



P.O. Box 5327 • 5700 R Street • Lincoln, NE 68505

REQUEST FOR PROPOSALS

PROJECT: Pedersen Garage Door Replacement - 2022
Scattered Sites
Lincoln, Nebraska

OWNER: Lincoln Housing Authority
5700 "R" Street
Lincoln, Nebraska 68505

ARCHITECT: Bob Goggins, Development Coordinator
Lincoln Housing Authority
P. O. Box 5327, 5700 "R" Street
Lincoln, Nebraska 68505
Telephone: 402-434-5558
E-mail: bob@l-housing.com

DATE: November 29, 2022

JOB NUMBER CFP-2022-09

GENERAL INFORMATION:

Please provide a proposal of a lump sum fixed cost to remove and replace existing overhead garage doors at 23 sites per following conditions, specifications, site list, and drawings.

Lincoln Housing Authority standard purchase order conditions including Davis Bacon minimum wages (see attached) will apply.

Please submit proposal in contractor's standard format by Thursday, December 15, 2022, at 5:00 P. M.

If LHA accepts contractor's proposal and issues a purchase order, Submit forms required by the following "Terms & Conditions" prior to start of any work.

Purchase Order Terms & Conditions: The written agreement shall be a Lincoln Housing Authority purchase order. Payment will be made in one lump sum after all work is completed. The following conditions shall apply to the agreement:

1.) It is the responsibility of the Contractor to ensure that all items/services provided under this Contract are provided in compliance with all applicable Federal, State and local laws, statutes and codes.

2.) The Contractor acknowledges and understands that the Lincoln Housing Authority is exempt from all State and local sales tax. The Authority will provide the Contractor with a copy of State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Authority shall appoint the Contractor a purchasing agent. In turn, the Contractor shall submit to each subcontractor and materials supplier, State Department of Revenue Form 13, "Nebraska Resale or Exempt Sales Certificate", which shall allow them to purchase materials exempt from sales tax.

3.) If the Contractor has not previously contracted with the Lincoln Housing Authority, the Contractor acknowledges and understands that he/she will furnish and deliver to the Housing Authority an executed Internal Revenue Service Form W-9 prior to any payment under the Contract.

4.) The Contractor acknowledges and understands that under Nebraska law, he/she is not entitled to file a non-consequential lien against the Lincoln Housing Authority's personal or real property pertaining to the items/services detailed in the Contract.

5.) Termination for Cause and for Convenience:

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

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

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

Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Executive Director of the Lincoln Housing Authority.

6.) The Contractor acknowledges and understands that he/she will furnish and deliver to the Lincoln Housing Authority current proof of insurance in the form specified. (Prior to doing any work on LHA property.)

7.) The Contractor acknowledges and understands that if he/she is an Independent Contractor, the Authority will register the Contractor as a New Hire on www.ne-newhire.com. as required under Nebraska Statute 48-2301 for the purposes of facilitating the collection of child support.

8.) The Contractor acknowledges and understands that he/she meets the definition of a "Public Contractor" for the purposes of Nebraska Revised Statutes, Chapter 4, 4-114, and he/she will furnish and deliver to the Lincoln Housing Authority an executed Lincoln Housing Authority E-Verify Certification. (Prior to doing any work on LHA property.)

9.) By submitting a bid or cost proposal, the Contractor acknowledges and understands that under Nebraska law, he/she is not entitled to file any construction lien against the real estate owned by the Lincoln Housing Authority for or pertaining to the work, materials or equipment detailed in the contract or purchase order. The Contractor also agrees to include this same disclosure in any subcontracts with subcontractors or suppliers related to the bid or cost proposal. For only those construction contracts for which the contract sum is greater than \$10,000, in order to protect the rights of your suppliers and subcontractors to be paid as set out in Neb. Rev. Stat. Sections 52-118.01 and 52.118.02, the Contractor acknowledges and understands that he/she will furnish and deliver to the Lincoln Housing Authority a Labor and Material Payment Bond and the cost of said bond is to be included in the bid or cost proposal.

10.) For construction contracts, the Contractor acknowledges and understands that under the provisions of the Toxic Substances Control Act, effective April 22, 2010, all contractors who disturb painted surfaces in pre-1978 housing must be a U.S. Environmental Protection Agency recognized "Certified Renovator" unless the property meets one of the exceptions (i.e., property tested negative for lead paint, not a child occupied facility, etc.).

11.) For construction contracts only greater than \$10,000, the Contractor acknowledges and understands that the Equal Employment Opportunity clause, as stated in Executive Order 11246, is incorporated into the Contract by reference. The Contractor (a) certifies to the Lincoln Housing Authority that he/she is an Equal Employment Opportunity Employer and does not discriminate in his/her hiring or work practices; (b) shall comply with the provisions of Executive Order 11246, as amended, and the implementing regulations 41 CFR60; and (c) shall deliver to the Lincoln Housing Authority a completed Standard Form 100 Equal Employment Opportunity.

12.) Economic Opportunities for Low Income Persons. The work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968. The Contractor acknowledges that

he/she will be asked to report job training or employment opportunities provided to low-income persons.

13.) Examination and Retention of Contractor's Records. The Lincoln Housing Authority, (and if this purchase is made with Federal funds, the U.S. Department of Housing & Urban Development and the Comptroller General of the United States), or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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

15.) Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed, in other words, the 2003 International Energy Conservation Code.

16.) Procurement of Recovered Materials

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

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

17.) Davis Bacon Wage Restrictions: Federal funds will be used for this project. Please see the attached Article 17 Labor Standards – Davis-Bacon and Related Acts and the attached Wage rate.

Insurance: Before starting any work, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage listed below, or greater if required by law, is in force. Contractor shall maintain the specified insurance coverage until all obligations under this Contract are satisfied. Failure to do so shall constitute material breach of this Contract upon which the Owner may immediately terminate the Contract. Insuring company must be lawfully authorized to do business in the State of Nebraska and rated at least A-VII in the current Best Company ratings. Evidence of rating must be provided along with the certificate of insurance. The Contractor’s insurance certificate shall list The Housing Authority of the City of Lincoln, its officers, officials, agents, employees and volunteers as Additional Insureds. If, by the terms of this insurance, any mandatory deductibles are required, the Contractor shall be responsible for payment of mandatory deductibles in the event of a paid claim.

1.	General Liability:	
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$ 0
	Medical Expense (Any one person)	\$ 0
	Personal & Advertising Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products Completed/Operations Aggregate	\$2,000,000
2.	Automobile Liability:	
	Combined Single Limit	\$ 500,000
	or	
	Bodily Injury (Per person)	\$ 250,000
	Bodily Injury (Per accident)	\$ 500,000
	Property Damage (Per accident)	\$ 100,000
3.	Umbrella Liability/Excess Liability:	
	Each Occurrence	\$ 0
	Aggregate	\$ 0
4.	Worker’s Compensation & Employer’s Liability:	
	Worker’s Compensation	Statutory
	E.L. Each Accident:	\$ 500,000
	E.L. Disease (Each employee)	\$ 500,000
	E.L. Disease (Policy limit)	\$ 500,000

17. Labor Standards - Davis-Bacon and Related Acts**(a) Minimum Wages.**

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (b) The classification is utilized in the area by the construction industry; and
- (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not

individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

- (h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) **Certification of Eligibility.**
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (l) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.
- (m) **Non-Federal Prevailing Wage Rates.** Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
 - (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
 - (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

"General Decision Number: NE20220002 02/25/2022

Superseded General Decision Number: NE20210002

State: Nebraska

Construction Type: Residential

County: Lancaster County in Nebraska.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<p>Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</p>
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<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</p>
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

* SUNE1985-002 03/01/1985

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 8.00	**
CARPENTER.....	\$ 8.30	**
Cement Mason/Finisher.....	\$ 8.56	**
Drywall Work		
Finisher & taper.....	.\$ 7.57	**
Hauler, scrapper, stocker...	\$ 7.25	**
Sheet rock hanger.....	\$ 9.00	**
ELECTRICIAN.....	\$ 7.93	**
Insulator.....	\$ 7.25	**
LABORER.....	.\$ 7.25	**
PAINTER.....	\$ 7.57	**
PLUMBER/PIPEFITTER.....	\$ 9.00	**
Power equipment operators:		
Backhoe operator.....	\$ 8.17	**
Bulldozer operator.....	\$ 8.98	**
Front end loader.....	\$ 9.12	**
Grader.....	\$ 9.93	**
Roller.....	\$ 9.18	**
Scraper.....	\$ 10.00	**
Tractor operator.....	\$ 7.25	**
ROOFER.....	\$ 7.73	**
Sheet metal worker.....	\$ 8.59	**
TRUCK DRIVER.....	\$ 7.25	**

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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SPECIFICATIONS SECTION 02 41 19 - SELECTIVE DEMOLITION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Selective removal and subsequent off-site disposal of existing construction including, but not necessarily limited to:

- 1) Removal of existing overhead garage doors, tracks, and other items to be replaced;
- 2) All other items which must be removed to complete work as described in the Drawings and these Specifications.

1.2 JOB CONDITIONS

1.2.1 Occupancy: Owner's Tenants will occupy buildings immediately adjacent to areas of selective demolition. Conduct selective demolition work in a manner that will minimize the need for disruption of Owner's Tenant's normal operations. Coordinate with Owner to schedule demolition activities.

1.2.2 Condition of Structures: Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of commencement of contract will be maintained by Owner insofar as practicable; however, variations may occur.

1.2.3 Salvageable Items: All removed material shall be removed from the site for disposal or Contractor's salvage. Contractor's storage or sale of removed items on site will not be permitted.

1.2.4 Utility Services: Maintain existing utilities to remain. Keep in service and protect against damage during demolition.

1.3 PRODUCT HANDLING

1.3.1 Protection: Provide temporary barricades and other forms of protection as required to protect Owner's Tenants and general public from injury due to selective demolition work. Use all means necessary to protect all items and construction to remain, including but not limited to flagging and barricades.

1.3.2 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART TWO - PRODUCTS

PART THREE - EXECUTION

3.1 INSPECTION

Prior to all work of this Section, inspect areas in which work will be performed. Photograph existing conditions of structure, surfaces, equipment, or
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surrounding properties that could be misconstrued as damage resulting from selective demolition work; file with Architect prior to starting work.

3.2 PREPARATION

Erect and maintain barricades as required to prevent persons from entering and falling in areas where items are removed.

3.3 DEMOLITION

3.3.1 Scheduling: Coordinate removal and replacement to comply with Lincoln Housing Authority tenant notification requirements. Notify Tenant and Architect at least two days before beginning work on each site, by posting notice form provided by LHA.

3.3.2 If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of conflict. Submit report to Architect in written, accurate detail. Pending receipt of directive from Architect, rearrange selective demolition schedule as necessary to continue overall job progress without delay.

3.4 CLEANUP

3.4.1 Disposal of Demolished Materials: Remove debris, rubbish, and other materials resulting from demolition operation from building site. Transport and legally dispose off site. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution. Burning of removed materials is not permitted on project site.

3.4.2 Final Cleanup: Upon completion of demolition work, remove tools, equipment, and demolished materials from site.

END OF SECTION

SECTION 08 36 13 - OVERHEAD DOORS

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Provide all steel sectional overhead doors complete, in place, as indicated on the Drawings, specified herein or needed for a complete and proper installation.

1.2 QUALITY ASSURANCE

1.2.1 Qualifications of manufacturer: Products used in the work of this Section shall be produced by manufacturers regularly engaged in the manufacture of similar items and with a history of successful production acceptable to the Architect.

1.2.2 Qualifications of installers: Use skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section

1.3 SUBMITTALS

1.3.1 General: Comply with provisions of Section 01 33 01.

1.3.2 Manufacturers' data: Provide submittals including the following information:

- 1) Complete materials list of all items proposed to be furnished and installed under this Section;
- 2) Shop Drawings showing elevations and details of doors, frames, construction, installation and anchorage.

1.4 PRODUCT HANDLING

1.4.1 Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.

1.4.2 Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

1.5 GUARANTEE

The manufacturer shall warrant all materials and fabrication workmanship to be free of defects under normal use, for a period of one year.

PART TWO - PRODUCTS

2.1 GENERAL

Provide each sectional overhead door as a complete unit produced by one manufacturer, including hardware, accessories, mounting and installation components.

2.2 APPROVED MANUFACTURERS

Approved manufacturers and products shall be as follows, or shall be an equal product approved in advance of the bid by the Architect, in accordance with the provisions of Section 01 63 00 of these Specifications:

- 1) Overhead Door Corporation.
- 2) Amarr.
- 3) Raynor.
- 4) Clopay.
- 5) Wayne Dalton.

2.3 ATTRIBUTES OF CONSTRUCTION

Doors shall conform to the following attributes of construction:

- 1) Door sections: 2" thick, embossed panels formed from 26 gauge minimum thickness galvanized steel.
- 2) End and intermediate stiles: 16 gauge galvanized steel minimum.
- 3) Finish: Factory applied, baked-on prime coat in color "White".
- 4) Insulation: Full thick core of polystyrene with an average R factor of 7.40. Back panel shall be galvanized steel, 26 ga. minimum.
- 5) Weatherstripping: Vinyl bulb at bottom rail and vinyl leaf at jambs and head.
- 6) Track: 2" hot-dipped galvanized 18 gauge minimum vertical and 16 gauge minimum horizontal with all required brackets, supports and reinforcements. Field verify conditions prior to bid.
- 7) Counterbalance mechanism: Torsion spring for manual operation.
- 8) Operation: Manual with pull down rope, pull handles and step plates.
- 9) Hardware: Furnish torsion spring counterbalance, nylon or equivalent rollers on galvanized steel shafts, hot-dipped galvanized hinges and keyed lock.

2.4 OTHER MATERIALS

All other materials, not specifically described but required for a complete and proper installation, shall be selected by the Contractor, subject to approval of the Architect.

PART THREE - EXECUTION

3.1 INSPECTION

Examine the area and conditions under which work of this Section will be applied. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

3.2.1 General: Install all doors in complete accordance with the manufacturer's recommendations, approved Shop Drawings and with the original design as shown on the Drawings. Install doors plumb, level and square, and to seal tightly.

3.2.2 Removal: Remove existing garage doors and wood door stop. Take care to protect existing trim cladding and other construction to remain. All removed doors and door components shall be removed from the site for disposal or Contractor's salvage. Contractor's storage or sale of removed items on site shall not be permitted.

3.2.3 Anchoring: Firmly anchor tracks to supporting framework at not less than 24" O.C. to ensure positive attachment of door assembly for long life under hard use. Provide all bracing and reinforcing necessary for a rigid installation of the track and the door operating equipment.

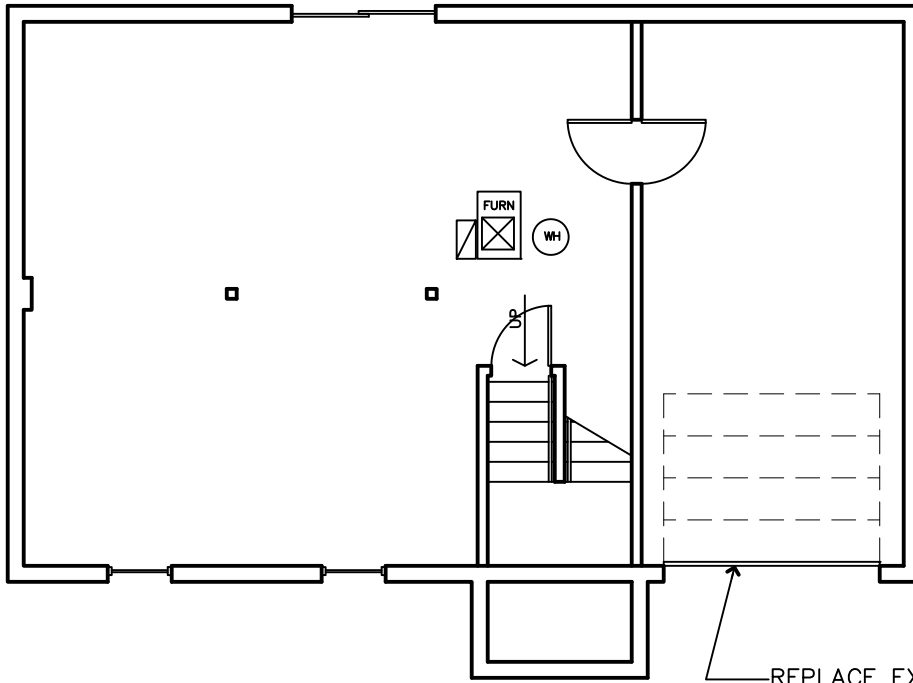
3.2.4 Adjustment: Upon completion, lubricate, test and adjust door assembly to operate easily, free from warp and distortion and to fit tightly against all weathering. Adjust latch to engage when door reaches lowest position and to release with minimum effort on the latch handle.

END OF SECTION

SITE LIST

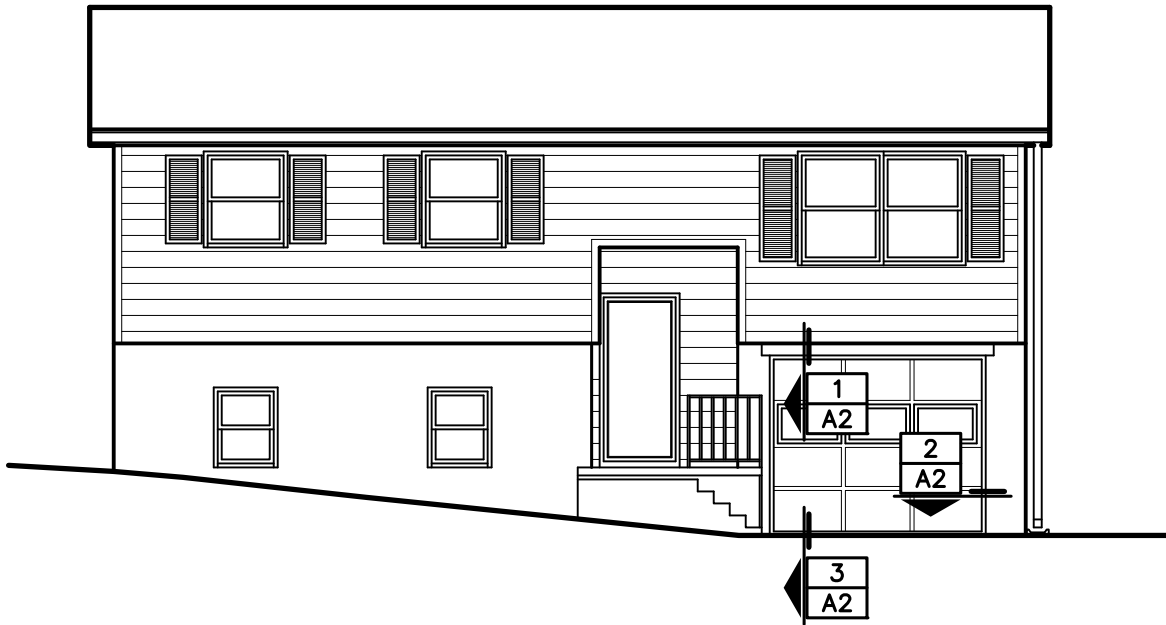
No.	Site	Drawing	Remarks
1	131 W. SAUNDERS	A1	
2	740 W. WASHINGTON	A1	
3	900 W. SAUNDERS	A1	
4	901 W. DAWES	A1	
5	910 STARVIEW	A1	
6	931 N. 38TH	A1	
7	1120 VALE	A1	
8	1130 ADAMS	A1	
9	2600 S. 41ST	A1	
10	2601 S. 41ST	A1	
11	3121 LEWIS	A1	
12	3531 T ST	A1	
13	4120 PIONEERS	A1	
14	4321 LEWIS	A1	
15	4322 N. 11TH	A1	
16	4610 KNOX	A1	
17	4742 N. 71ST	A1	
18	5031 WOODLAND	A1	
19	5346 BANCROFT	A1	
20	5734 FREMONT	A1	
21	6950 GARLAND	A1	
22	7120 STANTON	A1	
23	7135 STANTON	A1	

END OF SITE LIST

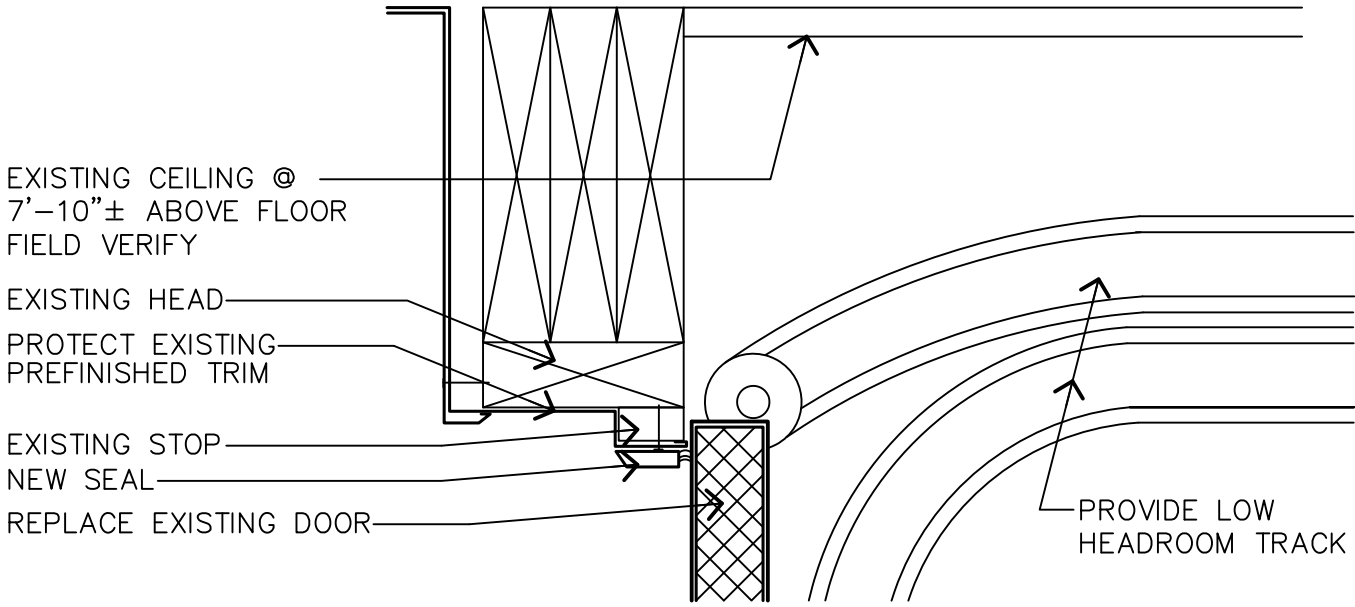


REPLACE EXISTING
9'-0" X 6'-6"
OVERHEAD DOOR

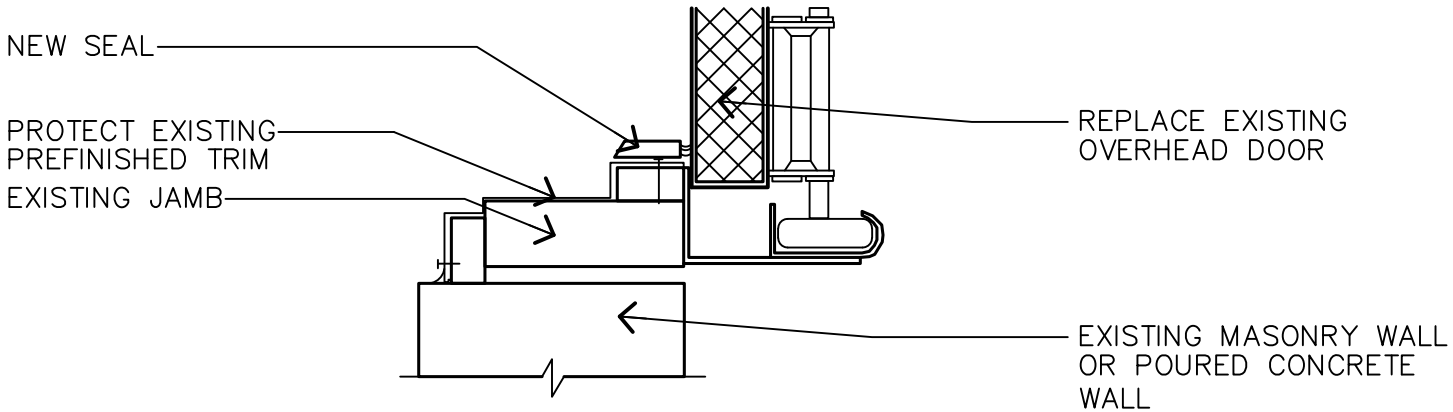
 LOWER LEVEL PLAN
SCALE: 1/8" = 1'-0" 0 4' 8' 12'



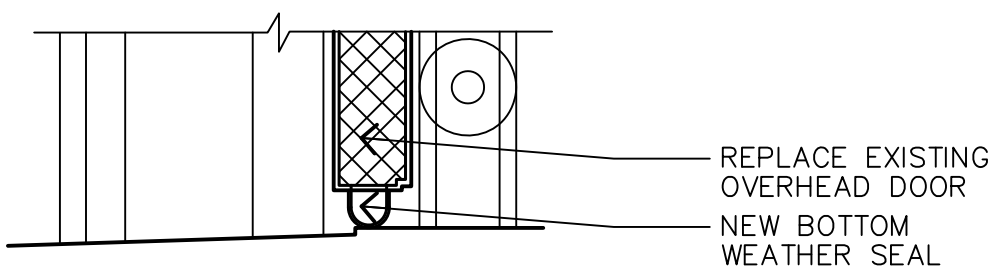
 FRONT ELEVATION
SCALE: 1/8" = 1'-0" 0 4' 8' 12'



1 GARAGE DOOR HEAD
NO SCALE



2 GARAGE DOOR JAMB
NO SCALE



3 GARAGE DOOR SILL
NO SCALE