	011	Water Heaters	32,005.29	32,005.29	-
1460	014	Water Heaters	82,500.00	82,500.00	-
1460	014	Kitchen Counters and Sinks	368,703.99	368,703.99	-
1460	014	Install Toilets	46,000.00	46,000.00	-
1460	014	Shower Valves	27,500.00	27,500.00	-
1460	014	Interior Doors	260,325.00	260,325.00	-
1460	014	Security Storm Doors	32,000.00	32,000.00	-
1460	014	Kitchen Cabinets	1,293,315.56	867,367.14	425,948.42
1460	019	Roofs	369,755.00	216,755.00	153,000.00
1460	002	Roof Repairs	344,801.60	-	344,801.60
1460	006	Roof Repairs	449,104.71	-	449,104.71
1460	014	Roof Repairs	1,921,357.48	1,921,357.48	-
1460	052	Roof Repairs	761,417.00	761,417.00	-
1460	008	Radon Mitigation - Fans	30,000.00	-	30,000.00
1460	006	Radon Mitigation - Fans	580,000.06	-	580,000.06
1460	010	Radon Mitigation - Fans	95,000.00	-	95,000.00
1460	011	Radon Mitigation - Fans	25,000.00	-	25,000.00
1460	014	Radon Mitigation - Fans	80,000.00	-	80,000.00
1460	016	Radon Mitigation - Fans	120,000.00	-	120,000.00
1460	002	Radon Mitigation - Fans	80,000.00	-	80,000.00
1460	051	Radon Mitigation - Fans	90,000.00	291,309.64	(201,309.64)
1460	052	Radon Mitigation - Fans	200,000.00	-	200,000.00
1460	019	Radon Mitigation - Fans	220,000.00	-	220,000.00
1460	051	Windows - Exterior	308,065.00	-	308,065.00
1460	051	Shower Surrounds	170,000.00	-	170,000.00
1460	051	Water Intrusion Repair	15,100.00	-	15,100.00
1460	051	Install Toilets	25,000.00	-	25,000.00
1460	051	Storm Doors - Exterior	50,400.00	-	50,400.00
		Subtotal 1460	9,147,117.34	5,880,954.68	3,266,162.66

***Includes totals for CF519, CF520 ,CF521,CF522, and CF523**

Category	Development	Budgeted Line Items	Total Budget	Total Expended	Balance to be Expended
1465	002	HVAC	50,000.00	73,333.60	(23,333.60)
1465	014	HVAC Uplift Program	705,306.60	579,170.00	126,136.60
1465	016	HVAC	280,000.00	50,000.00	230,000.00
1465	011	Upgrade Elevator	450,000.00	-	450,000.00
1465	010	Ranges	40,000.00	33,664.02	6,335.98
1465	010	Refrigerators	40,000.00	34,686.60	5,313.40
		Subtotal 1465	1,565,306.60	770,854.22	794,452.38
149500	003	Relocation Costs	-	1,785.00	(1,785.00)
	006/014	Relocation Costs	275,214.00	193,589.50	81,624.50
	004	Relocation Costs	86,837.13	94,061.13	(7,224.00)
		Subtotal 1495	362,051.13	289,435.63	72,615.50
149700		Development Activities	616,422.20	500,000.00	116,422.20
		Choice Neighborhood	145,233.00	56,282.83	88,950.17
		Subtotal 1497	761,655.20	556,282.83	205,372.37
1500	061/062	Debt Service	3,025,529.68	2,420,423.74	605,105.94
Totals			24,337,777.00	17,970,112.32	6,367,664.68

PIH Notice 2020-05
Disbursement Date 04-15-2025
OBLIGATION DATE 04-15-2023

Category	Development	Budgeted Line Items	<u>Budget</u> 50119	<u>Expended</u> 50119	<u>Balance To Be</u> <u>Expended</u>
140600		Operations	1,031,354.00	1,031,354.00	-
140800	All Sites	Training			
140800	All Sites	Computer Software	400,000.00	353,587.58	46,412.42
		Subtotal 1408	400,000.00	353,587.58	46,412.42
141000		Administration	412,541.00	412,541.00	-
143000/01		A & E	75,000.00	75,000.00	-
1460	010	Exterior Doors - do not spend			-
1460	006	Ceiling Repair	188,026.00	188,026.00	-
1460	014	Ceiling Repair	205,512.59	205,512.59	-
1460	014	Shower Surrounds	273,900.00	273,900.00	-
1460	016	Water Intrusion Repair	248,959.87	248,959.87	-
1460	011	Water Heaters			
1460	014	Water Heaters			
1460	014	Kitchen Counters and Sinks			
1460	014	Install Toilets			
1460	014	Shower Valves			
1460	014	Interior Doors			
1460	014	Security Storm Doors			
1460	014	Kitchen Cabinets			
1460	019	Roofs			
1460	002	Roof Repairs			
1460	006	Roof Repairs			
1460	014	Roof Repairs			
1460	052	Roof Repairs			
1460	008	Radon Mitigation - Fans			
1460	006	Radon Mitigation - Fans			
1460	010	Radon Mitigation - Fans			
1460	011	Radon Mitigation - Fans			
1460	014	Radon Mitigation - Fans			
1460	016	Radon Mitigation - Fans			
1460	002	Radon Mitigation - Fans			
1460	051	Radon Mitigation - Fans			
1460	052	Radon Mitigation - Fans			
1460	019	Radon Mitigation - Fans			
1460	051	Windows - Exterior			
1460	051	Shower Surrounds			
1460	051	Water Intrusion Repair			
1460	051	Install Toilets			
1460	051	Storm Doors - Exterior			
		Subtotal 1460	916,398.46	916,398.46	-

PIH Notice 2020-05
Disbursement Date 04-15-2025
OBLIGATION DATE 04-15-2023

Category	Development	Budgeted Line Items	<u>Budget</u> <u>50119</u>	<u>Expended</u> <u>50119</u>	<u>Balance To Be</u> <u>Expended</u>
1465	002	HVAC	50,000.00	73,333.60	(23,333.60)
1465	014	HVAC Uplift Program	359,303.60	335,970.00	23,333.60
1465	016	HVAC	50,000.00	50,000.00	-
1465	011	Upgrade Elevator			-
1465	010	Ranges			
1465	010	Refrigerators			
		Subtotal 1465	459,303.60	459,303.60	(0.00)
149500	003	Relocation Costs		1,785.00	(1,785.00)
	006/014	Relocation Costs	103,214.00	101,394.50	1,819.50
	004	Relocation Costs			
		Subtotal 1495	103,214.00	103,179.50	34.50
149700		Development Activities			-
		Choice Neighborhood	145,233.00	56,282.83	88,950.17
		Subtotal 1497	145,233.00	56,282.83	88,950.17
1500	061/062	Debt Service	605,105.94	605,105.94	-
Totals			4,148,150.00	4,012,752.91	135,397.09

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice 2020-05
Disbursement Date 03-25-2026
OBLIGATION DATE 03-25-2024

Category	Development	Budgeted Line Items	<u>Budget</u> 501-20	<u>Expended</u> 501-20	<u>Balance To Be</u> <u>Expended</u>
140600		Operations	1,068,400.75	1,068,400.75	-
140800	All Sites	Training	30,000.00	30,000.00	-
140800	All Sites	Computer Software			-
		Subtotal 1408	30,000.00	30,000.00	-
141000		Administration	427,360.00	427,360.00	-
143000/01		A & E	205,000.00	205,000.00	-
1460	010	Exterior Doors - do not spend			-
1460	006	Ceiling Repair	142,549.19	46,496.68	96,052.51
1460	014	Ceiling Repair			-
1460	014	Shower Surrounds			-
1460	016	Water Intrusion Repair			-
1460	011	Water Heaters	32,005.29	32,005.29	-
1460	014	Water Heaters	82,500.00	82,500.00	-
1460	014	Kitchen Counters and Sinks	368,703.99	368,703.99	-
1460	014	Install Toilets	46,000.00	46,000.00	-
1460	014	Shower Valves	27,500.00	27,500.00	-
1460	014	Interior Doors	260,325.00	260,325.00	-
1460	014	Security Storm Doors	32,000.00	32,000.00	-
1460	014	Kitchen Cabinets			-
1460	019	Roofs	216,755.00	216,755.00	-
1460	002	Roof Repairs			-
1460	006	Roof Repairs	1,601.71		1,601.71
1460	014	Roof Repairs			-
1460	052	Roof Repairs			-
1460	008	Radon Mitigation - Fans			-
1460	006	Radon Mitigation - Fans			-
1460	010	Radon Mitigation - Fans			-
1460	011	Radon Mitigation - Fans			-
1460	014	Radon Mitigation - Fans			-
1460	016	Radon Mitigation - Fans			-
1460	002	Radon Mitigation - Fans			-
1460	051	Radon Mitigation - Fans			-
1460	052	Radon Mitigation - Fans			-
1460	019	Radon Mitigation - Fans			-
1460	051	Windows - Exterior			-
1460	051	Shower Surrounds			-
1460	051	Water Intrusion Repair			-
1460	051	Install Toilets			-
1460	051	Storm Doors - Exterior			-
		Subtotal 1460	1,209,940.18	1,112,285.96	97,654.22

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice 2020-05
Disbursement Date 03-25-2026
OBLIGATION DATE 03-25-2024

Category	Development	Budgeted Line Items	<u>Budget</u> <u>501-20</u>	<u>Expended</u> <u>501-20</u>	<u>Balance To Be</u> <u>Expended</u>
1465	002	HVAC			-
1465	014	HVAC Uplift Program			-
1465	016	HVAC			-
1465	011	Upgrade Elevator			-
1465	010	Ranges			-
1465	010	Refrigerators			-
		Subtotal 1465	-	-	-
149500	003	Relocation Costs			-
	006/014	Relocation Costs	172,000.00	91,395.00	80,605.00
	004	Relocation Costs	86,837.13	94,061.13	(7,224.00)
		Subtotal 1495	258,837.13	185,456.13	73,381.00
149700		Development Activities	500,000.00	500,000.00	-
		Choice Neighborhood			-
		Subtotal 1497	500,000.00	500,000.00	-
1500	061/062	Debt Service	605,105.94	605,105.94	-
Totals			4,304,644.00	4,133,608.78	171,035.22

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice

Disbursement Date 02-22-2025

OBLIGATION DATE 02-22-2023

Category	Development	Budgeted Line Items	<u>Budget</u> 501-21	<u>Expended</u> 501-21	<u>Balance To Be</u> Expended
140600		Operations	1,086,965.00	1,086,965.00	-
140800	All Sites	Training	30,000.00	29,560.26	439.74
140800	All Sites	Computer Software	20,494.00	6,829.50	13,664.50
		Subtotal 1408	50,494.00	36,389.76	14,104.24
141000		Administration	434,786.00	434,786.00	-
143000/01		A & E	64,181.00	64,181.00	-
1460	010	Exterior Doors - do not spend	10,819.00	10,819.00	-
1460	006	Ceiling Repair			-
1460	014	Ceiling Repair			-
1460	014	Shower Surrounds			-
1460	016	Water Intrusion Repair			-
1460	011	Water Heaters			-
1460	014	Water Heaters			-
1460	014	Kitchen Counters and Sinks			-
1460	014	Install Toilets			-
1460	014	Shower Valves			-
1460	014	Interior Doors			-
1460	014	Security Storm Doors			-
1460	014	Kitchen Cabinets			-
1460	019	Roofs			-
1460	002	Roof Repairs	344,801.60		344,801.60
1460	006	Roof Repairs			-
1460	014	Roof Repairs	1,921,357.48	1,921,357.48	-
1460	052	Roof Repairs			-
1460	008	Radon Mitigation - Fans			-
1460	006	Radon Mitigation - Fans			-
1460	010	Radon Mitigation - Fans			-
1460	011	Radon Mitigation - Fans			-
1460	014	Radon Mitigation - Fans			-
1460	016	Radon Mitigation - Fans			-
1460	002	Radon Mitigation - Fans			-
1460	051	Radon Mitigation - Fans			-
1460	052	Radon Mitigation - Fans			-
1460	019	Radon Mitigation - Fans			-
1460	051	Windows - Exterior			-
1460	051	Shower Surrounds			-
1460	051	Water Intrusion Repair			-
1460	051	Install Toilets			-
1460	051	Storm Doors - Exterior			-
		Subtotal 1460	2,276,978.08	1,932,176.48	344,801.60

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice

Disbursement Date 02-22-2025

OBLIGATION DATE 02-22-2023

Category	Development	Budgeted Line Items	<u>Budget</u> 501-21	<u>Expended</u> 501-21	<u>Balance To Be</u> <u>Expended</u>
1465	002	HVAC			-
1465	014	HVAC Uplift Program			-
1465	016	HVAC			-
1465	011	Upgrade Elevator			-
1465	010	Ranges			-
1465	010	Refrigerators			-
		Subtotal 1465	-	-	-
149500	003	Relocation Costs			-
	006/014	Relocation Costs		800.00	(800.00)
	004	Relocation Costs			-
		Subtotal 1495	-	800.00	(800.00)
149700		Development Activities			-
		Choice Neighborhood			-
		Subtotal 1497	-	-	-
1500	061/062	Debt Service	605,105.92	605,105.92	-
Totals			4,518,510.00	4,160,404.16	358,105.84

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice
Disbursement Date 05-11-2026
OBLIGATION DATE 05-11-2024

Category	Development	Budgeted Line Items	<u>Budget</u> 501-22	<u>Expended</u> 501-22	<u>Balance To Be</u> <u>Expended</u>
140600		Operations	1,398,449.50	1,398,449.50	-
140800	All Sites	Training	30,000.00	1,230.40	28,769.60
140800	All Sites	Computer Software	19,091.00		19,091.00
		Subtotal 1408	49,091.00	1,230.40	47,860.60
141000		Administration	537,004.00	537,004.00	-
143000/01		A & E	75,000.00	75,000.00	-
1460	010	Exterior Doors - do not spend			-
1460	006	Ceiling Repair			-
1460	014	Ceiling Repair			-
1460	014	Shower Surrounds			-
1460	016	Water Intrusion Repair			-
1460	011	Water Heaters			-
1460	014	Water Heaters			-
1460	014	Kitchen Counters and Sinks			-
1460	014	Install Toilets			-
1460	014	Shower Valves			-
1460	014	Interior Doors			-
1460	014	Security Storm Doors			-
1460	014	Kitchen Cabinets	1,293,315.56	867,367.14	425,948.42
1460	019	Roofs			-
1460	002	Roof Repairs			-
1460	006	Roof Repairs	447,503.00		447,503.00
1460	014	Roof Repairs			-
1460	052	Roof Repairs	761,417.00	761,417.00	-
1460	008	Radon Mitigation - Fans			-
1460	006	Radon Mitigation - Fans			-
1460	010	Radon Mitigation - Fans			-
1460	011	Radon Mitigation - Fans			-
1460	014	Radon Mitigation - Fans			-
1460	016	Radon Mitigation - Fans			-
1460	002	Radon Mitigation - Fans			-
1460	051	Radon Mitigation - Fans			-
1460	052	Radon Mitigation - Fans			-
1460	019	Radon Mitigation - Fans			-
1460	051	Windows - Exterior			-
1460	051	Shower Surrounds			-
1460	051	Water Intrusion Repair			-
1460	051	Install Toilets			-
1460	051	Storm Doors - Exterior			-
		Subtotal 1460	2,502,235.56	1,628,784.14	873,451.42

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice
Disbursement Date 05-11-2026
OBLIGATION DATE 05-11-2024

Category	Development	Budgeted Line Items	<u>Budget</u> 501-22	<u>Expended</u> 501-22	<u>Balance To Be</u> <u>Expended</u>
1465	002	HVAC			
1465	014	HVAC Uplift Program	346,003.00	243,200.00	102,803.00
1465	016	HVAC			-
1465	011	Upgrade Elevator			-
1465	010	Ranges			
1465	010	Refrigerators			
		Subtotal 1465	346,003.00	243,200.00	102,803.00
149500	003	Relocation Costs			-
	006/014	Relocation Costs			-
	004	Relocation Costs			-
		Subtotal 1495	-	-	-
149700		Development Activities	100,000.00		100,000.00
		Choice Neighborhood			-
		Subtotal 1497	100,000.00	-	100,000.00
1500	061/062	Debt Service	605,105.94	605,105.94	-
Totals			5,612,889.00	4,488,773.98	1,124,115.02

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice
Disbursement Date 05-11-2026
OBLIGATION DATE 02-16-2025

Category	Development	Budgeted Line Items	<u>Budget</u> 501-23	<u>Expended</u> 501-23	<u>Balance To Be</u> <u>Expended</u>
140600		Operations	1,433,882.00	377,604.72	1,056,277.28
140800	All Sites	Training	30,000.00		30,000.00
140800	All Sites	Computer Software	18,056.00		18,056.00
		Subtotal 1408	48,056.00	-	48,056.00
141000		Administration	573,552.80	430,164.63	143,388.17
143000/01		A & E	75,000.00	7,142.88	67,857.12
1460	010	Exterior Doors - do not spend			-
1460	006	Ceiling Repair			-
1460	014	Ceiling Repair			-
1460	014	Shower Surrounds			-
1460	016	Water Intrusion Repair			-
1460	011	Water Heaters			-
1460	014	Water Heaters			-
1460	014	Kitchen Counters and Sinks			-
1460	014	Install Toilets			-
1460	014	Shower Valves			-
1460	014	Interior Doors			-
1460	014	Security Storm Doors			-
1460	014	Kitchen Cabinets			-
1460	019	Roofs	153,000.00		153,000.00
1460	002	Roof Repairs			-
1460	006	Roof Repairs			-
1460	014	Roof Repairs			-
1460	052	Roof Repairs			-
1460	008	Radon Mitigation - Fans	30,000.00		30,000.00
1460	006	Radon Mitigation - Fans	580,000.06		580,000.06
1460	010	Radon Mitigation - Fans	95,000.00		95,000.00
1460	011	Radon Mitigation - Fans	25,000.00		25,000.00
1460	014	Radon Mitigation - Fans	80,000.00		80,000.00
1460	016	Radon Mitigation - Fans	120,000.00		120,000.00
1460	002	Radon Mitigation - Fans	80,000.00		80,000.00
1460	051	Radon Mitigation - Fans	90,000.00	291,309.64	(201,309.64)
1460	052	Radon Mitigation - Fans	200,000.00		200,000.00
1460	019	Radon Mitigation - Fans	220,000.00		220,000.00
1460	051	Windows - Exterior	308,065.00		308,065.00
1460	051	Shower Surrounds	170,000.00		170,000.00
1460	051	Water Intrusion Repair	15,100.00		15,100.00
1460	051	Install Toilets	25,000.00		25,000.00
1460	051	Storm Doors - Exterior	50,400.00		50,400.00
		Subtotal 1460	2,241,565.06	291,309.64	1,950,255.42

Huntsville Housing Authority
 Capital Fund Grant Analysis
 5/1/2024

Prepared By: Finance Staff
 6/26/2024 8:13 AM

PIH Notice
Disbursement Date 05-11-2026
OBLIGATION DATE 02-16-2025

Category	Development	Budgeted Line Items	<u>Budget</u> 501-23	<u>Expended</u> 501-23	<u>Balance To Be</u> <u>Expended</u>
1465	002	HVAC			-
1465	014	HVAC Uplift Program			-
1465	016	HVAC	230,000.00		230,000.00
1465	011	Upgrade Elevator	450,000.00		450,000.00
1465	010	Ranges	40,000.00	33,664.02	6,335.98
1465	010	Refrigerators	40,000.00	34,686.60	5,313.40
		Subtotal 1465	760,000.00	68,350.62	691,649.38
149500	003	Relocation Costs			
	006/014	Relocation Costs			-
	004	Relocation Costs			-
		Subtotal 1495	-	-	-
149700		Development Activities	16,422.20		16,422.20
		Choice Neighborhood			-
		Subtotal 1497	16,422.20	-	16,422.20
1500	061/062	Debt Service	605,105.94		605,105.94
Totals			5,753,584.00	1,174,572.49	4,579,011.51

Huntsville Housing Authority
Radon Healthy Home and CFP Radon and Lead Base Paint
5/1/2024 G/L Run Date 06/27/2024

Includes total for ALLT, CFPH22 and CFPL22

Category	Site Location	Budgeted Line Items	Total Budget	Total Expended	Balance to be Expended
1480	002	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	006	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	008	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	010	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	011	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	014	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	016	Radon Testing and Mitigation	-	-	-
1480	019	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	051	Radon Testing and Mitigation	558,000.00	-	558,000.00
1480	052	Radon Testing and Mitigation	26,250.00	-	26,250.00
1480	002	Lead Abatement of Units	60,131.44	-	60,131.44
1480	006	Lead Abatement of Units	220,317.64	-	220,317.64
1480	008	Lead Abatement of Units	38,444.68	-	38,444.68
1480	010	Lead Abatement of Units	-	-	-
1480	011	Lead Abatement of Units	-	-	-
1480	014	Lead Abatement of Units	-	-	-
1480	016	Lead Abatement of Units	-	-	-
1480	019	Lead Abatement of Units	-	-	-
1480	051	Lead Abatement of Units	35,487.40	-	35,487.40
1480	052	Lead Abatement of Units	95,618.84	-	95,618.84
Totals			1,218,000.00	-	1,218,000.00

**HUNTSVILLE HOUSING AUTHORITY
Board of Commissioners' Meeting
Agenda Item
Control Document**

Date: July 2, 2024

HHA Staff Representative: Terica Pope, Director of Public Housing Operations

Department: Housing Operations

Board of Commissioners' Meeting (Date): July 15, 2024, at 12:00 p.m.

Board Agenda Item(s):

1. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve a Change Order to the Contract with Building Systems Technology for Additional Work and Materials Needed to repair the Fire Alarm System at Todd Towers.
2. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for New Roofing for a Building in Stone Manor.
3. Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into an Agreement with CCR Architecture & Interiors for Architectural and Engineering Services.

Date/Time of Board of Commissioners' Subcommittee Meeting:

Antonio McGinnis, Sr. 7/2/2024

Approved by: _____ / _____
Antonio McGinnis, Sr. Date
Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Chairman Leon D. Fountain Date: 07/15/2024

HHA Board Committee Member: Vice-Chairperson Shaquilla Willie Date: 07/15/2024

Terica Pope 7/2/2024

HHA Staff Member: _____ Date: _____

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve A Change Order to the Contract with Building Systems Technology Inc. for the Fire Alarm System at Todd Towers

JULY 15, 2024

INTRODUCTION

In January 2024, the Board of Commissioners approved a contract with Building Systems Technology Inc., for repairs needed for the fire alarm system at Todd Towers. The purpose of the work was to make the needed repairs to the fire alarm system ensuring the safety and well being of the staff and residents.

Since then, Building Systems Technology has inspected the system and been in contact with the fire marshal. In doing so, it has been found that more extensive work will need to be done to bring the system to an operable state and up to code. This change order is to approve the materials and labor to complete the task.

PURPOSE/OBJECTIVE

Authorize a change order for the Todd Towers Alarm System contract with Building Systems Technology, Inc.

ECONOMIC IMPACT

A minimum of \$75,500 with additional unknown cost being projected for comparable electrical services.

ATTACHMENTS

Original Approved Resolution with supporting documents
Change Order Request with supporting documents

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends approving this Change Order to the contract with Building Systems Technology, Inc. for the alarm system at Todd Towers.

Antonio McGinnis, Sr.

Terica Pope

Antonio McGinnis, Sr.
Executive Director/CEO

Terica Pope
Director of Housing Operations

7/15/2024

7/15/2024

Date

Date

Huntsville Housing Authority

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract with Building Systems Technology, Inc., for the replacement of the Fire Alarm System at Todd Towers

RESOLUTION NO. 2024-04

WHEREAS, Huntsville Housing Authority reached out to several fire protection contractors soliciting the repair services needed for the fire alarm system at Todd Towers; and,

WHEREAS, no other responding contractors were available nor able to provide the type of repairs required;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby authorize the Executive Director/CEO/Contracting Officer to enter into contract with **Building Systems Technology Inc.**, for the replacement of the fire alarm system at Todd Towers.

ADOPTED THIS 22nd DAY OF JANUARY, 2024.


Leon D. Fountain, Chairman

SEAL

Attest:


Antonio McGinnis, Secretary

Purchase Order

Huntsville Housing Authority
 200 Washington Street
 Huntsville, AL 35804-0486

Purchase Order No.	1000013837
Vendor No.	BUILDINGSY

Telephone: (256) 539-0774

Order From

BUILDING SYSTEMS TECHNOLOGY INC
 1310 CENTERPOINT BLVD
 KNOXVILLE, TN 37932

Ship To


Huntsville Housing Authority
 TODD TOWERS 204 GREENE STREET
 Huntsville, AL 35801

Contact: JOSHUA SHARBER
Telephone: (256)880-6611

Contact: KATRINA JEFFERSON
Telephone: (256)755-6305

Order Date	Customer No.	Ordered By	Confirmed To	Remark
1/30/2024				
Ship Via	F.O.B.	Freight	Payment Method	
			Net 30	
Order Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	N	PARTS FIRE ALARM EQUIPMENT Warehouse : MAIN Req Date: 01/30/24 {Account: 011-442000-000-011}	34,892.2000	34,892.20
1	N	LABOR LABOR Warehouse : MAIN Req Date: 01/30/24 {Account: 011-442000-000-011}	16,757.8000	16,757.80
Huntsville Housing Authority FIN#63-6000392 is exempt from ALL State Taxes and Federal Excise Taxes as described in the Alabama-Department of Revenue-Sales and Use Tax Rules, Code of Alabama 1975, Title 40, Section 23, Sub-Section 4(A), Paragraph 11. The acceptance of this purchase Order by the Supplier constitutes a GUARANTEE the prices for materials or services DOES NOT INCLUDE TAXES.				
ORDER ACCEPTANCE: The first to occur of any of the following events will be conclusive of the Seller's acceptance of this PO and the terms and conditions herein set forth: (1) Written acknowledgement of acceptance of this Order; and (2) Commencement of work or services toward performance of this Order by the Seller.				
REQUESTOR: KATRINA JEFFERSON // REQ NO: 012924190947 // REPLACE FIRE ALARM SYSTEM AT TODD TOWERS. CONTRACTOR IS TO PERFORM SERVICES IN ACCORDANCE TO ATTACHED DESCRIPTIONS. //				

Print Date	01/30/24
Print Time	01:50:25 PM
Page No.	1

Approved By: 
 1/31/24

Subtotal	51,650.00
Freight	0.00
Order Total	51,650.00

Printed By: LaTonya Brewton



1703 Central Parkway SW, Decatur AL 35601
Phone: (256)610-4188 Fax: (423)378-5504

Attn: Katrina Jefferson

Company: Huntsville Housing Authority

From: Josh Sharber

Pages: 2

Date: 1/4/2024

Email: jsharber@bst-solutions.com

Subject: Todd Towers - Fire Alarm - Install

Job Site Address: Huntsville, Alabama

BST is to supply and install an EST Fire Alarm System for the The Todd Towers Project in place of the FCI Fire Alarm System. BST will be responsible for providing the fire alarm devices, parts, materials, fire alarm shop drawings, installation labor, programming, and end-user training. BST will provide as-built fire alarm shop drawings. This quote is based off of the assumption that ALL of the existing fire alarm wiring is good and can be reused. If it is found that any of the existing wire is not good and has to be replaced a change order quote will be issued for the cost of the materials and labor. This quote is the direct fire alarm addressable device for device replacement of the existing FCI Fire Alarm System.

Fire Alarm Equipment = \$34,892.20
Labor = \$16,757.80

Total: \$ 51,650.00
(In YOUR Installed conduit, sleeves, boxes, & firestopping)

Optional yearly monitoring fees:
Fire Alarm \$360, Security \$240

Prices are based on building plans and information that are sent to BST or gathered by BST. Prices are based doing all projects as a whole and together if projects are done separately prices will need to be reconfigured. If there are any changes to the project or working conditions after the date above, prices will be subjected to a change. Duct detector and sampling tube installation is to be provided by the mechanical contractor. A shut-down wire must be provided by the mechanical contractor for each duct detector. If the duct detectors are mounted outside of the HVAC unit, a WATERPROOF rated enclosure must be provided and installed by the contractor for proper protection and operation. Any fire alarm devices that are installed before final cleanup will fall under N.F.P.A 72 17.7.1.11 Devices that are damaged due to construction debris are not covered under warranty and replacement is billable to the Electrical contractor at the current service rates. Electrical contractor must provide and install one four-square box within 3' of duct detector for control relay and shut down wire. Electrical contractor is responsible for all boxes to be cut in ceiling tiles and or hard ceiling and installed. All caulking, conduit, boxes, flex, sleeves, and other rough-ins to be provided and installed by the electrical contractor. Electrical contractor is responsible for providing 120 volt connection to all alarm panels and remote power supply's. BST is not responsible for providing or installing sprinkler bell that is only on the sprinkler prints. Provide five days advanced notice of any inspections regarding our system. There is one fire inspection included for the above fire alarm system each additional inspections that is required and is of no fault of B.S.T.'s will be billed at regular service rates. B.S.T will not be held responsible for any devices the inspector may add to the project. Quote is configured for work to be performed during normal business hours 8AM-5PM Monday - Friday unless Hours were negotiated before quote, any after Hours will need to be requoted. This Quote is figured for BST to receive Auto CAD on this project on a disc or by e-mail to BST in order to receive drawings before fire alarm installation can begin. If AutoCAD are not available there will be an extra charge for converting to AutoCAD so BST can have a usable file to us for the fire alarm drawings. BST is not responsible for any fee's that may incur for BST to obtain cad files or any additional electrical permits for alarm system. This quote does not include any fire watch costs or any responsibility, while fire systems are down and out of service during renovations. Terms: COD, NET 30 days with approved credit, or previously approved terms. B.S.T uses progressive billing during the complete initialization of this project or projects. Certification of the system or systems will be turned over after the final payment or payments of project have been made.



Terms and Conditions

1 All work will be performed substantially in accordance with the written procedures of the manufacturer of the Equipment and the requirements of the National Fire Protection Association as in effect on the date of the Agreement. Building Systems Technology, Inc. A Division of Eagle Fire Inc. ("BST") will perform all work and provide all Equipment and materials enumerated in the Agreement in accordance with the terms of the Agreement. BST shall not be liable for delays in performance due to causes beyond its reasonable control, including, but not limited to, governmental action or inaction,

strikes, labor problems, Acts of God, fire or flood, and BST's time for performance shall be extended accordingly. Customer agrees that BST is not liable for delays in performance due to priorities of performance to other customers, based on time or need or in BST's sole discretion.

2 Customer grants a purchase money security interest in the Equipment sold hereunder to BST to secure the payment of the obligations of the Customer as set forth herein and any other sums due and owing from the Customer to BST. Customer agrees to execute any and all financing statements which BST may, from time to time, wish to file with the appropriate authorities. The Equipment which is subject to this security interest shall be kept at all times at the Customer's place of business as set forth herein and its removal to any other location shall be permitted only with the consent of BST in writing in advance of such removal. Until the Equipment is paid for in full, Customer shall maintain adequate fire and extended risk insurance coverage on the Equipment which insurance coverage shall contain a standard loss payee clause in favor of BST. Noncompliance with or non-performance of any of the Customer's obligations hereunder shall constitute a default under this provision. Customer shall likewise be in default if bankruptcy or insolvency proceedings are instituted by or against Customer. Upon Customer's default, BST may exercise its rights of enforcement under the Uniform Commercial Code in force in the state in which the Equipment is located and in addition to those rights, at BST's discretion, enter upon the Customer's premises to take possession of the Equipment which is subject to this security interest or waive any default or remedy any default in any reasonable manner without waiving the default remedies and without waiving any other prior or subsequent default. Customer shall have all the rights and remedies before or after default provided in the Uniform Commercial Code in force in the state in which the Equipment subject to this security interest is located. Upon completion performance of Customer's obligations hereunder, the Seller upon written request from Customer, agrees to file termination statements of security interest with the appropriate authorities.

3 Customer agrees to maintain in safe condition the access to and the area in which the Equipment is to be installed.

4 BST shall not be liable for damages attributable in whole or in part to any Equipment unless caused solely by BST's negligence. Customer agrees to protect, defend, indemnify and hold BST

5 Any order placed shall constitute an acceptance of all terms and conditions contained in the Agreement and the Terms and Conditions, except terms and conditions to which Customer shall except by specific written objection to which BST has agreed in writing. Any request for services issued by Customer shall confirm the Agreement and the Terms and Conditions and not add to, delete from or change them.

6 The parties hereto each covenant and agree that if either party hereto acquires any right or rights to bring any action, suit or proceeding against the other party relating in any way to the

Agreement or the Terms and Conditions, the party acquiring such right or right shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.

7 Exclusion of warranty. With respect to all goods and services to be provided pursuant to the Agreement, BST disclaims all warranties, express or implied, including without limitation, any implied warranty of merchantability, warranty of fitness for a particular purpose or implied warranty of workmanlike services. All Equipment is sold exclusively under such warranty as the manufacturer thereof may make available to Customer.

8 WITH RESPECT TO ALL GOODS AND SERVICES TO BE PROVIDED PURSUANT TO THE AGREEMENT, BST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF WORKMANLIKE SERVICES. ALL EQUIPMENT IS SOLD EXCLUSIVELY UNDER SUCH WARRANTY AS THE MANUFACTURER THEREOF MAY MAKE AVAILABLE TO CUSTOMER.

9 LIMITATION ON LIABILITY. IN NO EVENT SHALL BST BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY OR EXEMPLARY DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF THE USE OF PROPERTY; BUSINESS LOSSES OR LOSS OF PROFITS AND OTHER ECONOMIC LOSSES. BST SHALL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION, WHATEVER THE CAUSE. THE PARTIES AGREE THAT THE CUSTOMER'S REMEDIES PROVIDED FOR IN THIS SECTION ARE EXCLUSIVE.

10 There are no rights, warranties or conditions, express or implied, statutory or otherwise, other than those contained herein or in the Agreement. The Agreement and the Terms and Conditions contain the entire agreement between Customer and BST and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Each paragraph and provision of the Agreement and the Terms and Conditions is severable from the remainder thereof, and if any such provision shall be held invalid the remainder of the Agreement shall remain in full force and effect. The Agreement shall be

BST reserves the right to expire this quote after 30 days
THANK YOU FOR ALLOWING BST TO BE PART OF THIS PROJECT

Approver Name Printed _____ Date _____

Approver Signature _____

Title _____ PO# if required _____

harmless from all claims, demands, liabilities, and costs including attorneys' fees, arising in whole or part from any Equipment, unless caused solely by BST's negligence.

governed by the laws of the Commonwealth of Virginia without regard to its choice of law principles.

EFI SERV (REV 7/99)

2012 © Copyright Eagle Fire Inc. All rights reserved. Confidential

Initial

Purchase Order (PO) Terms & Conditions (T&C)

Herein: "HHA" is the Huntsville Housing Authority; and "Seller" is the recipient of this PO.

- 1.0 **Applicable Laws.** It is the responsibility of the Seller to ensure that all items/services provided in response to this PO are provided in compliance with the HHA's stated needs and all applicable Federal, State and local laws, statutes and codes.
- 2.0 **Applicable Documents.** All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of these T&C and by executing and returning the accompanying cover page, the Seller thereby agrees to abide by all such terms and requirements and those listed on this T&C that the HHA chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller must inform the HHA in writing if he/she wishes to receive a copy of any of these documents): (a) All documents issued as a part of the applicable competitive solicitation process noted on the PO; (b) form HUD-5369; form HUD 5369-A; form HUD-5369-B; form HUD-5369-C; form HUD 5370-C, Sections I and II; form HUD-5370; form HUD-5370-EZ; Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 2 CFR §200.317 - §200.326.
- 3.0 **Time and Order of Performance.** Performance of this agreement shall commence within 14 days of issuance, unless an extension of time is authorized by HHA in writing. Failure to begin as scheduled will void this PO.
- 4.0 **Conflicting Terms.** These T&C may only be modified by the HHA in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2.0), the HHA shall decide which T&C shall comply. Any T&C listed within any of the HUD forms listed within 1.0 herein shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar terms and conditions listed on a supplier or contractor receiving document or invoice.
- 5.0 **Cancellation.** The HHA reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller.
- 6.0 **F.O.B.** Unless specifically approved by the HHA in writing (i.e. typically, as entered on the PO), no additional freight costs are approved by the HHA and may not be added to any invoice that ensures thereto.
- 7.0 **Hazardous Materials.** If the Seller is furnishing items that contain hazardous materials, he/she must, compliant with applicable law, label each container listing the identity of such material. Each such container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the HHA, furnish the necessary MSDS for each chemical, substance, or product listed on this order.
- 8.0 **OSHA.** The Seller certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.
- 9.0 **Invoices.** An original or "Certified to be a True Copy" invoice is required for payment and must reference the HHA PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the HHA staff that received the items/services. The HHA shall pay all such invoices on a Net 30 basis.
- 10.0 **Prompt Payment Discounts.** The Seller's prompt payment discount is to be calculated from the date of receipt of the correct invoice by the HHA. Unless otherwise agreed to by the HHA in writing, all payments shall be made by the HHA on a N/30 basis, 30 days as calculated from the date of receipt by the HHA of a fully and properly completed invoice after the listed items/services have been received in full.
- 11.0 **Quantity/Price.** Changes in quantity and price listed on this PO will not be accepted by the HHA without the prior written approval of the HHA officer that issued the PO.
- 12.0 **Taxes.** HHA is exempt from and shall not pay any State sales tax, unless otherwise required by law; a certificate showing such will be provided to the Seller upon receipt of a written request for such.
- 13.0 **Liens Prohibited.** By acceptance of this PO the Seller thereby agrees that he/she, as required by HUD regulation, is prohibited from filing any lien against the HHA pertaining to the items/services detailed on the PO.

Huntsville Housing Authority

Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract with Building Systems Technology, Inc., for the replacement of the Fire Alarm System at Todd Towers


RESOLUTION NO. 2024-04

WHEREAS, Huntsville Housing Authority reached out to several fire protection contractors soliciting the repair services needed for the fire alarm system at Todd Towers; and,

WHEREAS, no other responding contractors were available nor able to provide the type of repairs required;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Huntsville Housing Authority hereby authorize the Executive Director/CEO/Contracting Officer to enter into contract with **Building Systems Technology Inc.**, for the replacement of the fire alarm system at Todd Towers.

ADOPTED THIS 22nd DAY OF JANUARY, 2024.


Leon D. Fountain, Chairman

SEAL

Attest:


Antonio McGinnis, Secretary

Purchase Order (PO) Acknowledgement and Acceptance

COMPANY: BUILDING SYSTEMS TECHNOLOGY (Crystal Isbell)
TELEPHONE: 256-880-6611 **FAX:** 256-880-6631
EMAIL: cisbell@bst-solutions.com jsharber@bst-solutions.com

NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 7

DATE: January 30, 2024

Attached you will find the following documents:

- Purchase Order Acknowledgement and Acceptance
- PO No. 1000013837
- PO Terms & Conditions
- **INVOICE/QUOTE: SEE ATTACHED**
-

ORDER ACCEPTANCE: The first to occur of any of the following events will be conclusive of the Seller’s acceptance of this PO and the terms and conditions herein set forth:

- Written acknowledgement of acceptance of this Order; and
- Commencement of work or services toward performance of this Order by the Seller.

No modification of the terms of this PO shall be valid unless accepted in writing by the Huntsville Housing Authority (HHA), and HHA shall not be bound by any printed matter on the Seller’s acknowledgement forms or invoices which is at variance with the terms and conditions herein.

ENTIRE AGREEMENT: This PO, including all terms and conditions herein, together with any modifications, constitutes the entire agreement between the Seller and HHA. This PO supersedes any and all prior discussions, correspondence, understandings and/or agreement between the Seller and the HHA pertaining to the subject matter of this PO. In the event of a conflict in any terms of this PO, the following precedence will apply:

- Terms typed on the face of this Order;
- Terms appearing in attachments of this PO;
- Terms pre-printed on this Order; and
- Terms appearing in applicable specifications

ACCEPTED BY: _____ **DATE:** _____

Requisition for Materials & Supplies

Requisition # **012924190947**

PO# **10000/3,887**



Name/requestor **Katrina Jefferson**

Account #

Date requested **Jan 29, 2024** Date required **Jan 30, 2024**

Department/location **011 Todd**

General use info **Replace Fire Alarm System**

Delivery location

Todd Towers 204 Greene St. 35801

Notes see details in quote attached

Part #	Item description	Qty	UM	Cost Ven1	X Cost Ven1	Cost Ven2	X Cost Ven2	Cost Ven3	X Cost Ven3
1	parts & labor	1		\$51650.00	\$51650.00		\$0.00		\$0.00
2	<i>part</i>	<i>1</i>		<i>34892.20</i>	\$0.00		\$0.00		\$0.00
3	<i>labor</i>	<i>1</i>		<i>16757.80</i>	\$0.00		\$0.00		\$0.00
4		0			\$0.00		\$0.00		\$0.00
5		0			\$0.00		\$0.00		\$0.00
6		0			\$0.00		\$0.00		\$0.00
7		0			\$0.00		\$0.00		\$0.00
8		0			\$0.00		\$0.00		\$0.00
9		0			\$0.00		\$0.00		\$0.00
10		0			\$0.00		\$0.00		\$0.00
Grand Totals					\$51650.00		\$0.00		\$0.00

Grey areas for finance use only

Vendor #	Company	Phone #	Contact name	Address	City State zip	Vendor #
1	BST					
2						
3						

Requestor *Katrina Jefferson*
 Digitally signed by Katrina Jefferson
 Date: 2024.01.29 19:11:21 -0600

Supervisor Manager *[Signature]*
 Purchaser *[Signature]*
 CEO *[Signature]*

Save As
 Print Form
 Email Form
 Reset Form

Justification for a Non-competitive Procurement

Within Section 8.5.A of HUD Procurement Handbook 7460.8 REV 2 it states, "Procurement by noncompetitive proposals shall be conducted only if a written justification is made as to the necessity of using this method in accordance with the procedures described in PHA's procurement policy Approval to award a contract resulting from a noncompetitive proposal does not eliminate or alter any other requirements of 24 CFR 85.36 governing the contract.

(1) Description of the requirement:

Repair and replace Todd Towers fire panel

(2) History of prior purchases and their nature (competitive vs. noncompetitive):

No prior service has been required.

(3) The specific exception in 24 CFR 85.36(d)(4)(i)(A) through (D) which applies:

The specific exception to complete this work is 24 CFR 85.36 (d) (i) (b).

(4) Statement as to the unique circumstances that require award by noncompetitive proposals:


It's a health & safety emergency issue. HHA doesn't not have a reliable fire alarm system in the building.

(5) Description of the efforts made to find competitive sources (i.e., advertisement in trade journals or local publications; phone calls to local suppliers; issuance of a written solicitation; etc.):

Contacted several other fire protection contractors and either they were not available or unable to provide the type of repairs required.

(6) Statement as to efforts that will be taken in the future to promote competition for the requirement:

Continue to contact various companies if time allows are no emergencies are present at the time.

 _____ Signature	1/30/24 _____ Date	LaTonya Brewton _____ Printed Name
--	--------------------------	--



A DIVISION OF EAGLE FIRE INC.
 TN Alarm Cert. #1141
 VA Alarm Cert. #11-9519

2038 Brookside Lane Kingsport, Tennessee 37660
 Phone: (423)378-4465 Fax: (423)378-5504

Attn: Teresa Wade

Company: Huntsville Housing Authority (Todd Towers)

From: Dustin Terry

Pages: 2

Proposal: P17147

Date: 6/18/2024

Email: dterry@bst-solutions.com

Subject: Change order #2- Additional Notification Devices and ADA Compliance.

Job Site Address: 200 Washington Street Huntsville AL 35804

**Labor & Material To Furnish & Install That Includes Programming, Training, & Certification
 SCOPE OF WORK**

*INSTALL FIRE MARSHAL REQUIRED DEVICES AND LABOR. INCLUDES:

- ADDITIONAL NOTIFICATION DEVICES IN EACH UNIT.
- ADA ADDITIONAL NOTIFICATION TO 10% OF THE UNITS.
- ADDITIONAL WIRING REQUIRED FOR NOTIFICATION DEVICES
- ADDITIONAL POWER SUPPLIES AND BATTERIES FOR REQUIRED NOTIFICATION DEVICES
- LABOR TO INSTALL NEW WIRING FOR REQUIRED DEVICES

This quote does not include required conduit, boxes, or raceways needed for installation and must be completed by huntsville housing authority before work can be done. BST will provide drawings to huntsville housing authority after fire marshal approval for device locations.
3/4" Conduit is required to each device location.

Pricing below is in addition to original quote and change order #1.

Total: \$ 75,500.00
 (In YOUR Installed conduit, sleeves, boxes, & firestopping.)

Optional yearly monitoring fees:
 Fire Alarm \$360, Security \$240

Prices are based on building plans and information that are sent to BST or gathered by BST. Prices are based doing all projects as a whole and together if projects are done separately prices will need to be reconfigured. If there are any changes to the project or working conditions after the date above, prices will be subjected to a change. Duct detector and sampling tube installation is to be provided by the mechanical contractor. A shut-down wire must be provided by the mechanical contractor for each duct detector. If the duct detectors are mounted outside of the HVAC unit, a WATERPROOF rated enclosure must be provided and installed by the contractor for proper protection and operation. Any fire alarm devices that are installed before final cleanup will fall under N.F.P.A 72 17.7.1.11 Devices that are damaged due to construction debris are not covered under warranty and replacement is billable to the Electrical contractor at the current service rates. Electrical contractor must provide and install one four-square box within 3' of duct detector for control relay and shut down wire. Electrical contractor is responsible for all boxes to be cut in ceiling tiles and or hard ceiling and installed. All caulking, conduit, boxes, flex, sleeves, and other rough-ins to be provided and installed by the electrical contractor. Electrical contractor is responsible for providing 120 volt connection to all alarm panels and remote power supply's. BST is not responsible for providing or installing sprinkler bell that is only on the sprinkler prints. Provide five days advanced notice of any inspections regarding our system. There is one fire inspection included for the above fire alarm system each additional inspections that is required and is of no fault of B.S.T's will be billed at regular service rates. B.S.T will not be held responsible for any devices the inspector may add to the project. Quote is configured for work to be performed during normal business hours 8AM-5PM Monday - Friday unless Hours were negotiated before quote, any after Hours will need to be requoted. This Quote is figured for BST to receive Auto CAD on this project on a disc or by e-mail to BST in order to receive drawings before fire alarm installation can begin. If AutoCAD are not available there will be an extra charge for converting to AutoCAD so BST can have a usable file to us for the fire alarm drawings. BST is not responsible for any fee's that may incur for BST to obtain cad files or any additional electrical permits for alarm system. This quote does not include any fire watch costs or any responsibility, while fire systems are down and out of service during renovations. Terms: COD, NET 30 days with approved credit, or previously approved terms. B.S.T uses progressive billing during the complete initialization of this project or projects. Certification of the system or systems will be turned over after the final payment or payments of project have been made.

BST reserves the right to expire this quote after 30 days
 THANK YOU FOR ALLOWING BST TO BE PART OF THIS PROJECT

Approver Name Printed _____

Date _____

Approver Signature _____

**** ALSO INCLUDES ****

Title _____

DOCUMENT CABINET PER - (NFPA 72)
 PO# if required SURGE CABINET PER - (NFPA 72)
 SURGE MODULES PER - (NFPA 72)



Terms and Conditions

- 1 All work will be performed substantially in accordance with the written procedures of the manufacturer of the Equipment and the requirements of the National Fire Protection Association as in effect on the date of the Agreement. Building Systems Technology, Inc. A Division of Eagle Fire Inc. ("BST") will perform all work and provide all Equipment and materials enumerated in the Agreement in accordance with the terms of the Agreement. BST shall not be liable for delays in performance due to causes beyond its reasonable control, including, but not limited to, governmental action or inaction, strikes, labor problems, Acts of God, fire or flood, and BST's time for performance shall be extended accordingly. Customer agrees that BST is not liable for delays in performance due to priorities of performance to other customers, based on time or need or in BST's sole discretion.
- 2 Customer grants a purchase money security interest in the Equipment sold hereunder to BST to secure the payment of the obligations of the Customer as set forth herein and any other sums due and owing from the Customer to BST. Customer agrees to execute any and all financing statements which BST may, from time to time, wish to file with the appropriate authorities. The Equipment which is subject to this security interest shall be kept at all times at the Customer's place of business as set forth herein and its removal to any other location shall be permitted only with the consent of BST in writing in advance of such removal. Until the Equipment is paid for in full, Customer shall maintain adequate fire and extended risk insurance coverage on the Equipment which insurance coverage shall contain a standard loss payee clause in favor of BST. Noncompliance with or non-performance of any of the Customer's obligations hereunder shall constitute a default under this provision. Customer shall likewise be in default if bankruptcy or insolvency proceedings are instituted by or against Customer. Upon Customer's default, BST may exercise its rights of enforcement under the Uniform Commercial Code in force in the state in which the Equipment is located and in addition to those rights, at BST's discretion, enter upon the Customer's premises to take possession of the Equipment which is subject to this security interest or waive any default or remedy any default in any reasonable manner without waiving the default remedies and without waiving any other prior or subsequent default. Customer shall have all the rights and remedies before or after default provided in the Uniform Commercial Code in force in the state in which the Equipment subject to this security interest is located. Upon completion performance of Customer's obligations hereunder, the Seller upon written request from Customer, agrees to file termination statements of security interest with the appropriate authorities.
- 3 Customer agrees to maintain in safe condition the access to and the area in which the Equipment is to be installed.
- 4 BST shall not be liable for damages attributable in whole or in part to any Equipment unless caused solely by BST's negligence. Customer agrees to protect, defend, indemnify and hold BST harmless from all claims, demands, liabilities, and costs including attorneys' fees, arising in whole or part from any Equipment, unless caused solely by BST's negligence.
- 5 Any order placed shall constitute an acceptance of all terms and conditions contained in the Agreement and the Terms and Conditions, except terms and conditions to which Customer shall except by specific written objection to which BST has agreed in writing. Any request for services issued by Customer shall confirm the Agreement and the Terms and Conditions and not add to, delete from or change them.
- 6 The parties hereto each covenant and agree that if either party hereto acquires any right or rights to bring any action, suit or proceeding against the other party relating in any way to the Agreement or the Terms and Conditions, the party acquiring such right or right shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.
- 7 Exclusion of warranty. With respect to all goods and services to be provided pursuant to the Agreement, BST disclaims all warranties, express or implied, including without limitation, any implied warranty of merchantability, warranty of fitness for a particular purpose or implied warranty of workmanlike services. All Equipment is sold exclusively under such warranty as the manufacturer thereof may make available to Customer.
- 8 WITH RESPECT TO ALL GOODS AND SERVICES TO BE PROVIDED PURSUANT TO THE AGREEMENT, BST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF WORKMANLIKE SERVICES. ALL EQUIPMENT IS SOLD EXCLUSIVELY UNDER SUCH WARRANTY AS THE MANUFACTURER THEREOF MAY MAKE AVAILABLE TO CUSTOMER.
- 9 LIMITATION ON LIABILITY. IN NO EVENT SHALL BST BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY OR EXEMPLARY DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF THE USE OF PROPERTY; BUSINESS LOSSES OR LOSS OF PROFITS AND OTHER ECONOMIC LOSSES. BST SHALL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION, WHATEVER THE CAUSE. THE PARTIES AGREE THAT THE CUSTOMER'S REMEDIES PROVIDED FOR IN THIS SECTION ARE EXCLUSIVE.
- 10 There are no rights, warranties or conditions, express or implied, statutory or otherwise, other than those contained herein or in the Agreement. The Agreement and the Terms and Conditions contain the entire agreement between Customer and BST and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Each paragraph and provision of the Agreement and the Terms and Conditions is severable from the remainder thereof, and if any such provision shall be held invalid the remainder of the Agreement shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law principles.

EFI SERV (REV 7/99)

2012 © Copyright Eagle Fire Inc. All rights reserved. Confidential

Initial

RE: ACKNOWLEDGMENT/ACCEPTANCE**Dustin Terry** <dterry@bst-solutions.com>

Thu 6/27/2024 2:02 PM

To: Teresa Wade <twade@hsvha.org>; Katrina Jefferson <kjefferson@hsvha.org>

Cc: Terica Pope <tpope@hsvha.org>; Kimberly Miller <kMiller@hsvha.org>; Mike Norment <mnorment@hsvha.org>; LaTonya Brewton <lbrewton@hsvha.org>

 1 attachments (234 KB)

Change Order #2-Todd Towers Additional Devices and Labor Quote with Terms.pdf;

Good afternoon,

I know you guys have been waiting patiently to get all this worked out and I finally have clarity on the fire alarm system at Todd Towers. I have attached the change order with the fire marshal required devices explanation and what steps would be required for the installation to be completed.

In order for us to complete this project as required, new conduit will have to be installed along with electrical boxes for our devices to be installed in. The existing conduit does not have the capacity for the additional wiring required for the notification circuit. BST will provide device locations based on our design and Huntsville Housing Authority will be responsible for getting the conduit installed.

I am sure there will be some questions so please let me know how I can help.

Dustin Terry
Building Systems Technology, Inc.
A Division of Eagle Fire Inc. | System Sales
1703 Central Parkway SW | Decatur, AL 35601
P: 256-880-6611
C: 423-440-5407
www.buildingsystems.technology

This message is for the named person's use only. It may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Thank you.

From: Dustin Terry**Sent:** Wednesday, June 19, 2024 4:03 PM**To:** Teresa Wade <twade@hsvha.org>; Katrina Jefferson <kjefferson@hsvha.org>; Katrina Jefferson <kjefferson@hsvha.org>**Cc:** Terica Pope <tpope@hsvha.org>; Kimberly Miller <kMiller@hsvha.org>; Mike Norment <mnorment@hsvha.org>; LaTonya Brewton <lbrewton@hsvha.org>**Subject:** RE: ACKNOWLEDGMENT/ACCEPTANCE

Good afternoon,

I am currently still working on the proposal for the additional requirements from the fire marshal for the replacement of your system. I do have a plan of action to try and get you guys back in compliance temporarily with the fire marshal while the details are worked out.

Durning my site visit on Tuesday, I noticed that your panel still has power and was giving trouble signals. The display was scrambled but I was able to determine that you have 3-5 troubles on the panel. I believe that we can address those troubles but to do that we need to replace the display on your panel. Those parts are no longer available to purchase through a distributor so I scoured the internet and found a display of the same make and model that I believe will resolve the display issues and allow us to possibly band aid the current system so that we have some time to get the replacement taken care of without pressure from the fire marshal.

I have included the quote for replacing that display. This will allow us to be able to see the troubles on the panel properly and find parts for the current system.

I will update you guys on the additional requirements as soon as possible.

Dustin Terry
Building Systems Technology, Inc.
A Division of Eagle Fire Inc. | System Sales
1703 Central Parkway SW | Decatur, AL 35601
P: 256-880-6611
C: 423-440-5407
www.buildingsystems.technology

This message is for the named person's use only. It may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Thank you.

From: Teresa Wade <twade@hsvha.org>
Sent: Thursday, June 13, 2024 3:52 PM
To: Katrina Jefferson <kjefferson@hsvha.org>
Cc: Dustin Terry <dterry@bst-solutions.com>; Terica Pope <tpope@hsvha.org>; Kimberly Miller <kMiller@hsvha.org>; Mike Norment <mnorment@hsvha.org>; LaTonya Brewton <lbrewton@hsvha.org>
Subject: Re: ACKNOWLEDGMENT/ACCEPTANCE

Katrina,

Scott from Building System Technology called me today to state that the Fire Marshall has additional items that are being required for this installation. The additional cost of these items are forthcoming.

Budgeted Financial Investment

Contract dated -02/18/2024	\$51,650.00
Purchase Order - 05/21/2024	\$21,452.31
Total Budgeted Investment	\$73,102.31

Dustin or Scott should be in touch with HHA on Monday, June 17, 2024.

Latonya,
Please follow-up with BST by close of business Monday, June 17,2024.

Thank you,

**Teresa M. Wade**

DIRECTOR OF FINANCE/CFO

📞 256-532-5632
✉️ twade@hsvha.org
📍 P.O. Box 486
Huntsville, AL 35804



From: Dustin Terry <dterry@bst-solutions.com>
Sent: Thursday, June 13, 2024 7:30 AM
To: Teresa Wade <twade@hsvha.org>
Subject: Automatic reply: ACKNOWLEDGMENT/ACCEPTANCE

I will be out of the office 6/6-13/2024. I will have limited access to email or my phone. If you need immediate assistance please contact David Adair at david.adair@bst-solutions.com or our office at 256-880-6611.



Huntsville Housing Authority (HHA) 5000235 is exempt from All State Taxes and Federal Excise Taxes as detailed in the AL Department of Revenue Sales and Use Tax Rules, Code of Alabama 1975, Title 40, Section 23, Sub-Section (A), Paragraph 11. The Acceptance of this PO by the supplier constitutes a Guarantee the prices for materials or services DOES NOT INCLUDE TAXES.
 ORDER ACCEPTANCE: The first occur of any of the following events will be conclusive of the Seller's acceptance of this PO and the terms and conditions herein set forth: (1) Written acknowledgment of acceptance of this order, and (2) Commencement of work or services toward performance of this Order by the seller.

Huntsville Housing Authority
 256-539-0774
 HSVHA.org

Purchase Order

1000014323

Building Systems Technology Inc
 1310 Centerpoint Blvd
 Knoxville, TN 37932

Ship To:
 Todd Tower
 204 Greene St NE
 Huntsville, AL 35801

Send Invoices To:
 Todd Tower
 P.O. Box 486
 Huntsville, AL 35804

Line #	Part Number	Vendor SKU	Item Description	Unit	Unit Price	Quantity	Line Total
1		FCI-7000 SYSTEM	REPAIR TO FIRE ALARM SYSTEM/FIRE PANEL BOX NOT READING CLEARLY	Each	4100.00	1.0000	4100.00
			TOTAL		4100.00	1.0000	4100.00

Sam W. Cozart

 Signature



2038 Brookside Lane Kingsport, Tennessee 37660
Phone: (423)378-4465 Fax: (423)378-5504

Attn: Teresa Wade

Company: Huntsville Housing Authority (Todd Towers)

From: Dustin Terry

Pages: 2

Date: 6/19/2024

Email: dterry@bst-solutions.com

Subject: Todd Towers Parts and Labor for existing Gamewell FCI- 7100 system.

Job Site Address: 204 Green Street Huntsville AL 35801

**Labor & Material To Furnish & Install That Includes Programming, Training, & Certification
SCOPE OF WORK**

BST will provide a new display and programming for current gamewell FCI 7100 panel.

BST makes no guarantees that this new display will put Huntsville Housing Authority back in compliance with the fire marshal's office.

Total: \$ 4,100.00
(In YOUR Installed conduit, sleeves, boxes, & firestopping Lift provided by Electrical contractor.)

Optional yearly monitoring fees:
Fire Alarm \$360, Security \$240

Prices are based on building plans and information that are sent to BST or gathered by BST. Prices are based doing all projects as a whole and together if projects are done separately prices will need to be reconfigured. If there are any changes to the project or working conditions after the date above, prices will be subjected to a change. Duct detector and sampling tube installation is to be provided by the mechanical contractor. A shut-down wire must be provided by the mechanical contractor for each duct detector. If the duct detectors are mounted outside of the HVAC unit, a WATERPROOF rated enclosure must be provided and installed by the contractor for proper protection and operation. Any fire alarm devices that are installed before final cleanup will fall under N.F.P.A 72 17.7.1.11 Devices that are damaged due to construction debris are not covered under warranty and replacement is billable to the Electrical contractor at the current service rates. Electrical contractor must provide and install one four-square box within 3' of duct detector for control relay and shut down wire. Electrical contractor is responsible for all boxes to be cut in ceiling tiles and or hard ceiling and installed. All caulking, conduit, boxes, flex, sleeves, and other rough-ins to be provided and installed by the electrical contractor. Electrical contractor is responsible for providing 120 volt connection to all alarm panels and remote power supply's. BST is not responsible for providing or installing sprinkler bell that is only on the sprinkler prints. Provide five days advanced notice of any inspections regarding our system. There is one fire inspection included for the above fire alarm system each additional inspections that is required and is of no fault of B.S.T.'s will be billed at regular service rates. B.S.T will not be held responsible for any devices the inspector may add to the project. Quote is configured for work to be performed during normal business hours 8AM-5PM Monday - Friday unless Hours were negotiated before quote, any after Hours will need to be requested. This Quote is figured for BST to receive Auto CAD on this project on a disc or by e-mail to BST in order to receive drawings before fire alarm installation can begin. If AutoCAD are not available there will be an extra charge for converting to AutoCAD so BST can have a usable file to us for the fire alarm drawings. BST is not responsible for any fee's that may incur for BST to obtain cad files or any additional electrical permits for alarm system. This quote does not include any fire watch costs or any responsibility, while fire systems are down and out of service during renovations. Terms: COD, NET 30 days with approved credit, or previously approved terms. B.S.T uses progressive billing during the complete initialization of this project or projects. Certification of the system or systems will be turned over after the final payment or payments of project have been made.

BST reserves the right to expire this quote after 30 days
THANK YOU FOR ALLOWING BST TO BE PART OF THIS PROJECT

Approver Name Printed _____

Date _____

Approver Signature _____

Title _____

PO# if required _____



Terms and Conditions

- 1 All work will be performed substantially in accordance with the written procedures of the manufacturer of the Equipment and the requirements of the National Fire Protection Association as in effect on the date of the Agreement. Building Systems Technology, Inc. A Division of Eagle Fire Inc. ("BST") will perform all work and provide all Equipment and materials enumerated in the Agreement in accordance with the terms of the Agreement. BST shall not be liable for delays in performance due to causes beyond its reasonable control, including, but not limited to, governmental action or inaction, strikes, labor problems, Acts of God, fire or flood, and BST's time for performance shall be extended accordingly. Customer agrees that BST is not liable for delays in performance due to priorities of performance to other customers, based on time or need or in BST's sole discretion.
- 2 Customer grants a purchase money security interest in the Equipment sold hereunder to BST to secure the payment of the obligations of the Customer as set forth herein and any other sums due and owing from the Customer to BST. Customer agrees to execute any and all financing statements which BST may, from time to time, wish to file with the appropriate authorities. The Equipment which is subject to this security interest shall be kept at all times at the Customer's place of business as set forth herein and its removal to any other location shall be permitted only with the consent of BST in writing in advance of such removal. Until the Equipment is paid for in full, Customer shall maintain adequate fire and extended risk insurance coverage on the Equipment which insurance coverage shall contain a standard loss payee clause in favor of BST. Noncompliance with or non-performance of any of the Customer's obligations hereunder shall constitute a default under this provision. Customer shall likewise be in default if bankruptcy or insolvency proceedings are instituted by or against Customer. Upon Customer's default, BST may exercise its rights of enforcement under the Uniform Commercial Code in force in the state in which the Equipment is located and in addition to those rights, at BST's discretion, enter upon the Customer's premises to take possession of the Equipment which is subject to this security interest or waive any default or remedy any default in any reasonable manner without waiving the default remedies and without waiving any other prior or subsequent default. Customer shall have all the rights and remedies before or after default provided in the Uniform Commercial Code in force in the state in which the Equipment subject to this security interest is located. Upon completion performance of Customer's obligations hereunder, the Seller upon written request from Customer, agrees to file termination statements of security interest with the appropriate authorities.
- 3 Customer agrees to maintain in safe condition the access to and the area in which the Equipment is to be installed.
- 4 BST shall not be liable for damages attributable in whole or in part to any Equipment unless caused solely by BST's negligence. Customer agrees to protect, defend, indemnify and hold BST harmless from all claims, demands, liabilities, and costs including attorneys' fees, arising in whole or part from any Equipment, unless caused solely by BST's negligence.
- 5 Any order placed shall constitute an acceptance of all terms and conditions contained in the Agreement and the Terms and Conditions, except terms and conditions to which Customer shall except by specific written objection to which BST has agreed in writing. Any request for services issued by Customer shall confirm the Agreement and the Terms and Conditions and not add to, delete from or change them.
- 6 The parties hereto each covenant and agree that if either party hereto acquires any right or rights to bring any action, suit or proceeding against the other party relating in any way to the Agreement or the Terms and Conditions, the party acquiring such right or right shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.
- 7 Exclusion of warranty. With respect to all goods and services to be provided pursuant to the Agreement, BST disclaims all warranties, express or implied, including without limitation, any implied warranty of merchantability, warranty of fitness for a particular purpose or implied warranty of workmanlike services. All Equipment is sold exclusively under such warranty as the manufacturer thereof may make available to Customer.
- 8 WITH RESPECT TO ALL GOODS AND SERVICES TO BE PROVIDED PURSUANT TO THE AGREEMENT, BST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF WORKMANLIKE SERVICES. ALL EQUIPMENT IS SOLD EXCLUSIVELY UNDER SUCH WARRANTY AS THE MANUFACTURER THEREOF MAY MAKE AVAILABLE TO CUSTOMER.
- 9 LIMITATION ON LIABILITY. IN NO EVENT SHALL BST BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY OR EXEMPLARY DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF THE USE OF PROPERTY; BUSINESS LOSSES OR LOSS OF PROFITS AND OTHER ECONOMIC LOSSES. BST SHALL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION, WHATEVER THE CAUSE. THE PARTIES AGREE THAT THE CUSTOMER'S REMEDIES PROVIDED FOR IN THIS SECTION ARE EXCLUSIVE.
- 10 There are no rights, warranties or conditions, express or implied, statutory or otherwise, other than those contained herein or in the Agreement. The Agreement and the Terms and Conditions contain the entire agreement between Customer and BST and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Each paragraph and provision of the Agreement and the Terms and Conditions is severable from the remainder thereof, and if any such provision shall be held invalid the remainder of the Agreement shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law principles.

EFI SERV (REV 7/99)

2012 © Copyright Eagle Fire Inc. All rights reserved. Confidential

Initial

Purchase Order (PO) Terms & Conditions (T&C)

Herein: "HHA" is the Huntsville Housing Authority; and "Seller" is the recipient of this PO.

- 1.0 **Applicable Laws.** It is the responsibility of the Seller to ensure that all items/services provided in response to this PO are provided in compliance with the HHA's stated needs and all applicable Federal, State and local laws, statutes and codes.
- 2.0 **Applicable Documents.** All of the terms and requirements listed within each of the following documents are hereby included by reference as a part of these T&C and by executing and returning the accompanying cover page, the Seller thereby agrees to abide by all such terms and requirements and those listed on this T&C that the HHA chooses to, at any time during the effective period of this PO, or any ensuing issue, implement (the Seller must inform the HHA in writing if he/she wishes to receive a copy of any of these documents): (a) All documents issued as a part of the applicable competitive solicitation process noted on the PO; (b) form HUD-5369; form HUD-5369-A; form HUD-5369-B; form HUD-5369-C; form HUD 5370-C, Sections I and II; form HUD-5370; form HUD-5370-EZ; Table 5.1 of HUD Procurement Handbook 7460.8 REV 2; and the contract clauses contained within 2 CFR §200.317 - §200.326.
- 3.0 **Time and Order of Performance.** Performance of this agreement shall commence within 7 days of issuance, unless an extension of time is authorized by HHA in writing. Failure to begin as scheduled will void this PO.
- 4.0 **Conflicting Terms.** These T&C may only be modified by the HHA in writing. In the case of any T&C herein that may be in conflict with any other T&C listed herein (including the documents listed within the preceding 2.0), the HHA shall decide which T&C shall comply. Any T&C listed within any of the HUD forms listed within 1.0 herein shall take precedence over any T&C listed on any non-HUD document listed herein. These T&C shall automatically take precedence over any similar terms and conditions listed on a supplier or contractor receiving document or invoice.
- 5.0 **Cancellation.** The HHA reserves the right to cancel this order or any portion thereof at any time for its convenience or for default by the Seller.
- 6.0 **F.O.B.** Unless specifically approved by the HHA in writing (i.e. typically, as entered on the PO), no additional freight costs are approved by the HHA and may not be added to any invoice that ensures thereto.
- 7.0 **Hazardous Materials.** If the Seller is furnishing items that contain hazardous materials, he/she must, compliant with applicable law, label each container listing the identity of such material. Each such container must also be identified on the exterior with the appropriate hazard warning. Further, the Seller must, at the time of delivery to the HHA, furnish the necessary MSDS for each chemical, substance, or product listed on this order.
- 8.0 **OSHA.** The Seller certifies that all items/services furnished as a result of acceptance of this PO conforms to and complies with the current OSHA Act.
- 9.0 **Invoices.** An original or "Certified to be a True Copy" invoice is required for payment and must reference the HHA PO number and shall be accompanied by a copy of the receiving document showing the certifying signature of the HHA staff that received the items/services. The HHA shall pay all such invoices on a Net 30 basis.
- 10.0 **Prompt Payment Discounts.** The Seller's prompt payment discount is to be calculated from the date of receipt of the correct invoice by the HHA. Unless otherwise agreed to by the HHA in writing, all payments shall be made by the HHA on a N/30 basis, 30 days as calculated from the date of receipt by the HHA of a fully and properly completed invoice after the listed items/services have been received in full.
- 11.0 **Quantity/Price.** Changes in quantity and price listed on this PO will not be accepted by the HHA without the prior written approval of the HHA officer that issued the PO.
- 12.0 **Taxes.** HHA is exempt from and shall not pay any State sales tax, unless otherwise required by law; a certificate showing such will be provided to the Seller upon receipt of a written request for such.
- 13.0 **Liens Prohibited.** By acceptance of this PO the Seller thereby agrees that he/she, as required by HUD regulation, is prohibited from filing any lien against the HHA pertaining to the items/services detailed on the PO.

Requisition for Materials & Supplies

Name/requestor **Katrina Jefferson**

Date requested Jun 20, 2024 Date required Jun 20, 2024

General use info Repair to Fire Alarm System

Department/location 011 Todd

Delivery location Todd Towers 204 Greene St. 35801

Notes Fire Panel Box is not reading clearly






Requisition # **062024104347**
 Account #


PO# **100019203**
 Line
 Items


Part #	Item description	Qty	UM	Cost Ven1	X Cost Ven1	Cost Ven2	X Cost Ven2	Cost Ven3	X Cost Ven3
1	Repair to Fire Alarm System	1		\$4100.00	\$4100.00		\$0.00		\$0.00
2		0			\$0.00		\$0.00		\$0.00
3		0			\$0.00		\$0.00		\$0.00
4		0			\$0.00		\$0.00		\$0.00
5		0			\$0.00		\$0.00		\$0.00
6		0			\$0.00		\$0.00		\$0.00
7		0			\$0.00		\$0.00		\$0.00
8		0			\$0.00		\$0.00		\$0.00
9		0			\$0.00		\$0.00		\$0.00
10		0			\$0.00		\$0.00		\$0.00
				Grand Totals				\$4100.00	\$0.00


Company	Phone #	Contact name	Address	City State zip	Vendor #
BST					

Requestor  Digitally signed by Katrina Jefferson, DN: cn=Katrina Jefferson, o=Muleshoe Housing Authority, email=katrina.jefferson@mhousingauthority.com, c=US, date=2024.06.20 10:45:21 -0500

Requestor Manager  Purchaser  Save As

Supervisor/Manager  CEO Notes

Director  Print Form

Dir Notes  Email Form

Reset Form

Purchase Order (PO) Acknowledgement and Acceptance

COMPANY: BUILDING SYSTEMS TECHNOLOGY (Crystal Isbell)
TELEPHONE: 256-880-6611 **FAX:** 256-880-6631
EMAIL: cisbell@bst-solutions.com jsharber@bst-solutions.com
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: 5

DATE: June 20, 2024

Attached you will find the following documents:

- Purchase Order Acknowledgement and Acceptance
- PO No. 1000014323
- PO Terms & Conditions
- INVOICE/QUOTE: SEE ATTACHED
-

ORDER ACCEPTANCE: The first to occur of any of the following events will be conclusive of the Seller's acceptance of this PO and the terms and conditions herein set forth:

- Written acknowledgement of acceptance of this Order; and
- Commencement of work or services toward performance of this Order by the Seller.

No modification of the terms of this PO shall be valid unless accepted in writing by the Huntsville Housing Authority (HHA), and HHA shall not be bound by any printed matter on the Seller's acknowledgement forms or invoices which is at variance with the terms and conditions herein.

ENTIRE AGREEMENT: This PO, including all terms and conditions herein, together with any modifications, constitutes the entire agreement between the Seller and HHA. This PO supersedes any and all prior discussions, correspondence, understandings and/or agreement between the Seller and the HHA pertaining to the subject matter of this PO. In the event of a conflict in any terms of this PO, the following precedence will apply:

- Terms typed on the face of this Order;
- Terms appearing in attachments of this PO;
- Terms pre-printed on this Order; and
- Terms appearing in applicable specifications

ACCEPTED BY: _____ **DATE:** _____



Huntsville Housing Authority (FORM 4000203) is exempt from All State Taxes and Federal Excise Taxes as provided in the AL Department of Revenue Sales and Use Tax Public Code of Alabama 2013, Title 40, Section 23, Sub-section 4(A), Paragraph 13. The Acceptance of this PO by the supplier constitutes a Guarantee the prices for materials or services DOES NOT INCLUDE TAXES.
 ORDER ACCEPTANCE: The first occur of any of the following events will be conclusive of the Seller's acceptance of this PO and the terms and conditions herein set forth: (1) Written acknowledgment of acceptance of this order, and (2) Commencement of work or services toward performance of this Order by the seller.

Huntsville Housing Authority
 256-539-0774
 HSVHA.org

Purchase Order

1000014232

Building Systems Technology Inc
 1310 Centerpoint Blvd
 Knoxville, TN 37932

Ship To:
 Todd Tower
 204 Greene St NE
 Huntsville, AL 35801

Send Invoices To:
 Todd Tower
 P.O. Box 486
 Huntsville, AL 35804

Line #	Part Number	Vendor SKU	Item Description	Unit	Unit Price	Quantity	Line Total
1		Parts	Material Costs (45 Horn/Strobe and Strobe notification devices and 2 Booster Power Supplies)	Each	5753.31	1.0000	5753.31
2		Misc Materials	Include any additional wire needed for the job to be brought to code	Each	1000.00	1.0000	1000.00
3		Shipping Estimate	Shipping Estimate	Each	500.00	1.0000	500.00
4		Permit Fee	Permit Fee	Each	225.00	1.0000	225.00
5		Labor and Admin	Labor and Administration Cost	Each	13974.00	1.0000	13974.00
			TOTAL		21452.31	5.0000	21452.31

JuKessa C. Lacey
 Signature
 5-28-2024

Purchase Order (PO) Acknowledgement and Acceptance

COMPANY: BUILDING SYSTEMS TECHNOLOGY (Crystal Isbell)
TELEPHONE: 256-880-6611 **FAX:** 256-880-6631
EMAIL: cisbell@bst-solutions.com jsharber@bst-solutions.com
Dustin Terry
NUMBER OF PAGES, INCLUDING THIS COVER PAGE: (2)

DATE: May 28, 2024

Attached you will find the following documents:

- Purchase Order Acknowledgement and Acceptance
- PO No. 1000014232
- PO Terms & Conditions
- INVOICE/QUOTE: SEE ATTACHED
-

ORDER ACCEPTANCE: The first to occur of any of the following events will be conclusive of the Seller’s acceptance of this PO and the terms and conditions herein set forth:

- Written acknowledgement of acceptance of this Order; and
- Commencement of work or services toward performance of this Order by the Seller.

No modification of the terms of this PO shall be valid unless accepted in writing by the Huntsville Housing Authority (HHA), and HHA shall not be bound by any printed matter on the Seller’s acknowledgement forms or invoices which is at variance with the terms and conditions herein.

ENTIRE AGREEMENT: This PO, including all terms and conditions herein, together with any modifications, constitutes the entire agreement between the Seller and HHA. This PO supersedes any and all prior discussions, correspondence, understandings and/or agreement between the Seller and the HHA pertaining to the subject matter of this PO. In the event of a conflict in any terms of this PO, the following precedence will apply:

- Terms typed on the face of this Order;
- Terms appearing in attachments of this PO;
- Terms pre-printed on this Order; and
- Terms appearing in applicable specifications

ACCEPTED BY: _____ **DATE:** _____

Reply R

Wed 5/22/2024 8:12 AM

To: Teresa Wade; Lela Morrow <lmorrow@bst-solutions.com>

Cc: LaTonya Brewton

Material Costs (45 Horn/Strobe and Strobe notification devices and 2 Booster Power Supplies)- \$5753.31
Misc materials to complete job.- \$1000.00 (this would include any additional wire needed for the job to be brought to code).
Shipping estimate- \$500.00 (this is not invoiced until all shipping is completed so an estimate is the best I can do).
Permit Fee- \$225

I do not have a breakdown of hourly rates for employees, but this change order is budgeted for 160hrs. My job builder software includes administration costs incurred when a take off is done so I don't have those costs or employee actual hourly rates charged. The total for labor and administration costs are \$13,974.00.

I am not able to break it down further than this.

Dustin Terry
Building Systems Technology, Inc. | System Sales
1703 Central Parkway SW | Decatur, AL 35601
P: 256-880-6611
C: 423-440-5407
www.buildingsystems.technology

This message is for the named person's use only. It may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use, disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Thank you.

TW



2038 Brookside Lane Kingsport, Tennessee 37660
Phone: (423)378-4465 Fax: (423)378-5504

Attn: Katrina Jefferson

Company: Huntsville Housing Authority (Todd Towers)

From: Dustin Terry

Pages: 2

Date: 5/16/2024

Email: dterry@bst-solutions.com

Subject: Todd Towers Additional Parts and Labor

Job Site Address: 200 Washington Street Huntsville AL 35804

**Labor & Material To Furnish & Install That Includes Programming, Training, & Certification
SCOPE OF WORK**

*REQUIRED ADDITIONAL DEVICES AND LABOR TO BRING SYSTEM UP TO CODE.

FIRE MARSHAL STATES THAT IF A SYSTEM HAS A COMPLETE CHANGE OUT THEN ENTIRE SYSTEM IS TO BE BROUGHT UP TO CODE.

Total: \$ 21,452.31
(In YOUR Installed conduit, sleeves, boxes, & firestopping Lift provided by Electrical contractor.)

Optional yearly monitoring fees:
Fire Alarm \$360, Security \$240

Prices are based on building plans and information that are sent to BST or gathered by BST. Prices are based doing all projects as a whole and together if projects are done separately prices will need to be reconfigured. If there are any changes to the project or working conditions after the date above, prices will be subjected to a change. Duct detector and sampling tube installation is to be provided by the mechanical contractor. A shut-down wire must be provided by the mechanical contractor for each duct detector. If the duct detectors are mounted outside of the HVAC unit, a WATERPROOF rated enclosure must be provided and installed by the contractor for proper protection and operation. Any fire alarm devices that are installed before final cleanup will fall under N.F.P.A 72 17.7.1.11. Devices that are damaged due to construction debris are not covered under warranty and replacement is billable to the Electrical contractor at the current service rates. Electrical contractor must provide and install one four-square box within 3' of duct detector for control relay and shut down wire. Electrical contractor is responsible for all boxes to be cut in ceiling tiles and or hard ceiling and installed. All caulking, conduit, boxes, flex, sleeves, and other rough-ins to be provided and installed by the electrical contractor. Electrical contractor is responsible for providing 120 volt connection to all alarm panels and remote power supply's. BST is not responsible for providing or installing sprinkler bell that is only on the sprinkler prints. Provide five days advanced notice of any inspections regarding our system. There is one fire inspection included for the above fire alarm system each additional inspections that is required and is of no fault of B.S.T's will be billed at regular service rates. B.S.T will not be held responsible for any devices the inspector may add to the project. Quote is configured for work to be performed during normal business hours 8AM-5PM Monday - Friday unless Hours were negotiated before quote, any after Hours will need to be requoted. This Quote is figured for BST to receive Auto CAD on this project on a disc or by e-mail to BST in order to receive drawings before fire alarm installation can begin. If AutoCAD are not available there will be an extra charge for converting to AutoCAD so BST can have a usable file to us for the fire alarm drawings. BST is not responsible for any fee's that may incur for BST to obtain cad files or any additional electrical permits for alarm system. This quote does not include any fire watch costs or any responsibility, while fire systems are down and out of service during renovations. Terms: COD, NET 30 days with approved credit, or previously approved terms. B.S.T uses progressive billing during the complete initialization of this project or projects. Certification of the system or systems will be turned over after the final payment or payments of project have been made.

BST reserves the right to expire this quote after 30 days
THANK YOU FOR ALLOWING BST TO BE PART OF THIS PROJECT

Approver Name Printed _____

Date _____

Approver Signature _____

Title _____

PO# if required _____



Terms and Conditions

- 1 All work will be performed substantially in accordance with the written procedures of the manufacturer of the Equipment and the requirements of the National Fire Protection Association as in effect on the date of the Agreement. Building Systems Technology, Inc. A Division of Eagle Fire Inc. ("BST") will perform all work and provide all Equipment and materials enumerated in the Agreement in accordance with the terms of the Agreement. BST shall not be liable for delays in performance due to causes beyond its reasonable control, including, but not limited to, governmental action or inaction, strikes, labor problems, Acts of God, fire or flood, and BST's time for performance shall be extended accordingly. Customer agrees that BST is not liable for delays in performance due to priorities of performance to other customers, based on time or need or in BST's sole discretion.
- 2 Customer grants a purchase money security interest in the Equipment sold hereunder to BST to secure the payment of the obligations of the Customer as set forth herein and any other sums due and owing from the Customer to BST. Customer agrees to execute any and all financing statements which BST may, from time to time, wish to file with the appropriate authorities. The Equipment which is subject to this security interest shall be kept at all times at the Customer's place of business as set forth herein and its removal to any other location shall be permitted only with the consent of BST in writing in advance of such removal. Until the Equipment is paid for in full, Customer shall maintain adequate fire and extended risk insurance coverage on the Equipment which insurance coverage shall contain a standard loss payee clause in favor of BST. Noncompliance with or non-performance of any of the Customer's obligations hereunder shall constitute a default under this provision. Customer shall likewise be in default if bankruptcy or insolvency proceedings are instituted by or against Customer. Upon Customer's default, BST may exercise its rights of enforcement under the Uniform Commercial Code in force in the state in which the Equipment is located and in addition to those rights, at BST's discretion, enter upon the Customer's premises to take possession of the Equipment which is subject to this security interest or waive any default or remedy any default in any reasonable manner without waiving the default remedies and without waiving any other prior or subsequent default. Customer shall have all the rights and remedies before or after default provided in the Uniform Commercial Code in force in the state in which the Equipment subject to this security interest is located. Upon completion performance of Customer's obligations hereunder, the Seller upon written request from Customer, agrees to file termination statements of security interest with the appropriate authorities.
- 3 Customer agrees to maintain in safe condition the access to and the area in which the Equipment is to be installed.
- 4 BST shall not be liable for damages attributable in whole or in part to any Equipment unless caused solely by BST's negligence. Customer agrees to protect, defend, indemnify and hold BST harmless from all claims, demands, liabilities, and costs including attorneys' fees, arising in whole or part from any Equipment, unless caused solely by BST's negligence.
- 5 Any order placed shall constitute an acceptance of all terms and conditions contained in the Agreement and the Terms and Conditions, except terms and conditions to which Customer shall except by specific written objection to which BST has agreed in writing. Any request for services issued by Customer shall confirm the Agreement and the Terms and Conditions and not add to, delete from or change them.
- 6 The parties hereto each covenant and agree that if either party hereto acquires any right or rights to bring any action, suit or proceeding against the other party relating in any way to the Agreement or the Terms and Conditions, the party acquiring such right or right shall be conclusively deemed to have waived and relinquished the same unless such action, suit or proceeding is commenced within one year after such right or rights arose.
- 7 Exclusion of warranty. With respect to all goods and services to be provided pursuant to the Agreement, BST disclaims all warranties, express or implied, including without limitation, any implied warranty of merchantability, warranty of fitness for a particular purpose or implied warranty of workmanlike services. All Equipment is sold exclusively under such warranty as the manufacturer thereof may make available to Customer.
- 8 WITH RESPECT TO ALL GOODS AND SERVICES TO BE PROVIDED PURSUANT TO THE AGREEMENT, BST DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF WORKMANLIKE SERVICES. ALL EQUIPMENT IS SOLD EXCLUSIVELY UNDER SUCH WARRANTY AS THE MANUFACTURER THEREOF MAY MAKE AVAILABLE TO CUSTOMER.
- 9 LIMITATION ON LIABILITY. IN NO EVENT SHALL BST BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY OR EXEMPLARY DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, NEGLIGENCE, OR STRICT LIABILITY, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF THE USE OF PROPERTY; BUSINESS LOSSES OR LOSS OF PROFITS AND OTHER ECONOMIC LOSSES. BST SHALL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION, WHATEVER THE CAUSE. THE PARTIES AGREE THAT THE CUSTOMER'S REMEDIES PROVIDED FOR IN THIS SECTION ARE EXCLUSIVE.
- 10 There are no rights, warranties or conditions, express or implied, statutory or otherwise, other than those contained herein or in the Agreement. The Agreement and the Terms and Conditions contain the entire agreement between Customer and BST and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision shall be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted and unless expressly made generally applicable shall only apply to the specific case for which the waiver is given. Each paragraph and provision of the Agreement and the Terms and Conditions is severable from the remainder thereof, and if any such provision shall be held invalid the remainder of the Agreement shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its choice of law principles.

EFI SERV (REV 7/99)

2012 © Copyright Eagle Fire Inc. All rights reserved. Confidential

Initial

5/21/24, 8:11 AM

Mail - LaTonya Brewton - Outlook

Reply Reply

Tue 5/21/2024 8:07 AM

To: LaTonya Brewton; Teresa Wade; Lela Morrow <lmorrow@bst-solutions.com>; Katrina Jefferson

Cc: Terica Pope; Turkessa Coleman; Antonio McGinnis; Samuel Auguste; Mike Norment; Lydia Kelley <huntadmin@bst-solutions.com>; Kimberly Miller

Good morning,

Here is the cost breakdown:

Material, Misc, Shipping- \$7253.31
Labor Administration- \$14,199.00

Dustin Terry
Building Systems Technology, Inc. | System Sales
1703 Central Parkway SW | Decatur, AL 35601
P: 256-880-6611
C: 423-440-5407
www.buildingsystems.technology

This message is for the named person's use only. It may contain confidential, proprietary, or legally privileged information. No confidentiality or privilege is waived or lost by any mis-transmission. If you receive this message in error, please immediately delete it and all copies of it from your system, destroy any hard copies of it and notify the sender. You must not, directly or indirectly, use disclose, distribute, print, or copy any part of this message if you are not the intended recipient. Thank you.

Requisition for Materials & Supplies

1012

Requisition # 052124100129

PO# Line Items



Name/requestor **Katrina Jefferson**

Account # 442000

Date requested **May 21, 2024** Date required **May 23, 2024**

Department/location **011 Todd**

General use info **Fire Marshall States that if a system has a complete change out the**

Delivery location **Todd Towers 204 Greene St. 35801**

Notes **entire system is to be brought up to code***

Part #	Item description	Qty	UM	Cost Ven1	X Cost Ven1	Cost Ven2	X Cost Ven2	Cost Ven3	X Cost Ven3
1	Proposal BreakdMaterial, Misc, Shipping	1	ea	\$7253.31	\$7253.31		\$0.00		\$0.00
2	Proposal BreakdLabor Administration	1	ea	\$14199.00	\$14199.00		\$0.00		\$0.00
3		0			\$0.00		\$0.00		\$0.00
4		0			\$0.00		\$0.00		\$0.00
5		0			\$0.00		\$0.00		\$0.00
6		0			\$0.00		\$0.00		\$0.00
7		0			\$0.00		\$0.00		\$0.00
8		0			\$0.00		\$0.00		\$0.00
9		0			\$0.00		\$0.00		\$0.00
10		0			\$0.00		\$0.00		\$0.00
				Grand Totals		\$21452.31		\$0.00	

Ven # Company Phone # Contact name Address City State zip Vendor #

1 **BST** **423-378-4465** **DUSTIN TERRY** **2038 Brookside Lane** **Kingsport, TN**

Requestor

66 Director

Dir Notes

Supervisor/Manager

CEO

CEO Notes

Purchaser

LATONYA SATCHEL-BREWTON

Digitally signed by LATONYA SATCHEL-BREWTON

Save As

Print Form

Email Form

Reset Form

Huntsville Housing Authority

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Approve A Change Order to the Contract with Building Systems Technology Inc. for the Fire Alarm System at Todd Towers

RESOLUTION NO. 2024 -26

WHEREAS, the Huntsville Housing Authority (HHA) entered into a contract with Building Systems Technology, for repairs to the fire alarm system at Todd Towers, and;

WHEREAS, additional work items and materials have been identified to improve the safety and security of the building and the residents; and

WHEREAS, the projected work will have a minimum of \$75,500 with additional unknown cost being projected for comparable electrical services;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is hereby authorized to enter into Change Order Number 002 with Building Systems Technology Inc., for the repairs needed on the Todd Towers Alarm System.

ADOPTED THIS 15th DAY OF JULY, 2024.

Leon D. Fountain, Chairman

SEAL

Attest:

Antonio McGinnis, Sr., Secretary

Huntsville Housing Authority**REQUEST FOR BOARD ACTION****Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for New Roofing for a Building in Stone Manor****JULY 15, 2024****INTRODUCTION**

Act on resolution authorizing the Executive Director/CEO/Contracting Officer enter into a contract with West Roofing Systems, Inc. to install a new roof system for building 7720 at Stone Manor.

PURPOSE/OBJECTIVE

The purpose of the action is to remove the current roof and install a new roofing system on one of the buildings at Stone Manor. The current roof is failing and needs to be replaced.

JUSTIFICATION/DESCRIPTION

HHA has exercised due diligence in its procurement process to arrive at the most cost-effective price by obtaining pricing under a “joinder” or “Piggy-back” through the National Cooperative Purchasing Alliance (NCPA) 02-139 under the applicable firm Lion National Corp., Contract RQN # 2024-1262 for the replacement of the roof on building 7720 at Stone Manor.

ECONOMIC IMPACT

The price for the contract will be \$293,879.27. Funding will come from the HHA Capital Fund.

ALTERNATIVES

None determined at this time.

ATTACHMENTS

Piggy-Back Justification
Scope of Work
Agreement

Huntsville Housing Authority

RECOMMENDATION

The Executive Director/CEO recommends approval of the contract with West Roofing Systems, Inc. to install a new roof system for a building at Stone Manor.

Antonio McGinnis, Sr.

Terica Pope

Antonio McGinnis, Sr.
Executive Director/CEO

Terica Pope
Director of Housing Operations

7/15/2024

7/15/2024

Date: _____

Date: _____

Justification for “Joinder” or “Piggy-back” Contract

(This Form must be fully completed and placed within the applicable contract file.)

Within Section 14.2.B.5 of HUD Procurement Handbook 7460.8 REV 2 it states that a Housing Agency (HA) may purchase “supplies and services through a local, county or State government’s supply, service or equipment contractor.” This practice is also encouraged and allowed by 2 CFR § 200.317 (e) Accordingly, to justify executing a contract, the HA shall record the following information and conduct each noted procedure to ensure that:

- (a) The new purchase “agreement provides for greater economy and efficiency and results in cost savings to the PHA [Section 14.A.1];
- (b) The new purchase “agreement is used for common supplies and services that are of a routine nature only” (“common,” meaning the items or services being procured by the HA are the same as those listed on the original contract issued by the local, county or State government agency and are the items or services the HA requires) [Section 14.A.2];
- (c) The HA ensures “that any supplies or services obtained using another agency’s contract are purchased in compliance with 24 CFR 85.36” [Section 14.A.3] (NOTE: Now 2 CFR § 200.317-§ 200.326); or, in other words, not in violation of the noted CFR.

Justification:

- (1) Identify the name of the applicable firm and/or company: **LION NATIONAL CORP.**
- (2) Identify the supplies or services to be placed under contract: **West Roofing Systems, Inc**
- (3) Identify the “Local, county or State government agency” (GA) that conducted the original competitive solicitation: **Region 14 Education Service Center-TX**
- (4) The original competitive solicitation was an: QSP__ IFB__ RFP X RFQ/QBS__
- (5) The original Solicitation No.: **NCPA CONTRACT# 02-139** (6)Contract No.: **#RQN 2024-1262**
- (7) Original Contract Period: From **Sept 1, 2022- Sept 30, 2025** (8) No. of Option Periods: **2**
- (9) Maximum Potential Eligible Contract Date: **September 30, 2027.**
- (10) The Agency has garnered, reviewed and placed in the file the following original solicitation documents:

Tab	“X”	Description
	X	Print-out from a State GSA Web Site indicating that there was a State compliant competitive solicitation conducted (PLEASE NOTE: Whereas Section 14. 2.B.5 of HUD Procurement Handbook 7460.8 REV 2 states that the Agency may purchase “supplies and services through a local, county or State government’s supply, service or equipment contractor, ” we have determined that our Agency will not require the following substantial documentation but will assume that the above noted governmental agency conducted the noted competitive solicitation in a State-compliant manner.)
Or the following documentation is attached hereto:		
1		Original competitive solicitation documents (including addendum) issued by the GA
2		Tabulation showing the Force of Competition
3		Copy of the successful firm(s) submittal
N/A		Cost or Price Analysis (or similar analysis conducted by the above noted GA; Please see the documentation within the following Tab No’s 5 and 6
4		Ensuing contract executed by the above noted GA with the successful firm(s)

Justification for “Joinder” or “Piggy-back” Contract

(11) The Agency has completed the following noted due diligence (place an “X” where applicable):

Tab	“X”	Description	Regulatory Reference
5		Independent Cost Estimate (ICE)	[3.2] {§200.323(a)}
6		Cost/Price Analysis (CPA)	[10.3] [Appendix 12] {§200.323}
N/A		References:	
7		Licensing	
N/A		Insurance: Copies within the contract file	
8		HUD LDP/GSA SAM	[10.2.H]
N/A		Section 3 (if applicable)	[15.2] {24 CFR §135}
9		Rationale For Award (RFA)	[6.12.B.2] [10.2.E] {§200.318(i)}
N/A		Executed an appropriate contract form	[10.1; 10.5] {§200.318(j)}

- [] = reference from HUD Procurement Handbook 7460.8 REV2.
- { } = reference within 2 CFR § 200.317-§ 200.326 (or other referenced CFR)



Contract #02-139
RQN #2024-1262

West Roofing Systems, Inc.

Wednesday, May 22, 2024

Huntsville Housing Authority
200 Washington Street
Huntsville, Alabama
Attn: Mr. Mike Norment, Development/Maintenance Manager

Re: Stone Manor Buildings 7720 Roof Proposal & Scope of Work

Mr. Norment,

Thank you for the opportunity to work with you and provide our proposal and services for this project. Please find below a scope of work and estimate for the work we have discussed.

Stone Manor Buildings 7720 – Approx. 15,618 square feet:

- Pre-job inspection – Tour representative area(s) of roofing with West Roofing Systems and Owner’s representative. Review roofing system requirements and finalize schedule.
- Set up warning lines/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.
- **All roof drains must be cleared BY OTHERS** and actively draining before any roof work is to begin.
- The existing TPO membrane will be cut and removed from the roof.
- The existing Poly-Iso insulation board (4” thick) will be inspected for moisture. Any saturated areas found will be removed and replaced with new insulation at the rate of \$8.55/square foot.
- A new ½” recovery board will then be mechanically attached over the existing insulation.
- New 3” OMG Hercules Retrodrain inserts will be installed in the existing roof drains.
- A new 24-gauge Kynar coated perimeter edge metal, approximately 660, will be installed along the perimeter of the roof.
- A new insulated unit pad will be placed beneath each HVAC unit (16 total).
- All roof top mechanical equipment, piping, vents, etc. will be masked prior to foaming.
- Apply **2.7 lb. closed cell spray polyurethane foam**. The minimum thickness of the foam will be 1.5 inches. The polyurethane foam will be applied uniformly over the specified roof surfaces with a tolerance of plus or minus ¼” per inch of thickness, except where variations are required to ensure proper drainage or to complete a feathered edge. Additional foam will be installed between drains to provide positive slope to each drain.



West Roofing Systems, Inc.

- Apply a **High Solids Silicone** base coat over the polyurethane foam. The silicone coating will be applied according to manufacturer specifications to achieve a minimum dry film thickness at approximately 11 mils. Allow the coating to cure. Inspect for thinly coated areas, uncured areas or other defects. Any defects will be repaired prior to subsequent application of coating. The base coat will be clean, dry, sound, and free of dust, dirt, and other contaminants before application of the topcoat.
- Apply a **High Solids Silicone** topcoat in a timely manner upon completion of base coat to insure proper adhesion between coats. The topcoat will be applied per manufacturer specifications to achieve a minimum dry film thickness at approximately 11 mils.
- Apply ceramic granules @ 30 lbs. per square broadcast into the wet topcoat for proper granule adhesion.
- After all work is complete, we will remove all job-related debris and surplus materials and leave the premises in a neat and orderly condition.
- The project superintendent will be OSHA 30 hour trained in Construction & Health.
- The new roof system is fire rated class "A" per UL 790.
- Upon final completion of the project the Owner will be issued a (10)-year Full System NPR, NDL, RENEWABLE **Contractor's** System Warranty.

End of Scope



West Roofing Systems, Inc.

Unit Cost Breakdown:

- No unit cost is included in the base bid for the removal and replacement of any deteriorated decking.
- Any saturated areas of existing insulation found will be removed and replaced with new insulation at the rate of \$8.55/square foot.

Inclusions/Exclusions:

- Proposal is based on Standard Wage Rates
- Proposal includes building permits
- Proposal does not include a performance/payment bond
- Proposal does not include taxes
- Proposal is based on standard working days and hours. Should work be required to be performed on weekends, additional costs will be accrued

Proposal Cost:

- We hereby offer and propose, labor and materials for the execution of the aforementioned scope of work, in the amount of:

Base Bid – 10 Year Warranted Roof:

Two Hundred Twenty Seven Thousand One Hundred Dollars and 00/100***\$227,100.00**

Best Regards,

Mike Lillis

Mike Lillis
West Roofing Systems, Inc.



West Roofing Systems, Inc.

Wednesday, May 29, 2024

Huntsville Housing Authority
Mr. Mike Norment
200 Washington St.
Huntsville, AL

Re: Stone Manor 7720 Roof Project, NCPA RQN #2024-1262

Mr. Norment

Per our conversation, this letter will act as **addendum 1** to **NCPA RQN #2024-1262**. This will add the allowance of \$59,850.00 (7,000 sf @ \$8.55/sf) for removal and replacement of existing insulation board found to be wet and in need of removal. This unit cost will be used to credit HHA should the full amount not be in need of replacement, as well as, added costs for any amount above the allowable 7,000 sf.

Performance & Payment Bond Costs:

- \$6,929.27

The above costs combined with the cost listed on RQN #2024-1262 is the new contract price.

- R & R Insulation Added Cost - \$59,850.00
- P & P Bond Added Cost - \$6,929.27
- RQN #2024-1262 - \$227,100.00
- Total Cost - **\$293,879.27**

Should you have any questions, please let us know.

Regards,

Mike Lillis

Mike Lillis
West Roofing Systems, Inc.

Huntsville Housing Authority
Attn: Mr. Mike Norment
200 Washington Street
Huntsville, AL
RE: Stone Manor Building 7720 Roof

Date: 05/24/2024

Per the request for pricing verification from Lion National Corp for the above referenced project, we have reviewed the necessary labor, materials and equipment to provide roofing services at 200 Washington Street, Huntsville, AL per West Roofing Systems' proposal dated 05/22/2024 submitted by Mike Lillis. As a result, we are issuing RQN #2024-1262 for the following:

Scope of Work:

Stone Manor Buildings 7720 – Approx. 15,618 square feet:

- Pre-job inspection – Tour representative area(s) of roofing with West Roofing Systems and Owner's representative. Review roofing system requirements and finalize schedule.
- Set up warning lines/flags around staging area to ensure no unauthorized personnel accidentally enters the staging area.
- All roof drains must be cleared **BY OTHERS** and actively draining before any roof work is to begin.
- The existing TPO membrane will be cut and removed from the roof.
- The existing Poly-Iso insulation board (4" thick) will be inspected for moisture. Any saturated areas found will be removed and replaced with new insulation at the rate of \$8.55/square foot.
- A new ½" recovery board will then be mechanically attached over the existing insulation.
- New 3" OMG Hercules Retrodrain inserts will be installed in the existing roof drains.
- A new 24-gauge Kynar coated perimeter edge metal, approximately 660, will be installed along the perimeter of the roof.
- A new insulated unit pad will be placed beneath each HVAC unit (16 total).
- All roof top mechanical equipment, piping, vents, etc. will be masked prior to foaming.
- Apply **2.7 lb. closed cell spray polyurethane foam**. The minimum thickness of the foam will be 1.5 inches. The polyurethane foam will be applied uniformly over the specified roof surfaces with a tolerance of plus or minus ¼" per inch of thickness, except where variations are required to ensure proper drainage or to complete a feathered edge. Additional foam will be installed between drains to provide positive slope to each drain.
- Apply a **High Solids Silicone** base coat over the polyurethane foam. The silicone coating will be applied according to manufacturer specifications to achieve a minimum dry film thickness at approximately 11 mils. Allow the coating to cure. Inspect for thinly coated areas, uncured areas or other defects. Any defects will be repaired prior to subsequent application of coating. The base coat will be clean, dry, sound, and free of dust, dirt, and other contaminants before application of the topcoat.

- Apply a **High Solids Silicone** topcoat in a timely manner upon completion of base coat to insure proper adhesion between coats. The topcoat will be applied per manufacturer specifications to achieve a minimum dry film thickness at approximately 11 mils.
- Apply ceramic granules @ 30 lbs. per square broadcast into the wet topcoat for proper granule adhesion.
- After all work is complete, we will remove all job-related debris and surplus materials and leave the premises in a neat and orderly condition.
- The project superintendent will be OSHA 30 hour trained in Construction & Health.
- The new roof system is fire rated class "A" per UL 790.
- Upon final completion of the project the Owner will be issued a (10)-year Full System NPR, NDL, RENEWABLE **Contractor's** System Warranty.

We have audited the proposal utilizing the RS Means price book in conjunction with NCPA's pricing as contracted with Lion National Corp, Contract #02-139 plus any approved addendums. These line items are listed on the RS Means Summary Report dated 05/24/2024 per attached. The contract NTE value is \$237,947.31.

As a result of our analysis, we confirm that the proposal pricing meets the guidelines of the contract. If there are any further questions, please do not hesitate to contact us.

Scott Gaeta
Lion National Corporation
sgaeta@lionnational.com
(954) 651-7200

**AGREEMENT TO PROVIDE
ROOFING REPAIRS AT STONE MANOR**

THIS AGREEMENT (hereinafter referred to as Agreement) is entered into by and between **Huntsville Housing Authority** (hereinafter referred to as HHA), a public corporation with its principal office located at 200 Washington Street, Huntsville, AL 35801, and **West Roofing Systems, Inc.** (Hereinafter referred to as Contractor), located at 121 Commerce Drive, LaGrange, OH 44050.

WHEREAS HHA was looking into a contract to provide roofing systems requirements being replaced, refurbished, or retained

WHEREAS HHA identified a **RQN #2024-1262** to provide roofing system requirements components being replaced, refurbished, or retain was conduct by National Cooperative Purchasing Alliance, both wholly owned subsidiaries of OMNIA Partners on behalf of Region 14 Educational Service Center, Houston Texas and;

WHEREAS **West Roofing Systems, Inc** has submitted a response to said proposal which appears to be in conformity with the needs of HHA; and

WHEREAS HHA desires to retain **West Roofing Systems, Inc** to provide services for roofing repairs at **Stone Manor**

NOW, THEREFORE, in consideration of the mutual covenants between the parties herein provided the parties do agree to the following terms and conditions:

1. SCOPE OF SERVICES

Contractor will provide roofing services for roofs at HHA’s Stone Manor location on a fixed price basis in accordance with the terms, provisions, and specifications provided in this Agreement, and the RFP that was conduct by National Cooperative Purchasing Alliance, both wholly owned subsidiaries of OMNIA Partners on behalf of Regional 14 Educational Service Center, as well as the Contractor’s proposal.

2. COMPENSATION - PAYMENT

- 2.1 Contractor acknowledges, understands, and agrees that this Agreement is a fixed price contract for elevator modernization services, and is not subject to alterations or modifications. Contractor shall be compensated in a base amount Not-To-Exceed **two hundred and ninety-three thousand eight hundred and seventy-nine dollars and twenty-seven cents (\$293,879.27)** for the satisfactory performance and completion of the services to be performed at **Stone Manor Building 7720** and is inclusive of all work, expenses, labor, equipment, materials, tools, services, and transportation used in the performance of the work specified.
- 2.2 Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Contract Task Order Form from the authorized HHA representative.
- 2.3 The Contractor exceeds the NTE amount at his/her own risk. The Contractor is under no obligation to provide additional services that would cause the Contractor’s fees to exceed the NTE amount without prior revision of this amount by written change order or task order.
- 2.4 Contractor shall submit monthly invoices for payment to the Contract Administrator for each housing development. The Contract Administrator will review the invoice for approval and forward it to the HHA Director of Finance and Administration for review and evaluation of payment. Contractor shall be paid within thirty (30) days of submission of an approved invoice for completed work. Contractor acknowledges and agrees that this Agreement is a flat-fee contract and is not subject to alterations or modifications of the cost of the work specified.

3. TIME AND ORDER OF PERFORMANCE

The term of this Agreement shall begin on **TBD**, unless an extension of time is authorized by HHA and is evidenced in a written document executed before the date scheduled for completion of the services.

4. ASSIGNMENT - SUBCONTRACTING - TRANSFER

- 4.1 HHA encourages the participation of women, HHA residents, and minority-owned businesses. Contractor will make every effort to utilize businesses owned by minorities and/or women and HHA residents for work performed under this contract.
- 4.2 Contractor will submit a list of all prospective subcontractors to the HHA prior to the commencement of the work and will submit all information requested by HHA to fairly evaluate the subcontractor. HHA may disapprove the use of any subcontractor for cause stated to Contractor. HHA 's approval, disapproval, or election not to disapprove does not create an assumption of liability for acts or omissions of Contractor or subcontractor
- 4.3 Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in any U.S. Department of Housing and Urban Development (HUD) program or who has been barred by any agency of the United States government or the State of Alabama from performing the work specified.
- 4.4 All subcontracts entered into by Contractor shall contain a provision, which allows Contractor to terminate the subcontract immediately in the event that HHA terminates this Agreement. No subcontracts shall be entered in by Contractor without HHA 's prior written approval.
- 4.5 The performance of services under this Agreement may not be assigned or transferred without the expressed written approval of HHA prior to such assignment or transfer. Contractor acknowledges, understands, and agrees that assignment or transfer of performance shall be at the sole discretion of HHA. Approval for the same may be denied by HHA for its own convenience.
- 4.6 Contractor shall assume full responsibility for the work performed pursuant to this Agreement and shall indemnify and hold HHA harmless from all damages for claims of all subcontractors or any employees, independent contractors, or vendors of any subcontractor, which are made relative to, or arising from, work to be performed by Contractor under this Agreement.
- 4.7 Pursuant to Section 3 of the HUD Act of 1968, if additional job training, employment, and other economic opportunities are generated by this agreement, then to the greatest extent feasible, these opportunities must be directed to low-income and very low-income persons. In addition to employment and training opportunities, Section 3 also seeks to benefit businesses owned by public housing residents and other low-income persons. HHA requires its contractors and subcontractors to make a "good faith effort" to provide opportunities for job training, employment, and contracting to low-income persons and HHA residents. Contractor will be asked to submit data to HHA on the number of jobs created through its work on this contract for HHA residents or businesses owned by HHA residents.

5. CONFLICT OF INTEREST

No member of, or delegate to, the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise, therefore. Furthermore, no member, officer, or employee of HHA, no member of the governing body of the locality in which HHA was activated, and no other public official of such locality who exercises any functions or responsibilities with respect to HHA shall have any interest, direct or indirect, in this contract or the proceeds thereof within his or her tenure, or for one year thereafter.

6. **GRATUITIES-KICKBACKS-USE OF CONFIDENTIAL INFORMATION-PROGRAM INCOME**

HHA officers, employees, or agents shall not solicit nor accept gratuities, favors, or anything of monetary value from Contractor, potential Contractor's customers, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain. Contractor warrants that it has not paid and will not pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or employee of a member of Congress, or any officer or employee of Congress in connection with the awarding of an HHA contract.

7. **TERMINATION OF THE CONTRACT**

7.1 This Agreement may be terminated for any of the following reasons: failure to deliver the services as specified, failure to perform the work in a timely manner or refusing or failing to prosecute the work or any separate portion thereof within the stipulated time, or violation of a contract clause. HHA may consider any of the foregoing events to be a default under the Agreement, and if the contract is terminated due to such a default, Contractor will not be entitled to payment for any undelivered work, services, or reports. Contractor further agrees that in the event of such a default HHA may obtain the services of another Contractor for completion of the work required.

7.2 **If the Contractor is in material breach of the contract, HHA may promptly invoke the termination clause detailed within Section No. 3 of Form HUD-5370-C, *General Conditions for Non-Construction Contracts, Section I— (With or without Maintenance Work)*. Such termination must be delivered to the Contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.**

7.3 This contract may also be terminated for the convenience of HHA if the contracting officer determines that such would be in the best interest of HHA or in the event of absence of funding. Any such termination shall specify the extent to which the performance of the work under the contract is terminated and the date upon which such termination becomes effective. If the performance is so terminated, either in whole or in part, HHA shall pay to Contractor the prorated percentage of all services completed up to the date of termination. Percentage of completion will be determined by HHA's Executive Director/CEO.

7.4 Prior to termination, HHA may choose to warn the Contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the Contractor on probation, thereby giving the Contractor a certain period of time to correct the deficiencies or potentially suffer termination. HHA shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the Contractor does not agree with such action, the Contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with HHA's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing HHA's alleged incorrect action(s).

7.5 If termination is necessary, the contracting officer shall terminate the Agreement by a written notice to OTIS Elevator. Said notice shall be sent by certified mail, return receipt requested, shall be effective upon the date so indicated, and deemed received, whether signed by Contractor, its agent or representative, or is indicated as refused. If to Contractor, said notices and demands should be sent by certified mail, return receipt requested, or hand delivered to **West Roofing Systems, Inc**, located at **121 Commerce Drive LaGrange, OH 44050**. If to HHA, said notices and demands shall be sent by certified mail, return receipt requested, or hand delivered to the Executive Director/CEO, Huntsville Housing Authority, 200 Washington Street, Huntsville, AL 35801.

8. **DISPUTE RESOLUTION PROCEDURE**

A contract administrator which will serve as the point of contact (POC) has been assigned to this agreement. The POC is an HHA representative who will oversee and manage the performance of the agreement. Any controversy or dispute arising under this Agreement shall be referred to the contract administrator by Contractor. If Contractor and contract administrator fail to agree on a resolution of the dispute or controversy, Contractor shall give written notice of the controversy to the executive director for HHA, who will serve as contracting officer for this Agreement. The decision of the executive director (contracting officer) will be binding on both parties hereto, except as the same may be modified by a court of competent jurisdiction. HHA and Contractor hereby agree that the time and order for performance under this agreement will be in compliance with HHA's Contract Administrative Plan, labeled as **Exhibit B**, attached hereto, and incorporated herein by reference. The Contract Administration Plan shall identify the POC for this Agreement.

9. VENUE AND CONTROLLING LAW

In the event that a cause of action arises, either in law or in equity, from, or in reference to any aspect of this Agreement (including those documents incorporated by reference and attached hereto), both parties agree that such action shall be filed and prosecuted only in the Circuit Court of Madison County, Alabama. This Agreement shall be interpreted in accordance with the laws of the State of Alabama.

10. COMPLIANCE WITH LAWS AND REGULATIONS

- 10.1 Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules, and regulations as they exist or may be amended during performance of this contract.
- 10.2 Contractor shall assume full liability for all contributions, taxes, or other payments required for the benefit of the employees of Contractor by Federal and/or State Unemployment Compensation Laws, the Social Security Acts or any amendments, rules, or regulations thereto. Contractor shall also require any subcontractors to pay such contributions, taxes, or other payments required for the benefit of the subcontractor's employees.

11. MODIFICATIONS

The terms and conditions contained in this Agreement may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by the authorized representative of HHA and delivered by HHA to Contractor, and the work shall be deemed to be only upon the terms and conditions contained in this Agreement and accompanying Exhibits, notwithstanding any terms or conditions that may be contained in any acknowledgment, invoice, or other form of Contractor or any of its suppliers, and notwithstanding HHA's act of receiving or paying for any nonconforming product, report, service, or any similar action on the part of HHA.

12. CONFLICTS IN LANGUAGE-SEVERABILITY

If a court of competent jurisdiction finds any provision of this Agreement to be void and/or unenforceable, the parties hereto agree that those provisions of the Agreement not directly affected by the void and/or unenforceable provision shall continue in full force and effect.

13. LIABILITY-INDEMNITY-REMEDIES

- 13.1 In the course of performing the services under this Agreement, Contractor shall assume full liability for any and all claims and demands for injury and property damage caused by its employees, agents, or equipment. To the extent any such claim is made or determined payable against HHA, Contractor further shall indemnify and hold HHA harmless, therefore. This shall include any and all claims arising from the implementation of this Agreement and arising from the work and performance of services undertaken by Contractor, its employees, agents, or subcontractors, and arising out of any other operation, no matter who performed it on behalf of Contractor, whether or not due in whole or in part to conditions, acts, or omissions done or permitted by Contractor or HHA.

13.2 To the full extent authorized by law, Contractor agrees to indemnify, hold harmless, and defend HHA, its commissioners, employees, and agents from and against any and all liabilities, claims, damages, losses, suits, penalties, forfeitures, actions, decrees, judgments, Contractors’ fees, court costs, and other costs and expenses incident thereto (including, but not limited to, the cost of defense, settlement, judgment, and reasonable Contractors’ fees) that HHA, its officers, commissioners, employees, or agents may suffer or which may be sought against, recovered from, or obtainable against HHA, its commissioners, employees, or agents as a result of, by reason of, arising out of, on account of, or in consequence of any act or failure to act on the part of Contractor, its subcontractors or agents, or anyone directly or indirectly employed by any such subcontractors or agent in the fulfillment or performance of the terms, conditions, or covenants that are contained in this Agreement and which said act or failure to act is contrary to or is not authorized by this Agreement or is otherwise negligent, wanton, willful, or contrary to any applicable law, regulation, or recognized standard of practice or performance. The covenants and obligations set forth in the preceding sentence shall exist and remain in full effect, notwithstanding the fact that the occurrence which gave rise to such claim, damage, loss, liability, suit, action, judgment, or expense was caused in part by negligence or other wrongful act of any party indemnified hereunder. Nothing contained herein shall waive any rights, privileges, immunities, or limitations of liability to which HHA is entitled under §11-93-2 of the Code of Alabama (which limits recovery for damages against a governmental entity to \$100,000 for bodily injury or death for one person in a single occurrence; \$300,000 in the aggregate for bodily injury or death for more than two persons in a single occurrence; and \$100,000 for damage or loss of property in a single occurrence) or under any other present or future statute or rule of law which limits any liability of HHA in any manner.

13.3 No remedy herein provided shall be deemed exclusive of any other remedy allowed in law or in equity.

13.4 These provisions are specifically intended and shall survive the termination of this Agreement.

14. CONTRACTOR AS INDEPENDENT CONTRACTOR

It is agreed that Contractor is an independent contractor with respect to all work and activities contemplated by this Agreement and that all of Contractor’s employees who perform work with respect to this Agreement are the employees of Contractor and not of HHA. Contractor shall exercise complete control over the conduct of its employees and will pay all wages and applicable federal, social security, and unemployment taxes, as well as workers’ compensation insurance, with respect to such employees.

15. INSURANCE REQUIREMENTS

In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

15.1 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming HHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of HHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a commercially reasonable deductible (e.g. “commercially reasonable,” meaning at least 1% of the “general aggregate minimum” of the policy, with a maximum deductible amount of \$50,000

15.2 **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.

15.3 Worker’s compensation coverage evidencing carrier and coverage amount.

- 15.4 The Contractor shall provide to the HHA with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HA as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.
- 15.5 Contractor shall furnish HHA with certificates of insurance reflecting the required coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurance carrier to bind coverage on its behalf. All certificates are to be received and approved by HHA before work commences. HHA reserves the right to require complete, certified copies of all required insurance policies at any time.

16. FINANCIAL VIABILITY AND REGULATORY COMPLIANCE

- 16.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state, and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state, or local taxes or business assessments.
- 16.2 The Contractor agrees to promptly disclose to the HHA any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HHA in writing within 5 days of such notification received will constitute a material breach of this contract.
- 16.3 The Contractor further agrees to promptly disclose to the HHA any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.
- 16.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HHA within the time periods required herein.

17. THIRD PARTY RIGHTS

This Agreement shall not be construed as creating any right of any third party to enforce any provision hereof or to assert any claim against HHA.

18. ENTIRE AGREEMENT

All parties agree, understand, and acknowledge that this written Agreement, along with the heretofore-identified attached documents that have been incorporated by reference, constitutes the entire agreement of all parties. Neither party is responsible for, nor bound by, any terms or conditions not contained herein.

IN WITNESS THEREOF the parties by and through their undersigned authorized officers have executed this Agreement on this _____ day of _____, 2024.

WEST ROOFING SYSTEMS, INC

HUNTSVILLE HOUSING AUTHORITY

By: _____

By: _____

Title: _____

Antonio McGinnis
Executive Director/CEO

Date: _____

Date: _____

Huntsville Housing Authority

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into a Contract for New Roofing for a Building in Stone Manor

RESOLUTION NO. 2024 - 27

WHEREAS, Huntsville Housing Authority (HHA) needs to provide a new roof for building 7720 at Stone Manor; and,

WHEREAS, HHA has exercised due diligence in its procurement process to arrive at the most cost-effective price by obtaining pricing from vendors under the National Cooperative Purchasing Alliance (NCPA) cooperative “joinder” or “piggy-back” contract; and,

WHEREAS, West Roofing Systems, Inc. was deemed to be the responsive bidder in accordance with the requested specifications, as well as pricing.

Quotation Request for Roofing System

QUOTE SUBMITTED	Total Cost
West Roofing Systems, Inc.	\$293,879.27

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Commissioners of the Huntsville Housing Authority, that the Executive Director/CEO/Contracting Officer is hereby authorized to enter into a contract with West Roofing Systems, Inc for the installation of a new roof for building 7720 at Stone Manor.

ADOPTED THIS 15th DAY OF JULY, 2024.

Leon D. Fountain, Chairman

SEAL

Attest:

Antonio McGinnis, Sr. Executive Director/CEO

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into an Agreement with CCR Architecture & Interiors for Architectural and Engineering Services

JULY 15, 2024

INTRODUCTION

On April 25, 2024, the Huntsville Housing Authority issued a Request for Qualifications (RFQ No. 2024-07) for the procurement of architectural and engineering services. This RFQ was issued as the current contract for said services is set to expire.

PURPOSE/OBJECTIVE

The purpose of this action is to hire a firm to provide a wide range of engineering and architectural services to HHA. HHA accepted proposals that were submitted by the May 28, 2024, deadline. Six responses were received.

JUSTIFICATION/DESCRIPTION

CCR Architecture & Interiors was deemed the most responsive bidder as a result of the evaluation process. The evaluation results are listed below.

Evaluation Criteria	Possible Points	EDT-THA ARC, LLC	Southeast Venture Design ,LLC	Studio A LLC	CCR Architecture & Interiors	DNA Workshop	Sherman Carter Barnhart Architects
Demonstrated Ability to Perform the work	20	19	14	17	19	18	17
Demonstrated Capability to provide Professional Services	20	18	16	18	19	18	17
Demonstrated Successful Past Performance	20	20	15	16	20	18	17
Demonstrated Experience/Past Performance	30	29	25	20	29	28	26
Quality of Proposal	10	10	9	9	10	10	9
TOTAL	100	95	79	80	97	92	88

ECONOMIC IMPACT

The economic impact as of yet is unknown because the services will be utilized on an “as-needed” basis and that cannot be predetermined at this time.

ATTACHMENTS

None.

HUNTSVILLE HOUSING AUTHORITY

ALTERNATIVES

None.

RECOMMENDATION

Authorize approval for the Executive Director/CEO/Contracting Officer to enter into an agreement with **CCR Architecture & Interiors** for the provision of architectural and engineering services.

Antonio McGinnis, Sr.

Terica Pope

Antonio McGinnis, Sr.
Executive Director/CEO

Terica Pope
Director of Housing Operations

7/15/2024

7/15/2024

Date

Date

Huntsville Housing Authority

Act on a Resolution Authorizing the Executive Director/CEO/Contracting Officer to Enter into an Agreement with CCR Architecture & Interiors for Architectural and Engineering Services

RESOLUTION NO. 2024 - 28

WHEREAS, HHA requires professional engineering and architectural services; and

WHEREAS, on April 25, 2024, the Authority solicited proposals from qualified professionals to provide architectural and engineering services to the Authority on an as needed basis; and

WHEREAS, three firms submitted responses dated May 28, 2024, from which the Authority selected **CCR Architecture & Interiors** through evaluation committee review; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer is authorized to enter into an agreement with **CCR Architecture & Interiors** for the provision of professional architecture and engineering services.

ADOPTED THIS 15th DAY OF July, 2024.

Leon D. Fountain, Chairman

SEAL

Attest:

Antonio McGinnis, Sr. Secretary

HUNTSVILLE HOUSING AUTHORITY

**Board of Commissioners' Meeting
Agenda Item
Control Document**

Date: July 15, 2024

HHA Staff Representative: Turkessa Coleman Lacey-Deputy Executive Director

Department: Development

Board of Commissioners' Meeting (Date): July 15, 2024 at 12:00 p.m.

Board Agenda Item(s):

1. Act on a Resolution Reauthorizing the Executive Director/CEO/Contracting Officer to Submit a Disposition Application to the Special Applications Center of HUD for the Excess Land at Gateway Place Development.

Approved by: Antonio McGinnis, Sr. / 7/15/2024
 Antonio McGinnis, Sr. / Date
 Executive Director/CEO/Contracting Officer

Department's Committee's Certification:

We have reviewed the above-referenced Board of Commissioners' agenda items, together with the related and supportive documents, and have found them satisfactory. We further concur with the Staff's recommendation to place them on the approved, final agenda to be presented to the Board for appropriate action with respect to the adoption of the resolution(s) approving and/or authorizing the execution of the said action(s).

HHA Board Committee Member: Leon D Fountain, Chairman Date: 07/15/2024

HHA Board Committee Member: Shaquila Willie, Vice Chairman Date: 07/15/2024

HHA Staff Member: Turkessa Coleman-Lacey Date: 07/15/2024

HUNTSVILLE HOUSING AUTHORITY

REQUEST FOR BOARD ACTION

RESOLUTION REAUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO SUBMIT A DISPOSITION APPLICATION TO THE SPECIAL APPLICATIONS CENTER OF HUD FOR THE EXCESS LAND AT THE GATEWAY PLACE DEVELOPMENT

July 15, 2024

INTRODUCTION

The Huntsville Housing Authority (HHA) seeks board approval to submit an application to HUD requesting approval to dispose of the excess, unused land at our Gateway Place Development. The Huntsville Housing Authority has determined we have no future use for this land.

PURPOSE/OBJECTIVE

To move forward with the sale of the excess land.

JUSTIFICATION/DESCRIPTION

The Special Application Center requires evidence of specific authorization of any PHA disposition request (Form HUD-52860) through a Board Resolution.

ECONOMIC IMPACT

None.

ATTACHMENTS

None.

RECOMMENDATION

The Executive Director/CEO/Contracting Officer recommends that this resolution be approved.

Antonio McGinnis, Sr.

Turkessa Coleman-Lacey

Antonio McGinnis, Sr.
Executive Director/CEO

Turkessa Coleman-Lacey
Deputy Executive Director

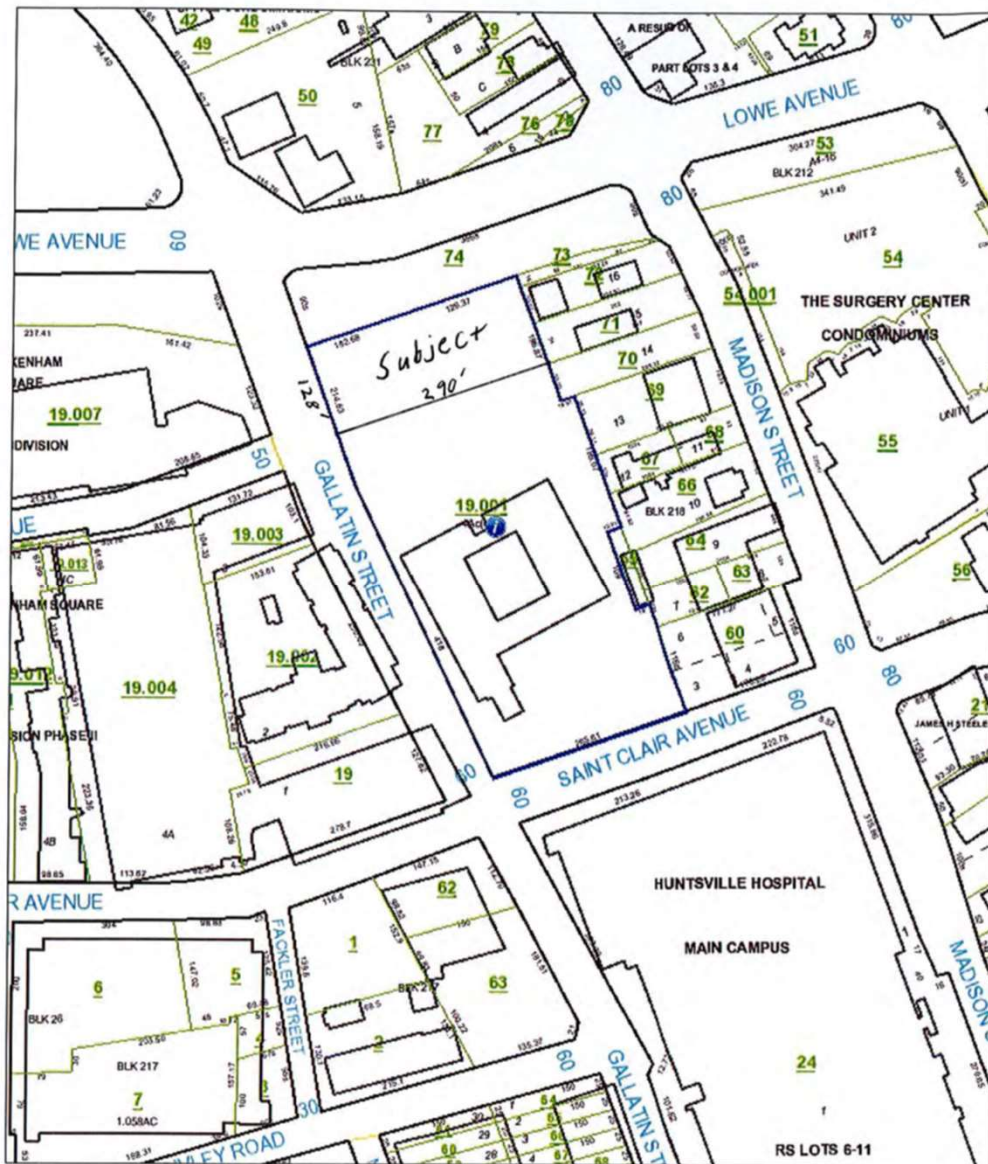
7/15/2024

7/15/2024

Date

Date

CURRENT PHYSICAL CONDITION



HUNTSVILLE HOUSING AUTHORITY

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR/CEO/CONTRACTING OFFICER TO SUBMIT A DISPOSITION APPLICATION TO THE SPECIAL APPLICATIONS CENTER OF HUD FOR THE EXCESS LAND AT OUR GATEWAY PLACE DEVELOPMENT

RESOLUTION NO.: 2020-37

WHEREAS, the Huntsville Housing Authority is requesting approval to submit a disposition application for the excess land at our Gateway Place development as we have no future use for it; and

WHEREAS, HUD requires that any PHA seeking approval for disposition of public housing property maintain specific authorization to submit an application evidenced by a Board Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer be authorized to sign and submit the application and certifications required in the Disposition application for the excess, unused land at Gateway Place.

ADOPTED THIS 21ST DAY OF SEPTEMBER, 2020.


Dr. Delmonize Smith, Chairman

SEAL

Attest:


Antonio McGinnis, Sr., Secretary

HUNTSVILLE HOUSING AUTHORITY

**ACT ON A RESOLUTION REAUTHORIZING THE EXECUTIVE
DIRECTOR/CEO/CONTRACTING OFFICER TO SUBMIT A DISPOSITION APPLICATION
TO THE SPECIAL APPLICATIONS CENTER OF HUD FOR THE EXCESS LAND AT
GATEWAY PLACE DEVELOPMENT**

RESOLUTION NO.: 2024-29

WHEREAS, the Board of Commissioners, on the 21st day of September, 2020, adopted a resolution authorizing the Executive Director/CEO/Contracting Officer to submit a disposition application to the Special Applications Center of HUD for the excess land at our Gateway Place development; and

WHEREAS, the Huntsville Housing Authority continues to work on certain aspects of said HUD disposition application; and

WHEREAS, HUD is now requiring an updated resolution authorizing the submission of said HUD disposition application; and

WHEREAS, the Huntsville Housing Authority is requesting reauthorization of said disposition application for the excess land at our Gateway Place development as we have no future use for it.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Huntsville Housing Authority that the Executive Director/CEO/Contracting Officer be reauthorized to sign and submit the application and certifications required in the Disposition application for the excess, unused land at Gateway Place.

ADOPTED THIS 15TH DAY OF JULY, 2024.

Leon Fountain, Chairman

SEAL

Attest:

Antonio McGinnis, Sr., Secretary