

PROJECT MANUAL  
including specifications  
for the construction of

## **HALL WINDOW REPLACEMENT - 2025**

Scattered Sites  
Lincoln, Nebraska

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

DEVELOPMENT  
COORDINATOR: Bob Goggins  
Lincoln Housing Authority  
5700 "R" Street  
Lincoln, NE 68505  
  
Telephone 402-429-9616

DATE: December 26, 2024

PROJECT NUMBER: CFP-2023-01



## **REQUEST FOR PRICE QUOTES**

**PROJECTS:** **HALL WINDOW REPLACEMENT 2025**  
Hall Housing Units at 23 scattered Sites  
Lincoln, Nebraska

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

**DEVELOPMENT:** Bob Goggins  
**COORDINATOR** Lincoln Housing Authority  
P. O. Box 5327, 5700 "R" Street  
Lincoln, Nebraska 68505  
Telephone: 402-429-9616  
E-mail: bob@l-housing.com

**DATE:** December 26, 2024

**JOB NUMBER** CFP-2023-01

### **PROJECT DESCRIPTION**

Projects consist of:

1. Removal of existing aluminum clad pocket windows and original window frames and installation of new vinyl replacement windows.

Work to be performed at 23 scattered sites in Lincoln, Nebraska, per the following conditions, specifications, and drawings.

Form of Contract will be LHA Contract adapted from HUD 4238-F.

Davis Bacon minimum wages (see attached) will apply.

Please submit proposals for basement window replacement in contractor's standard format by Tuesday, January 14, 2025, at 5:00 P. M.

A Pre-Bid Conference will be held Thursday January 2, 2025, at 3:30 P.M. Interested contractors are invited to meet at 5540 Greenwood, Lincoln NE and access will be provided to a representative unit.

The bidding documents may be examined at:

1. Lincoln Housing Authority Website:  
<http://l-housing.com/Vendors.html>  
Under the heading "Bid Opportunities ".
2. Lincoln Builders Bureau  
<http://buildersbureau.com/ipin/MainLogin.asp>  
Suite C, 5910 South 58th Street Lincoln, NE 68516

If LHA accepts contractor's proposal and issues a purchase order, Submit the following prior to start of any work:

Non-Collusive Affidavit (if proposal price is over \$50,000)  
Previous Participation (if proposal price is over \$50,000)  
Certificate and Release  
Insurance Certificate  
Equal Employment Opportunity Form (if contract greater than \$10,000)  
E-Verify Certification (if contractor/firm has employees)  
IRS Form W-9 (if contractor has never worked for LHA)  
Nebraska New Hire Reporting Form (if independent contractor who has not worked for LHA in the past 90 days)

#### **SECTION 01 00 00 - GENERAL**

1. Proposal: Provide quote on Contractor's standard form. Provide pricing to conduct demolition of existing windows and installation of new vinyl replacement windows as shown on the attached Drawings. Proposal shall reference this Request for Price Quote document. Please submit proposal by **Tuesday, January 14, 2025, at 5:00 P. M.**
2. Review of Site and Documents: Determine that the Work can be executed as shown on the Drawings and in the Specifications. Notify the Development Coordinator immediately of any discrepancies. If any errors or omissions are found in the Drawings or any other documents during bidding or construction, the Contractor shall notify the Development Coordinator and request clarification before proceeding with the Work.

3. **Insurance:** **Before starting any work**, the Contractor shall furnish LHA with a certificate of insurance showing the minimum insurance coverage as attached below is in force.

4. **Contractors Responsibility for Work:** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

Protect the Work, adjoining property, and the public. The Contractor shall be responsible for any and all damage or injury due to his acts or neglect. Furnish all such repair work to rectify any damage at no extra cost to the Owner.

5. **Tenant Notice:** The Contractor shall notify affected tenant and the LHA Development Coordinator (Corby Renard at 402-326-2916) at least 48 hours prior to the commencement of the work at the site.

6. **Construction Schedule:** Coordinate with Development Coordinator to schedule work.

**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

# General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0157 (exp. 11/30/2023)

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## See Page 7 for Burden Statement

**Applicability.** The following contract clauses are applicable and must be inserted into **small construction/development contracts, greater than \$2,000 but not more than \$250,000.**

### 1. Definitions

Terms used in this form are the same as defined in form HUD-5370

### 2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

### 3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

### 4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if —
  - (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
  - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

### 5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract

### 6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract.

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ \_\_\_\_\_ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

## 7. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

do not change the rights or responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

## 8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

(1) In the specifications (including drawings and designs);

(2) In the method or manner of performance of the work;

(3) PHA-furnished facilities, equipment, materials, services, or site; or,

(4) Directing the acceleration in the performance of the work (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) Many change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

(1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

#### 9. Examination and Retention of Contractor's Records

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

#### 10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 11. 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.

#### 12. 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

#### 13. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 75)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04).



- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### 14. 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

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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.

(1) 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.

**Public reporting burden for this collection of information is estimated to average 1 hour. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 7575. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in so licitations to provide necessary contract clauses. If the form were not used, PHAs would be unable to enforce their contracts.. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.**

**SUPPLEMENTARY CONDITIONS AND SPECIAL CONDITIONS**

1. General: The "General Conditions" for this Contract are found in HUD Form, General Contract Conditions for Small Construction/Development Contracts HUD-5370-EZ (1/2014). The following supplements modify, change, delete from or add to the General Conditions. Where any article of the General Conditions is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary and Special Conditions, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

2. Add to Article 1. a sentence reading "The term "PHA" means the Housing Authority of the City of Lincoln, of Lincoln, Nebraska."

3. Revise Article 6. "Insurance", (a) to read as follows:

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. **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:

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

4. Revise Article 6. "Insurance", (b), to read as follows:

(b) The Contractor will not be required to furnish Builder's Risk insurance on behalf of the Owner.

If not covered by other insurance, the Owner's existing property insurance coverage policy covers materials, equipment, supplies and temporary structures, on or within 1,000 feet of the work site intended and designated for use in the project work or already installed in place.

Owner shall indemnify and hold contractor and its subcontractors (if any) harmless from and against any and all liability or loss arising out of or attributable to damage or destruction of work under construction, alterations, or repair including damage or destruction of materials, equipment, supplies and temporary structures on or within 1000 feet of the work site.

The Owner will be responsible for the satisfaction of any deductible except in the instance where the loss is due to negligence on the part of the Contractor.

5. Revise Article 8. "Changes", add a Paragraph (k) to read as follows:

(k) For all changes, overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces: 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor: 5 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractors own forces: 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors: 5 percent of the amount due the Sub-subcontractor.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a **complete** itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in detail to the approval of the Architect. Where major cost items are Subcontracts they shall be itemized also. In no case will a change be approved without such itemization."

NOTE: ALL OF THE FOLLOWING SPECIAL CONDITIONS SHALL BE ADDED

7. Contractors Responsibility for Work:

- (a) The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
- (b) The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- (c) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, HUD, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.
- (d) In claims against any person or entity indemnified under this Article 6. by an employee of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- (e) The obligations of the Contractor shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, Construction Change Directives, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

8. Shop Drawings: All Shop Drawings are to be submitted to and approved by the Architect in accordance with Specifications Section 01 33 01. Shop Drawings shall be submitted to the Architect in the quantities described in Specifications Section 01 33 01.
  
9. Architect's Duties, Responsibilities, and Authority:
  - (a) The Architect shall interpret and decide on matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
  - (b) The Architect shall not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.
  
10. Specifications and Drawings:
  - (a) If any errors or omissions are found in the Contract documents, notify the Architect, in writing, of such error or omission and request clarification before proceeding with the Work.
  - (b) Abide by and comply with the true intent of the Contract Documents and do not take advantage of any unintentional error or omission. Fully complete every part of the Work in accordance with the true intent and meaning of the Contract Documents as decided by the Architect.
  - (c) If the work is shown or specified in a manner, which in the opinion of the Contractor, is contrary to good practice or recognized procedures, advise the Architect and request clarification before proceeding. If the Contractor fails to so advise the Architect of his opinion, no excuse will thereafter be considered for failure to produce satisfactory work.
  - (d) Numerical dimensions, in all cases, are to be followed in preference to direct scale measurements of the Drawings. All repeated features throughout must be constructed alike, although drawn in detail only once. All indications of materials, etc., shall be understood to apply to all similar features throughout.



11. Construction Schedule:

- (a) No work of a loud nature shall be commenced prior to 8:00 AM or continued after 5:00 PM. Work shall be on week days only, no work shall be permitted on Saturdays or Sundays or major holidays as determined by LHA.
- (b) Contractor shall schedule work to comply with Owner's tenant notification policy. LHA as Owner will send a general notice to all tenants affected by this project. The Contractor shall notify each tenant and the LHA Project Coordinator (Bob Goggins at 402-429-9616) at least 48 hours prior to the commencement of the work at each site. Should a tenant refuse access to a site, the Owner shall send staff to the site to provide access for the Contractor.
- (c) **No site shall be started and not fully completed for more than three (3) calendar days.** (Placement of materials on a site shall constitute start of work.) Contractor shall strictly adhere to the provisions of this paragraph and shall be liable for any and all damage caused to Owner or Tenants by failure to comply.
- (d) Do not remove windows if outside air temperature is below 50 degrees Fahrenheit.

12. Material and Workmanship:

- (a) Bidders shall include in their Bid the cost of all applicable taxes. Housing Authority of the City of Lincoln is a tax exempt organization. The Contractor shall pay no sales taxes for the Work or portions thereof. The Owner will provide State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Owner 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.

13. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements:

- (a) Contractor's shall limit their use of the sites to the immediate area around the area requiring work. No access shall be permitted into the individual dwelling units. The Contractor shall provide for his own water and sanitary requirements. All vehicles or trailers shall remain on the public streets and driveways. Contractor shall restore all damaged paving and lawn areas to original or better condition. No storage will be provided by the Owner. Materials and equipment required at individual unit site in quantities required for the work at that unit may be stored on that site subject to the time limitations of Paragraph "11c" above.

- (b) Contractor shall store materials off site until installation begins. No payment will be made for materials stored off site.
- (c) The Contractor shall protect existing items to remain and adjacent property from damage and injury, due to his operations and the operations of his subcontractors. He shall take all reasonable precautions to prevent damage, injury or loss to streets, curbs, drives, walks, utilities, lawns, plantings and structures, etc. 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. Use all means necessary to protect the materials required for the Work, before, during and after installation. Protect stored materials or partially installed materials from vandals, weather damage, etc. until all work is completed.

14. Guarantees: If, within the one year warranty period from Final Payment or within any other guarantee period specified, repairs or corrections are required in connection with guaranteed work which, in the opinion of the Architect, is rendered necessary as the result of the use of materials or workmanship which are defective or nonconforming in accordance with the Contract, the Contractor shall promptly, upon receipt of notice from the Architect or Owner:

1. Place in satisfactory condition, in every particular, all such guaranteed work and correct all defects therein.
2. Correct all damage to the building, site, equipment or contents thereof which, in the opinion of the Architect, is the result of defective or nonconforming materials or workmanship.
3. Correct any damage to materials, equipment or contents within the building or on the site which are disturbed in fulfilling all guarantees.

Nothing herein intends or implies that the guarantee shall apply to work which has been abused or neglected by the Owner or his successor in interest.

The Contractor shall deliver all written guarantees and certifications to the Architect before the issuance of the Final Certificate of Payment.”

Upon request by the Owner and prior to the expiration of one year from the date of Final Payment, the Contractor shall attend a meeting with the Owner to review the Work.

END OF SUPPLEMENTARY AND SPECIAL CONDITIONS

"General Decision Number: NE20240002 01/05/2024

Superseded General Decision Number: NE20230002

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)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 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 2024.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number            Publication Date  
                                   0                           01/05/2024

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 \*\*

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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The body of each wage determination lists the 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.

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#### 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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END OF GENERAL DECISION"



**SECTION 01 10 61 - HUD REQUIREMENTS****PART ONE - GENERAL**

## 1.1 DESCRIPTION

1.1.1 Work included: HUD requirements applicable to this Work include, but are not necessarily limited to:

- 1) Wage requirements;
- 2) Equal Employment Opportunity requirements;
- 3) Apprenticeship; Health and Safety; and Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area requirements;
- 4) Verification that all subcontractors and workmen are eligible to work on a federally funded project;
- 5) Section 3 requirements;
- 6) Construction Schedule requirements.

## 1.2 SUBMITTALS

Make all submittals in complete accordance with HUD directions and requirements.

**PART TWO - PRODUCTS**

## 2.1 APPLICABLE OR REQUIRED FORMS

2.1.1 Wage determination decision: A copy of the applicable General Wage Determination Decision is attached in the sample forms section.

2.1.2 Employee Rights Posters: Posters to be posted on site are available in pdf format at <http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf> (English) and at <http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf> (Spanish). Copies are attached in the sample forms section.

2.1.3 Payroll format: Department of Labor form WH-347 or any other type of payroll as long as it contains **all** of the information that is required on the WH-347. Form WH-347 is available in fillable pdf format at [www.pdfFiller.com/en/project/18420869.htm?form\\_id=100016057](http://www.pdfFiller.com/en/project/18420869.htm?form_id=100016057) . A copy is included in the sample forms section.

2.1.4 Equal opportunity, apprenticeship, health and safety: Requirements are stated in "General Conditions for Construction Contracts - Public Housing Programs HUD-5370 (1/2014)", Article 46. "Labor Standards – Davis-Bacon and Related Acts", a copy of which is bound in this Project Manual.

2.1.5 On-site interviews: Contract administrator will use form HUD-11 to interview workman. A copy is included in the sample forms section.

## **PART THREE - EXECUTION**

### **3.1 WAGE REQUIREMENTS**

3.1.1 General: The General Contractor and Subcontractors will be required to certify that all mechanics and laborers, employed in the construction of this Project, have been paid not less than the prevailing wage rates required in the applicable General Wage Determination Decision, including all modifications and supersedes decisions published by the U.S. Department of Labor. The Contractors shall submit weekly payroll records and other such information as required, to determine compliance with the requirements stated in Article 46 of "General Conditions for Construction Contracts - Public Housing Programs HUD-5370 (1/2014)" (Copy attached) or as otherwise required by HUD.

3.1.2 Posters: The prime contractor will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of the Department of Labor Davis-Bacon poster titled Employee Rights under the Davis-Bacon Act (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. If any workman on site is not fluent in English but speaks Spanish, Contractor shall post a copy of Employee Rights in Spanish. Posters may be laminated in clear plastic and posted on a portable sign, outside of a trade van regularly on site, side of a dump trailer regularly on site, or other surface approved by LHA staff.

3.1.3 On-site interviews: LHA staff will interview some of the workmen on site in order to obtain information to fill out form HUD-11 (see examples in Sample Forms). If workmen do not speak sufficient English to understand and answer these questions in English, it shall be the **Contractor's responsibility to provide an interpreter** on site at all times work is being performed. Contract administrator may conduct on-site interviews at any time workmen are on site.

3.1.4 Weekly payroll records: For each week that work is performed, each subcontractor and the general contractor shall submit a weekly certified payroll report (CPR) beginning with the first week work is performed on the project and for every week thereafter until the work is complete. Number all payroll reports beginning with the #1 and clearly mark last payroll for the project "Final". If no work is performed in a week, submit a form marked "no work" or provide a clear signed statement that no work was performed that week. If workman are paid fringe benefits, an itemization of those benefits for each workmen shall be submitted with the first payroll. Submit payroll information per form WH-347. If form WH-347 is not used, all the same information including signed certification in exactly the WH-347 language shall be provided. Failure to include information may cause a delay in payment. Information in conflict with on-site interview information may cause a delay in payment. Contract administrator will request

revised submittals if not satisfied that previous submittals are complete and accurate.

3.1.5 Payroll review and submission: The prime contractor shall review each subcontractor's payroll reports for compliance prior to submitting the reports to the contract administrator. The prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All payroll reports for any project must be submitted to the contract administrator through the prime contractor. Weekly payroll reports shall be submitted weekly within seven (7) days of the end of the week reported. Contract administrator may delay payment by the same amount as the delay for the most overdue payroll report for the month for which payment is requested. Only complete and correct payroll submissions will be accepted.

3.1.6 Payroll retention: Every contractor (including each subcontractor) must keep a complete set of their own payrolls and other basic records such as employee addresses and full SSNs, time cards, tax records, evidence of fringe benefit payments, for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

3.1.7 Payroll inspection: Every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

### 3.2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES

Prime contractor shall check the wage rate before any work starts. If work classification(s) needed for this project do not appear on the wage decision, request an additional classification and wage rate, in writing to the Lincoln Housing Authority. Identify the classification needed and recommend a wage rate for the Department of Labor to approve for the project. Rules relating to requests for additional classifications can be found in the DOL regulations, Part 5, and in the labor clauses in the contract. There must be an appropriate classification and wage rate for each workman to be shown on weekly payroll reports.

### 3.3 EQUAL OPPORTUNITY, APPRENTICESHIP, HEALTH AND SAFETY

Comply with requirements of HUD and the Form stated in Paragraph 2.1.4 above. Workmen can not be listed as apprentices on payroll reports unless an apprentice program can be shown to meet all the HUD requirements.

### 3.4 CONTRACTOR ELGIBILITY

Prime contractor shall submit evidence to the contract administrator that each subcontractor to be used on this project has been checked at [www.sam.gov](http://www.sam.gov) and has been found not to be listed as a disbarred contractor.

This documentation shall be submitted along with contractor's list of subcontractors as a post bid submittal.

### 3.5 WORKMAN ELGIBILITY

Prime contractor shall verify that all workmen employed directly by the prime contractor or indirectly by a subcontractor are eligible to work in the United States. If requested by the contract administrator, contractor shall provide either E-Verify or I-9 documentation that a specific worker found on the project sites is eligible to be working.

### 3.6 SECTION 3

3.6.1 Employment and training: Contractors and subcontractors, must make their best efforts to provide employment and training opportunities generated by this project to Section 3 workers.

3.6.1.1 Contractors and subcontractors, must make their best efforts described in paragraph 3.6.1 of this section in the following order of priority:

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

3.6.2 Contracting: Contractors and subcontractors, must make their best efforts to award contracts and subcontracts to business concerns that provide economic opportunities to Section 3 workers.

3.6.2.1 Contractors and subcontractors, must make their best efforts described in paragraph 3.6.2 of this section in the following order of priority:

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

### 3.6.3 Definitions:

1. Section 3 worker: (1) Any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- (i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
- (ii) The worker is employed by a Section 3 business concern.

2. Targeted Section 3 worker:

- (i) A worker employed by a Section 3 business concern; or
- (II) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - (a) A resident of public housing or Section 8-assisted housing;
  - (b) A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance.

3. Section 3 Business Concern:

- (i) A business concern meeting at least one of the following criteria, documented within the last six-month period:
  - a. It is at least 51 percent owned and controlled by low- or very low-income persons;
  - b. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
  - c. It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

3.6.4 Reporting of labor hours: For this project, the contractor must submit to the Owner:

- (i) The total number of labor hours worked on this project;
- (ii) The total number of labor hours worked by Section 3 Workers on this project;
- (iii) The total number of labor hours worked by Targeted Section 3 workers on this project.

3.6.5 Contract payments may be withheld: The Owner may withhold contract payments due until Section 3 work hours reports are submitted.

3.6.6 Recordkeeping Requirements: Contractor and subcontractors for this project must maintain documentation to ensure that workers meet the definition of a Section 3 worker or Targeted Section 3 worker.

### 3.6.6.1 Section 3 Worker Records

- (i) Worker's self-certification that their income is below the income limit from prior calendar year.
- (ii) Worker's self-certification of participation in public housing or Section 8-assisted housing.
- (iii) Certification from a Public Housing Agency, or the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing that the worker is a participant in one of their programs.
- (iv) Employer's certification that the worker's income from that employer is below the income limit when based on employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.
- (v) Employer's certification that the worker is employed by a Section 3 business concern.

### 3.6.6.2 Targeted Section 3 Worker Records

- (i) Employers confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people.
- (ii) Employer's certification that the worker is employed by a Section 3 business concern.

3.6.6.3 Certification Forms: Certification forms are included in the Project Manual, in the Sample Forms section of the manual.

## 3.7 CONTRACT TIME

Completion time for the construction of this Project shall be as stipulated in the Agreement.

END OF SECTION

**SECTION 01 29 00 - PROGRESS PAYMENTS AND FINAL PAYMENT**

1.1 Work included: This Section establishes requirements, for the Contractor in applying for payment and, for the Engineer, in certifying payments to be made by the Owner.

1.2 Subcontractor payment: The Contractor's payments to his subcontractors and material suppliers are the Contractor's responsibility and are not part of this Section's content.

1.3 Schedule of values: Immediately after the contracts are awarded, the Contractor shall prepare and submit to the Engineer a Schedule of Values allocated to the various portions of the Work aggregating the total sum of the contract. AIA Document G703, Certificate for Payment, Continuation Sheet shall be used for the Schedule of Values, and must be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a single line item. In applying for payment, the Contractor shall submit a statement based on this schedule.

1.4 Application and certificate for payment form: AIA Document G702, Application and Certificate for Payment and G703 Continuation Sheet, shall be used in applying for progress payments.

1.5 Application and certificate for payment submittals: Application for payment shall be submitted to the Engineer no later than the 5th day of each month for work completed through the last day of the preceding month. Each application shall be signed **and notarized**. Weekly payroll submittals per Section 1 10 61, Paragraph 3.1, must be up to date for the period included in the pay application.

1.6 Retainage: Upon certification by the Engineer, the Owner shall pay to the Contractor, on account of the Contract, 90% of the value of labor and materials incorporated in the Work. No payments will be made for materials stored off site.

1.7 Final payment: After final completion, and upon receipt of application for final payment, accompanied by the items listed below, and upon certification of the Engineer, the Owner shall pay the Contractor the entire balance of the Contract Sum.

Other items required, before Final Payment will be certified include the following:

- 1) AIA Document G706 "Contractor's Affidavit of Payment of Debts and Claims"; AIA Document G706A "Contractor's Affidavit of Release of Liens"; and an executed Waiver of Mechanic's Lien from each Subcontractor and Supplier;

- 2) AIA Document G707 "Consent of Surety to Final Payment;
- 3) Certificate and Release;
- 4) Completion of all "punch List" items. ("Punch list" items are defined as an inspection report which lists all items requiring completion or corrective action by the Contractor.);
- 5) Any additional records or information as may be required by HUD.

END OF SECTION



**SECTION 01 33 01 - SHOP DRAWINGS AND SAMPLES****PART ONE - GENERAL**

## 1.1 DESCRIPTION

1.1.1 Work included: Make all submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

1.1.2 Related work: Individual requirements for submittals also may be described in pertinent Sections of these Specifications.

## 1.2 QUALITY ASSURANCE

Prior to each submittal, carefully review and coordinate all aspects of each item being submitted and verify that each item and the submittal for it conforms in all respects with the requirements of the Contract Documents. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

**PART TWO - PRODUCTS**

## 2.1 SHOP DRAWINGS

2.1.1 Scale and measurements: Make all shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

2.1.2 Types of prints required: Submit shop drawings in the form of electronic pdf's, blue line prints, sepias, mylars, or equivalent.

2.1.3 Number of copies required: Submit one reproducible copy of each sheet or two more hard copies than the quantity Contractor needs returned.

## 2.2 MANUFACTURER'S LITERATURE

2.2.1 General: Where the contents of submitted literature includes data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.

2.2.2 Number of copies required: Submit the number of copies which are desired to be returned plus two (2) copies which will be retained by the Architect.

**PART THREE - EXECUTION****3.1 IDENTIFICATION OF SUBMITTALS**

3.1.1 General: Consecutively number all submittals. Accompany each submittal with a letter of transmittal containing all pertinent information required for identification and checking of submittals.

3.1.2 Resubmittals: When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new submittal number. On resubmittals, indicate the original submittal number for reference purposes.

**3.2 TIMING OF SUBMITTALS**

3.2.1 General: Make all submittals far enough in advance of scheduled dates for installation to provide all time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

3.2.2 Architect's review time: In scheduling, allow at least 10 calendar days for review by the Architect following receipt of the submittal.

3.2.3 Delays: Delays caused by tardiness in receipt of submittals will not be an acceptable basis for extension of the Contract completion date.

**3.3 ARCHITECT'S REVIEW**

3.4.1 General: Review by the Architect shall not be construed as a complete check, but only for the limited purpose of checking for conformance with information given in the Contract Documents. Review shall not relieve the Contractor from responsibility for errors which may exist in the submitted data.

3.3.2 Authority to proceed: The notations "Approved" or "Approved as Noted" authorize the Contractor to proceed with fabrication, purchase, or both, of the items so noted, subject to the revisions, if any, required by the Architect's review comments.

3.3.3 Revisions: If submittals are noted "Not Approved" or "Revise and Resubmit", make all revisions required by the Architect and resubmit. Make only those revisions directed or approved by the Architect. Show each drawing revision by number, date and subject in a revision block on the Shop Drawings. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under Article 29 in the General Conditions.

END OF SECTION

**SECTION 01 50 01 - TEMPORARY UTILITIES AND FACILITIES****PART ONE - GENERAL**

## 1.1 DESCRIPTION

1.1.1 Work included: Temporary utilities and facilities required for this Work may include, but are not necessarily limited to:

- 1) Temporary utilities such as water, electricity, heat and telephone service;
- 2) Sanitary facilities;
- 3) Enclosures such as tarpaulins, barricades and canopies.

## 1.2 PRODUCT HANDLING

Use all means necessary to maintain temporary facilities in a proper and safe condition throughout the progress of the Work.

## 1.3 JOB CONDITIONS

Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Owner's and utility company's approval, and, when required, provide alternate temporary service.

**PART TWO - PRODUCTS**

## 2.1 UTILITIES

2.1.1 General: All temporary utilities shall be subject to the Architect/Engineer's approval.

2.1.2 Water:

2.1.2.1 Furnish and install temporary water throughout the construction period. The Contractor shall pay all costs of temporary water service, including costs of installation, maintenance and removal of pipe and equipment. The Owner shall pay all costs of operation for water provided through Owner's existing water service.

2.1.2.2 Temporary water service may be provided from the permanent water supply system, or a portion thereof. If permanent system is used, at completion of construction period, completely remove temporary materials and equipment. Clean all system components and repair any damage resulting from use of permanent system for temporary water. Restore permanent system to specified or original condition.

2.1.3 Electricity:

2.1.3.1 Furnish and install all necessary temporary power and lighting facilities for the requirements of all trades. The Contractor shall pay all costs of temporary electrical services, including costs of installation, maintenance and removal. The Owner shall pay all costs of all electrical energy used through Owner's existing electrical service during the construction period.

2.1.3.2 Remove temporary materials and equipment upon completion of construction. Repair any damage resulting from use of permanent system for temporary lighting or power. Restore all equipment to specified or original condition.

2.1.4 Telephone: The Contractor shall make all necessary arrangements and pay all costs for the installation and operation of telephone service as required for the Contractor's own use.

## 2.2 SANITARY FACILITIES

Provide temporary sanitary facilities in the quantity required for use by all construction personnel. Maintain in a sanitary condition at all times. Do not use Tenant's existing toilet facilities.

## 2.3 ENCLOSURES

Furnish, install, and maintain for the duration of construction all required scaffolds, tarpaulins, fences, barricades, canopies, warning signs, dust enclosures, and other temporary construction necessary for proper completion of the Work in compliance with all safety and other regulations. Use Zipwall System, or similar product, to separate kitchen area of work from rest of house.

## **PART THREE - EXECUTION**

### 3.1 MAINTENANCE AND REMOVAL

Maintain all temporary facilities as long as needed for the safe and proper completion of the work. Remove all such temporary facilities as rapidly as progress of the Work will permit.

END OF SECTION

**SECTION 01 60 01 - SUBSTITUTION OF MATERIALS AND APPROVAL**

1.1 Work included: Wherever possible throughout the Specifications, the minimum acceptable quality of materials, products, equipment and methods of installation has been defined by manufacturer's name and catalog number, reference to recognized industry and government standards, or description of required attributes and performance. To ensure that the specified quality of materials, products, equipment and methods of installation is furnished, procedures have been established for approval of proposed substitutions.

1.2 Approval required: The Contract is based on the materials, products, equipment and methods of installation described in the Contract Documents. Do not substitute materials, products, equipment, or methods of installation unless such substitution has been specifically approved for this Work by the Architect or Owner. Where two or three materials, products, pieces of equipment or methods are noted or specified, the choice of one of these shall be optional with the Contractor. The Architect and Owner will consider proposals for substitution of materials, products, equipment and methods only as described in Paragraph "1.3" below.

1.3 Requesting approval: Each proposal shall be made in writing to the Architect and shall include the name of the material, product, equipment or method for which the proposal is to be substituted and a complete description of the proposed substitute including drawings, brochures, performance and test data and all other information required by the Architect and Owner to make an evaluation. The Bidder shall request approval of proposed substitutions not later than ten (10) full calendar days prior to the bid date.

Where such substitutions alter the design or space requirements indicated on the Drawings, the Contractor shall include in his bid all items of cost for the revised design and construction including costs of all allied trades involved. A statement describing the changes in other materials, equipment or other Work, that incorporation of the substitute would require, shall be included with the proposal for substitution.

1.4 Form of approval: If the Architect and Owner approve any proposed substitution, such approval will be set forth in an Addendum, to be issued prior to the receipt of bids. Bidders shall not rely upon approvals made in any other manner.

1.5 Products not requiring approval: Materials, products, equipment and methods specified by reference to standard specifications, such as ASTM and similar standards, do not require further approval except for interface within the Work. Where two or more materials, products, pieces of equipment or methods are specified, and the Contractor chooses one of these for use in the work, no further approval is required, except for approval of the interface within the Work.

1.6 "Or equivalent as approved by the Architect": Where the phrase "or an approved equivalent" occurs in the Specifications; or where a Bidder desires to furnish an unlisted material, product, piece of equipment or method of installation he considers equivalent, the Bidder shall request approval of proposed substitutions at least ten (10) days prior to the date designated for the receipt of bids. The Architect's approval of any proposed substitution shall be indicated in writing, by an Addendum as described in paragraph 1.4 above.

1.7 "No Substitute": Where the phrase "No Substitute" occurs in the Specifications, provide and install such materials, products and equipment as specified.

1.8 Availability of specified items: Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the Work. In the event specified items will not be so available, notify the Architect prior to receipt of bids. Requests for extension of the Contract completion date, or requests for extra compensation, due to delay because of nonavailability of specified items, when such delays could have been avoided by the Contractor, will not be granted.

END OF SECTION

**SECTION 01 73 01 - PROGRESS AND FINAL CLEANING**

1.1 Work included: The Contractor shall, throughout the construction period, maintain the site in a standard of cleanliness as described in this Section.

1.2 Cleaning materials and equipment: Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

1.3 Progress cleaning:

- 1) General: Do not allow the accumulation of scrap, debris, waste material, and other items not required for construction of this Work. Store required materials in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
- 2) Sites: Daily, pick up all scrap, debris, and waste material and remove from the site. Maintain the site and all adjacent properties in a safe and orderly condition at all times. At all times during the daily progress of the Work, prevent any and all debris from blowing onto adjacent property.

1.4 Final cleaning:

- 1) Definition: Except as otherwise specifically provided, "clean" (for the purpose of this Article) shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality maintenance equipment and materials;
- 2) General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste.
- 3) Interiors of Structures: Visually inspect all interior surfaces and remove all traces of soil, smudges, and other foreign matter resulting from work under this Contract.
- 4) Exteriors of Structures: Visually inspect all exterior surfaces and remove all traces of soil, smudges, and other foreign matter resulting from work under this Contract.
- 55) Timing: Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean project.

END OF SECTION

**SECTION 08 53 13 – VINYL WINDOWS****PART ONE - GENERAL**

## 1.1 DESCRIPTION

1.1.1 Work included: Provide all vinyl replacement windows, complete, in place, as shown on the Drawings and as specified herein.

## 1.2 PRODUCT HANDLING

1.2.1 Protection: Use all means necessary to protect the materials of this Section before, during and after installation, and to protect the existing construction to remain and tenant's contents.

1.2.2 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**

## 2.1 VINYL WINDOWS

2.1.1 General: Furnish vinyl windows in single-hung type. Provide in sizes and arrangements as scheduled and as shown on the Drawings.

2.1.2 Approved manufacturers: Furnish "Encompass" replacement windows manufactured by Pella, Pella, Iowa or an equal approved by the Architect in advance of the Bid in compliance with Section 01 60 01.

2.1.3 Characteristics: Windows shall meet or exceed the following characteristics:

- A. Vinyl Single-hung Windows: Encompass by Pella.
  - 1. Factory-assembled windows with sash installed in frame.
  - 2. Frame and Sash Material: Extruded, rigid polyvinylchloride (uPVC) complying with AAMA 303, having minimum ignition temperature 824 degrees F. when tested in accordance with ASTM D 1929.
- B. Frame:
  - 1. Type: Block Frames (No Fin).
  - 2. Overall Frame Depth: 3-3/8 inches.
  - 3. Nominal Wall Thickness, Vinyl Members: 0.065 inch to 0.075 inch.
  - 4. Frame Corners:
    - a. Mitered.
    - b. Heat-fused, fully welded corners.
  - 5. Sill: Fitted with weeps.



6. Jambs: Factory-drilled, counter-bored, installation screw holes.

C. Sash:

1. Vent Sash: Removable for cleaning exterior glass.
2. Sash Corners:
  - a. Mitered.
  - b. Heat-fused, fully welded corners.

D. Glazing:

1. Float Glass: ASTM C 1036, Quality 1.
  - a. Double-layer low-E<sup>2</sup> coated glass with argon.

E. Weather Stripping:

1. Vent Sash: Fin-type, pile around perimeter.

## 2.2 PVC COATED ALUMINUM TRIM

Where existing materials are shown to be clad, provide preformed or field fabricated, PVC coated, .024 gauge aluminum with embossed wood grained texture. Color shall be manufacturer's standard color which best matches the existing trim cladding and the new window cladding. Provide materials manufactured by one of the following or an approved equal:

- 1) Alcoa; Sidney, Ohio;
- 2) Aluminum Industries, Inc.; St. Louis, MO;
- 3) Nichols-Homeshield, Inc.; St. Charles, IL;
- 4) Wolverine Bldg. Products; Lincoln Park, MI;
- 5) CertainTeed Corp.; Valley Forge, PA.

## 2.3 CAULKING

Provide a one-part, low modulus multi-purpose silicone sealant complying with Fed. Spec. TT-S-00230C, Type II, Class A or TT-S-001543A, Type II, Class A; or ASTM C920. Approved products are GE Silglaze N; OSI's Ultrasil-LM; Pecora's 864; Sonneborn's Sonolastic OmniPlus; Tremco's Spectrum 1; or an approved equal. Provide in translucent color or other colors coordinated with siding and trim as approved by the Architect.

## 2.4 PAINT FOR INTERIOR WOOD SURFACES

At all Units with existing trim painted, provide Lincoln Housing Authority standard finish paint at all new, exposed wood surfaces and as required to repair damage to existing wood trim. Provide Diamond Vogel DU 1504 P.V.A. Primer at bare wood only. Provide Diamond Vogel DS 1501 Satin Latex Enamel at primed and damaged wood surfaces. No substitutes will be accepted.

## 2.5 OTHER MATERIALS

All other materials, not specifically described but required for a complete and proper installation of the work of this Section, shall be new, first quality of their respective kinds, and subject to the approval of the Architect.

## PART THREE - EXECUTION

### 3.1 INSTALLATION

3.1.1 General: Install the work of this Section in strict accordance with the manufacturer's recommendations, these Specifications, and the detail drawings, anchoring all components firmly into position, weather tight, for long life under hard use. **Sizes and details shown in the Drawings are for removal of existing clad wood windows that are installed within original window jambs, removal of original window frames, and installation of replacement single hung vinyl windows in existing rough openings.**

3.1.2 Preparation: Before beginning installation, verify existing rough opening size; remove existing caulking which would interfere with the proper sealing of the new work; and examine, clean, and have repaired any adjoining work on which this work is in any way dependent for its proper installation. Installing of materials shall be construed as acceptance of the building sub-surface and no allowances will be made for failure to produce work to the standards specified.

3.1.3 PVC coated aluminum trim: Install PVC coated aluminum trim and accessories at miscellaneous trim where shown and where required. Install preformed trim or field break to clean, straight lines. Use full 180 degree crimp edges where abutting dissimilar materials or at other exposed cut edges. Using matching finished aluminum fasteners wherever visible, fasten prefinished aluminum materials tight to the substrate at the recommended spacing so the materials are flat and smooth, without twist, buckle or rippling. Use maximum practical lengths to minimize end joints in trim. Miter joints in trim wherever possible. Make all trim joints neat and tight with no unsightly gaps or overlaps.

3.1.4 Fastening: Secure all window frames in their proper locations with sills and heads level, and side jambs plumb. As a minimum, fasten side jambs to rough framing near tops, bottoms, and near centers. Use finish nails or screws and countersink.

3.1.5 Painting: Apply a prime coat to interior wood surfaces of windows and new wood trim. After priming, fill holes and other imperfections in finish surface with putty, plastic filler, spackling or other approved filler. Sand smooth and recoat primed and sealed surfaces where there is evidence of insufficient sealing. Apply finish coats to new primed work and damaged existing work to completely cover with an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, laps, brush marks, runs, sags,

or other surface imperfections will not be acceptable. Apply additional coats without additional charge, when undercoats, stains or other conditions show through the final coat of paint, until the paint is of a smooth, uniform finish, color and appearance.

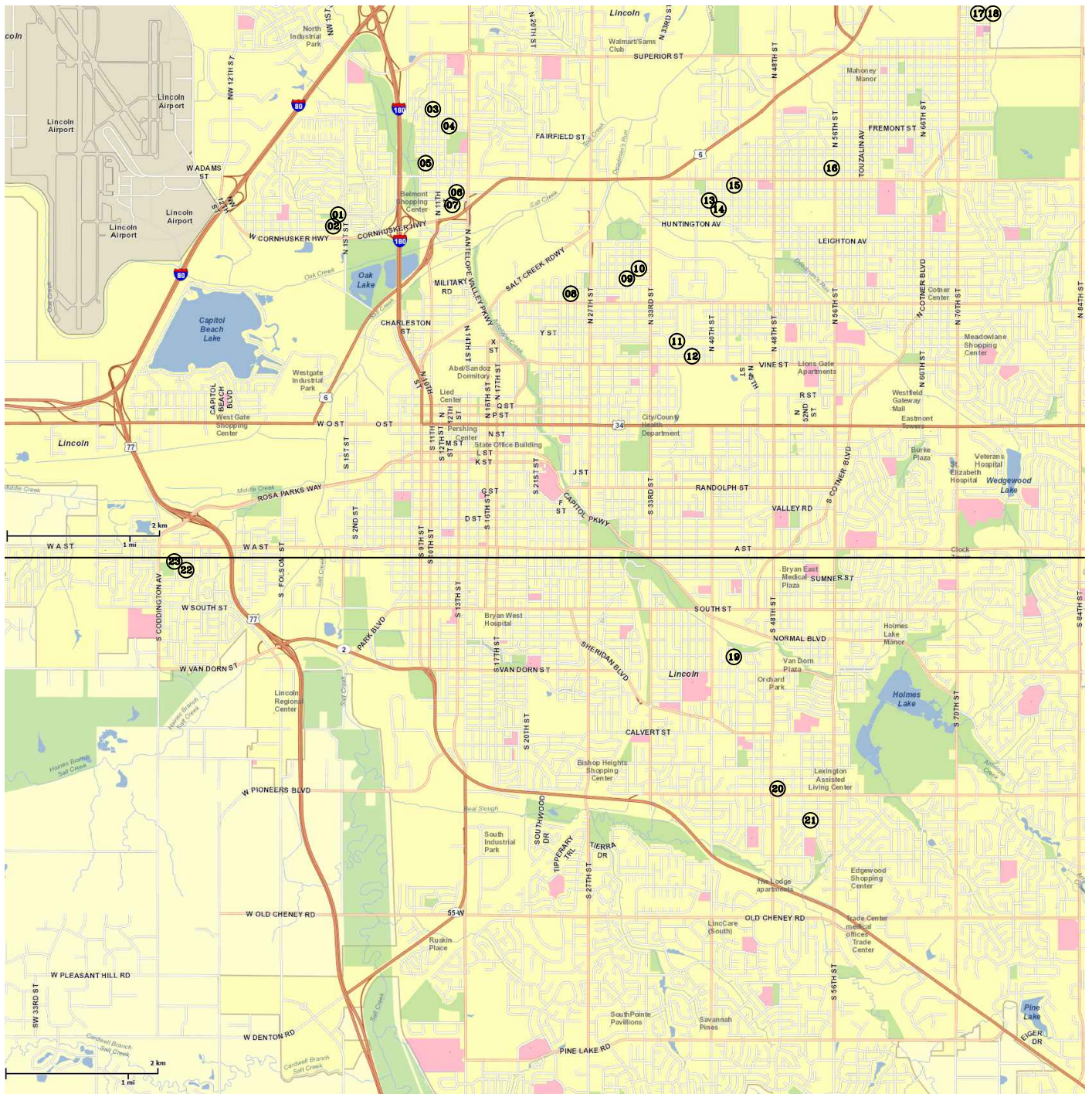
3.1.6 Verification: Verify that all cladding, caulking, parts, hardware and accessories have been installed properly and that the windows operate as intended by the manufacturer.

END OF SECTION

SITE LIST

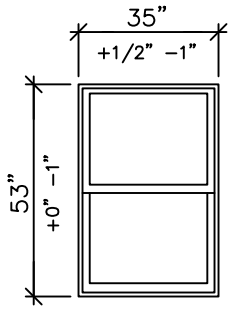
HALL UNITS

- |     |                 |     |                  |
|-----|-----------------|-----|------------------|
| 1.  | 120 W. Dawes    | 13. | 4000 St. Paul    |
| 2.  | 127 W. Dawes    | 14. | 2640 N. 41st     |
| 3.  | 3913 N. 11th    | 15. | 2930 N. 43rd     |
| 4.  | 1144 Manatt     | 16. | 5540 Greenwood   |
| 5.  | 901 Knox        | 17. | 7230 Thurston    |
| 6.  | 1202 Garber     | 18. | 7304 Thurston    |
| 7.  | 1151 Garber     | 19. | 2631 S. 44th     |
| 8.  | 1533 N. 25th    | 20. | 4846 Pioneer     |
| 9.  | 1800 N. 31st    | 21. | 5321 Spruce      |
| 10. | 3232 Fair       | 22. | 1601 Sumner      |
| 11. | 3600 "X" Street | 23. | 1721 W. Garfield |
| 12. | 801 N. 38th     |     |                  |

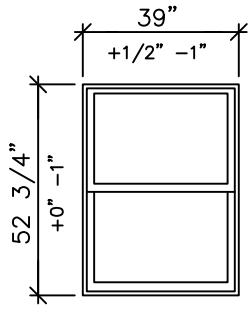


**HALL UNITS**

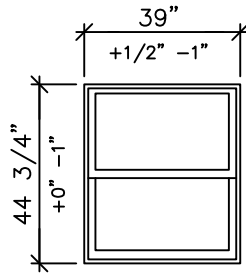
- |                 |                     |                    |                      |
|-----------------|---------------------|--------------------|----------------------|
| 1. 120 W. Dawes | 7. 1151 Garber      | 13. 4000 St. Paul  | 19. 2631 S. 44th     |
| 2. 127 W. Dawes | 8. 1533 N. 25th     | 14. 2640 N. 41st   | 20. 4846 Pioneer     |
| 3. 3913 N. 11th | 9. 1800 N. 31st     | 15. 2930 N. 43rd   | 21. 5321 Spruce      |
| 4. 1144 Manatt  | 10. 3232 Fair       | 16. 5540 Greenwood | 22. 1601 W. Sumner   |
| 5. 901 Knox     | 11. 3600 "X" Street | 17. 7230 Thurston  | 23. 1721 W. Garfield |
| 6. 1202 Garber  | 12. 801 N. 38th     | 18. 7304 Thurston  |                      |



HL01

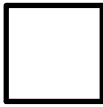


HL02

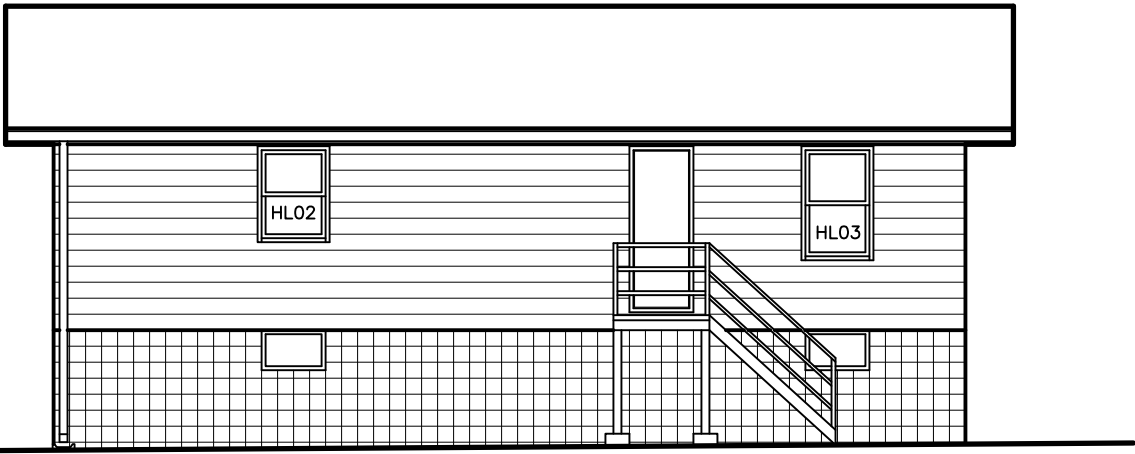


HL03

# HALL UNITS WINDOW ELEVATIONS

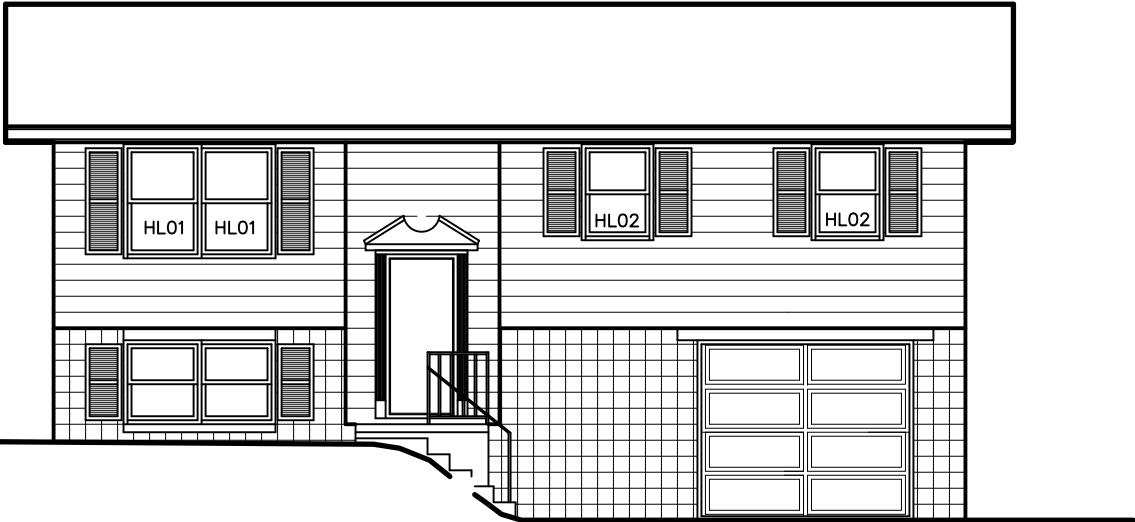


SCALE : 3" = 1' 0"



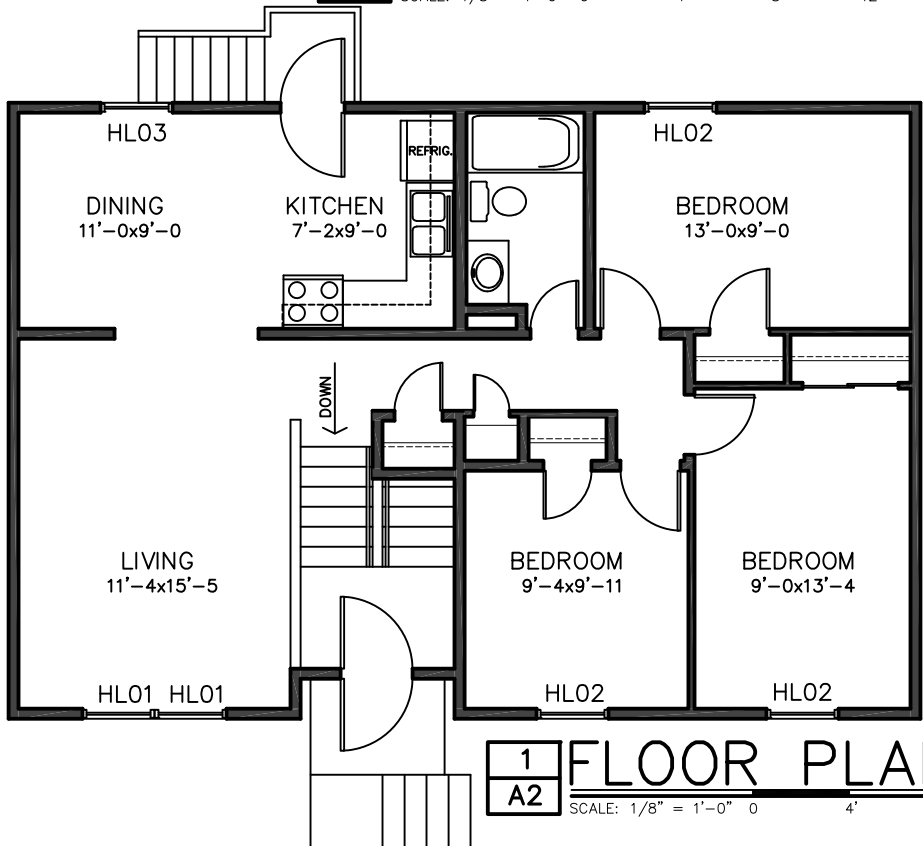
**3 REAR ELEVATION**

SCALE: 1/8" = 1'-0" 0 4' 8' 12' 16' 20'



**2 FRONT ELEVATION**

SCALE: 1/8" = 1'-0" 0 4' 8' 12' 16' 20'



**1 FLOOR PLAN**

SCALE: 1/8" = 1'-0" 0 4' 6'

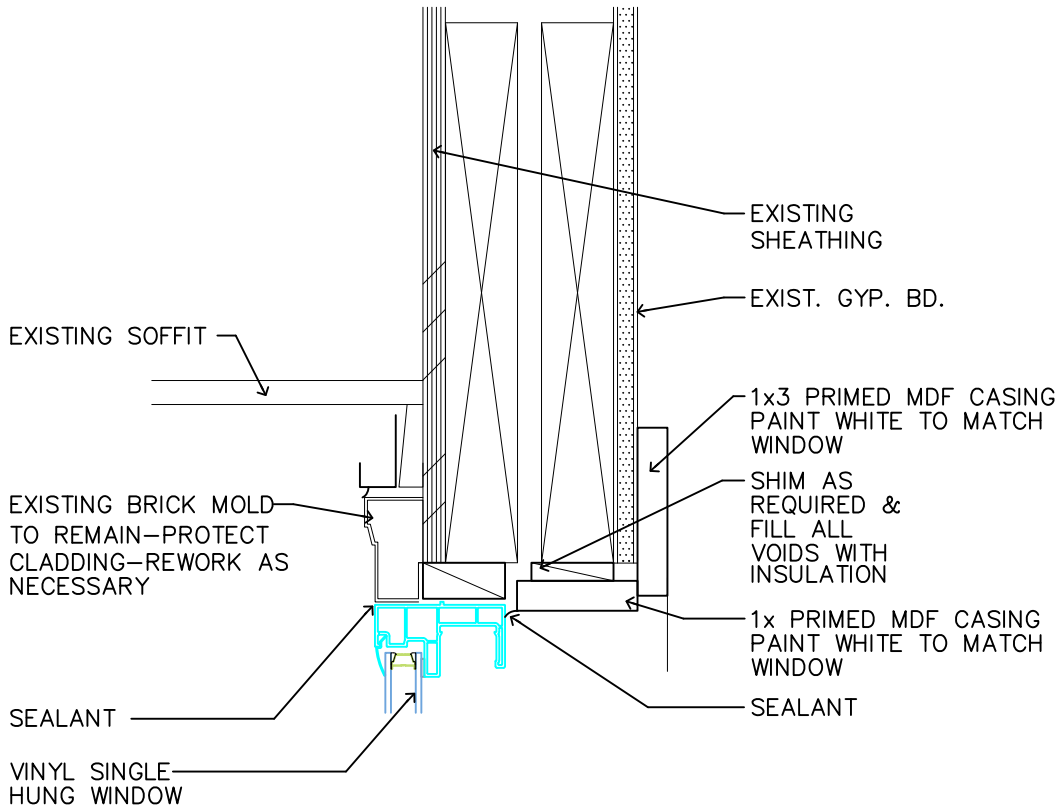
HALL WINDOW REPLACEMENT - 2025

Lincoln Housing Authority  
 5700 "R" Street Lincoln, Nebraska 68505 Ph.(402) 434-5558

A2

12/26/24

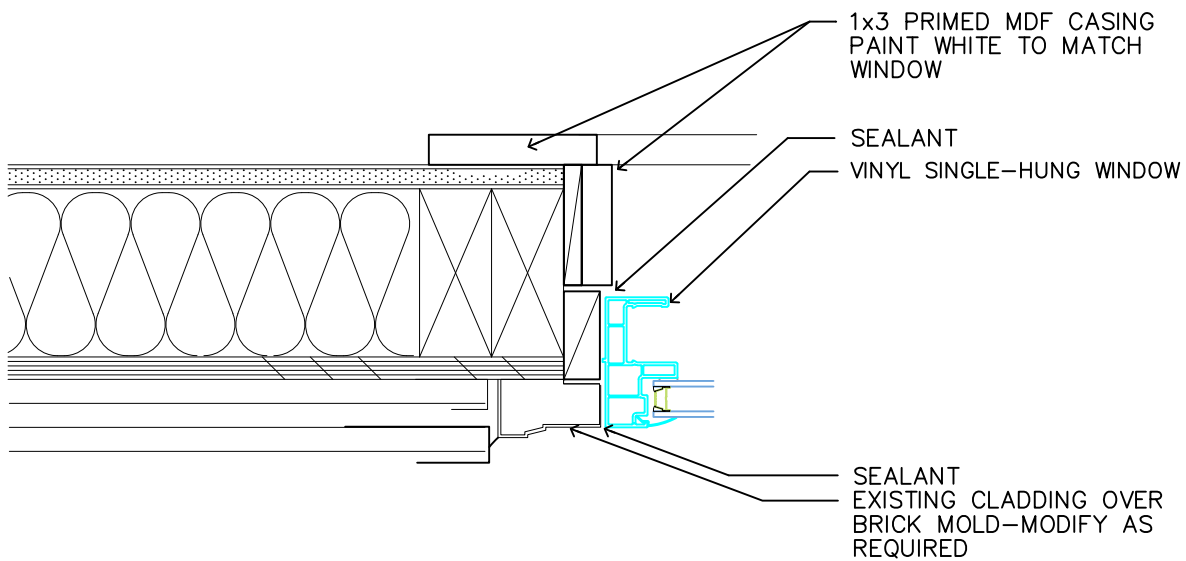
JOB NO. CFP-2023-01



1

## CLAD SINGLE-HUNG HEAD @ VINYL SIDING

SCALE :  3"  1' 0"

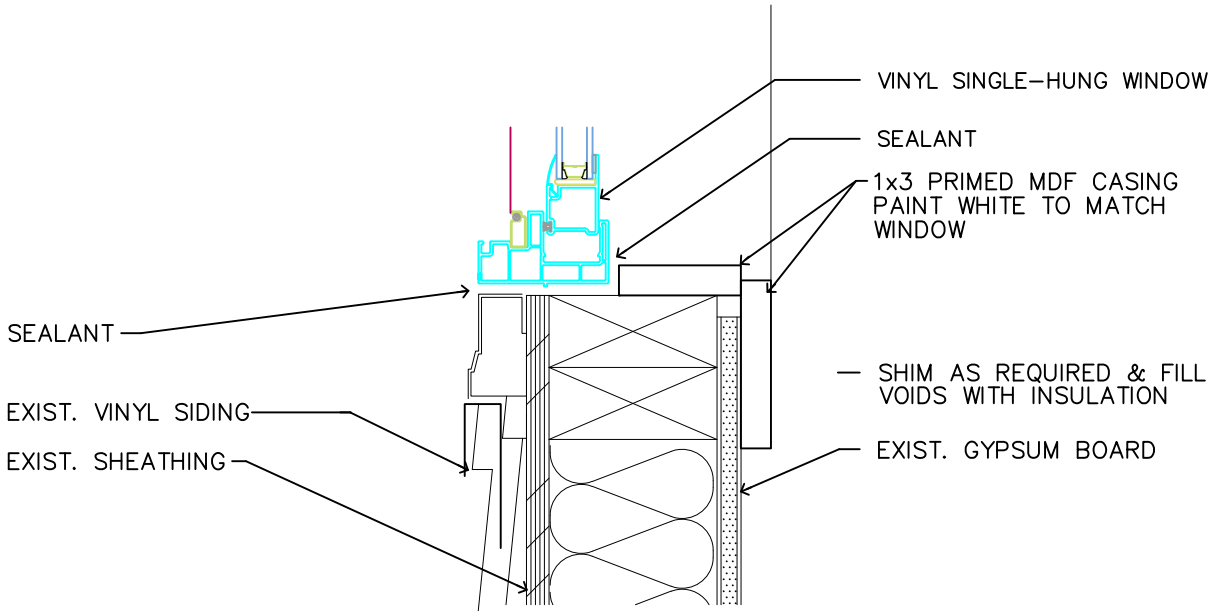


2

## CLAD DOUBLE-HUNG JAMB @ VINYL SIDING

SCALE :  3"  1' 0"





CLAD SINGLE-HUNG  
SILL @ VINYL SIDING

3

SCALE :

3" = 1'-0"