

PROJECT MANUAL
including specifications
for the construction of

HALL BASEMENT WINDOWS - 2024

Scattered Sites
Lincoln, Nebraska

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

DEVELOPMENT
COORDINATOR: Corby Renard
Lincoln Housing Authority
5700 "R" Street
Lincoln, NE 68505

Telephone 402-326-2916

DATE: March 05, 2024

PROJECT NUMBER: CFP-2022-01

LINCOLN HOUSING AUTHORITY
HALL BASEMENT WINDOWS - 2024

At Scattered Sites
Lincoln, Nebraska

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REQUEST FOR PRICE QUOTES

PROJECTS: **BASEMENT WINDOW**
Hall Housing Units at 23 scattered Sites
Lincoln, Nebraska

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

DEVELOPMENT: Corby Renard
COORDINATOR Lincoln Housing Authority
P. O. Box 5327, 5700 "R" Street
Lincoln, Nebraska 68505
Telephone: 402-326-2916
E-mail: Corby@l-housing.com

DATE: March 05, 2024

JOB NUMBER CFP-2022-01

PROJECT DESCRIPTION

Projects consist of:

1. Removal and replacement of basement 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 Thursday, March 21, 2024, at 3:30 P. M.

A Pre-Bid Conference will be held Tuesday March 12, 2024, 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)
Section 3 Business Concern Certification Form
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 on existing bathroom window and framing if necessary. Installation of framing and glass block window infill as shown on the attached Drawings. Proposal shall reference this Request for Price Quote document. Please submit proposal by Monday, September 14, 2020, 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 |

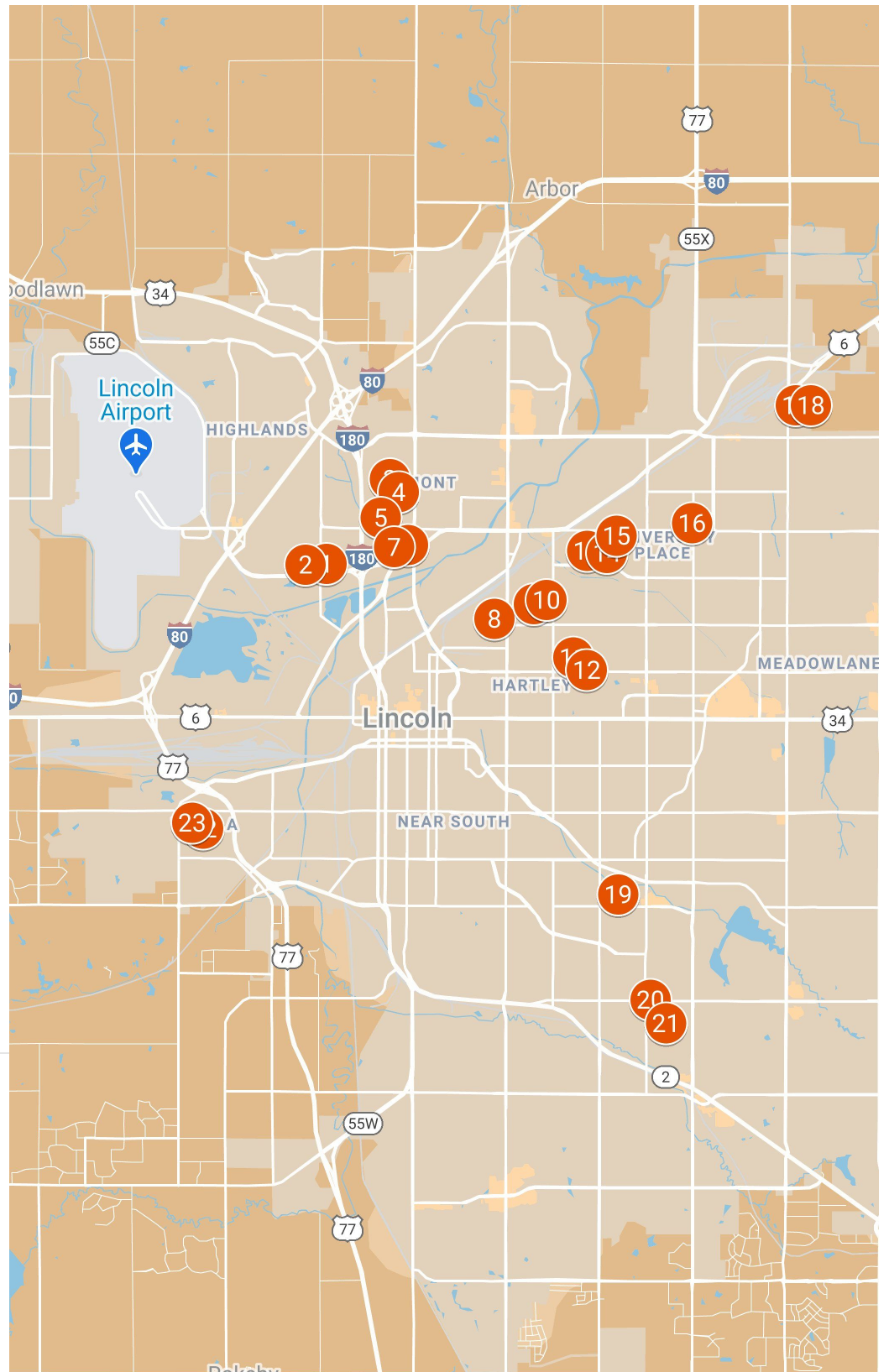
4. Worker's Compensation & Employer's Liability:

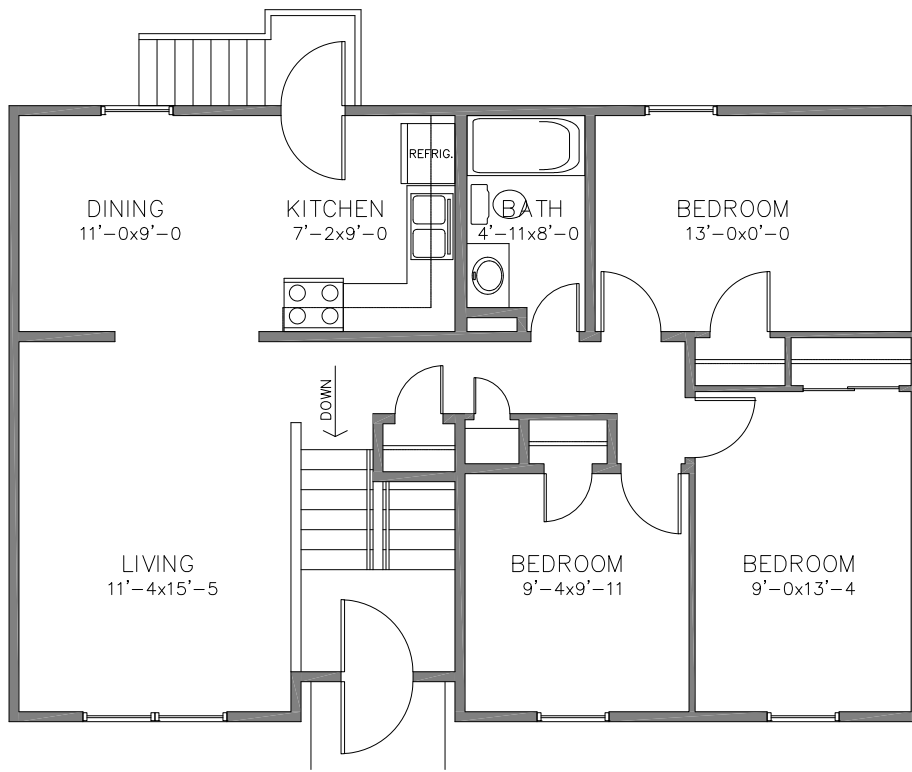
| | |
|------------------------------|------------|
| Worker's Compensation | Statutory |
| E.L. Each Accident: | \$ 500,000 |
| E.L. Disease (Each employee) | \$ 500,000 |
| E.L. Disease (Policy limit) | \$ 500,000 |

Hall

Hall Addresses

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

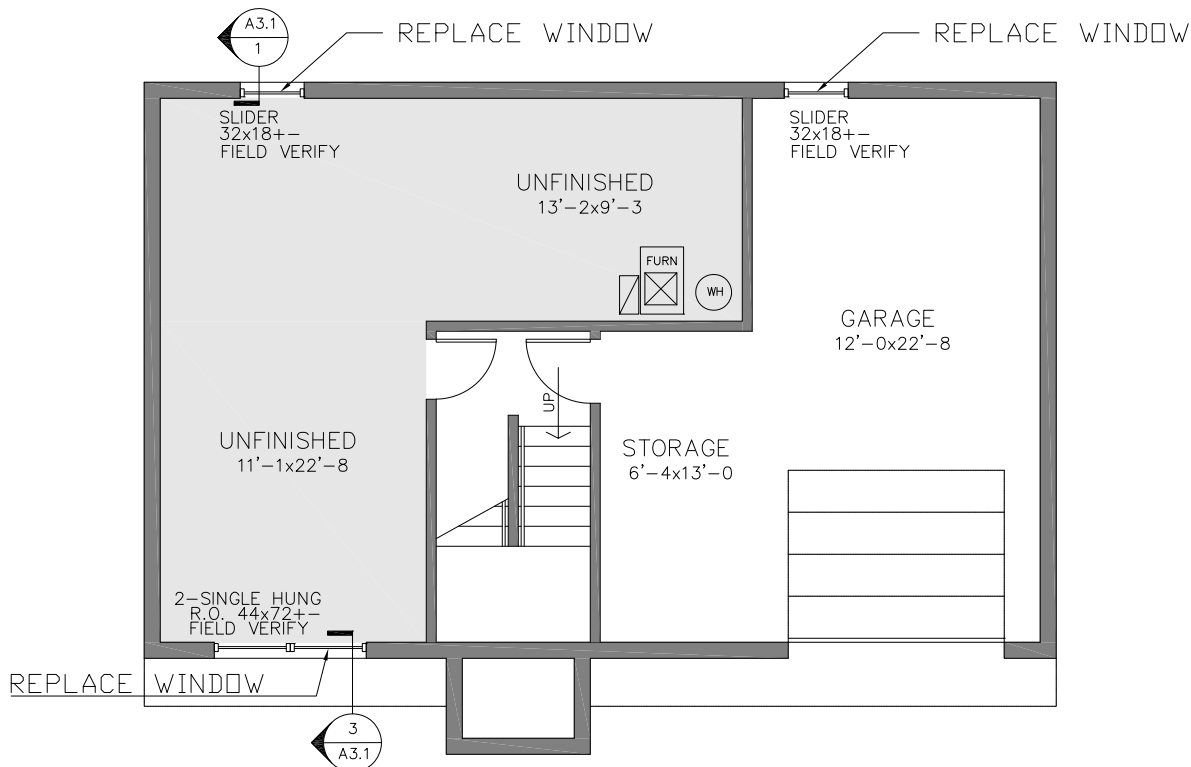




UPPER LEVEL PLAN

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

NOTE: SOME UNIT FLOOR PLANS MAY BE A MIRROR IMAGE OF THIS PLAN



LOWER LEVEL PLAN

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

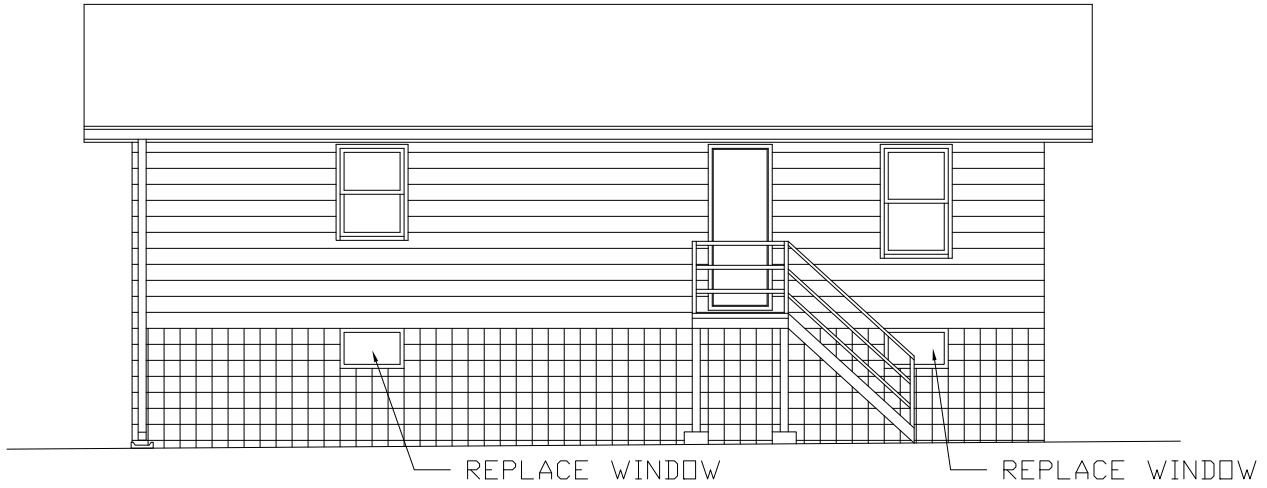
NOTE: SOME UNIT FLOOR PLANS MAY BE A MIRROR IMAGE OF THIS PLAN

HALL BASEMENT WINDOWS 2024

A1.1

Lincoln Housing Authority

5700 "R" Street Lincoln, Nebraska 68505
 Corby Renard - Development Coordinator Ph.(402) 326-2916



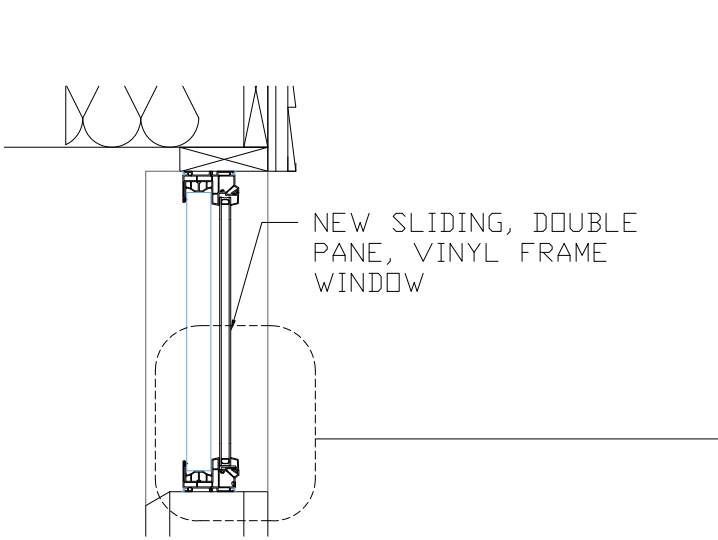
HALL REAR ELEVATION

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

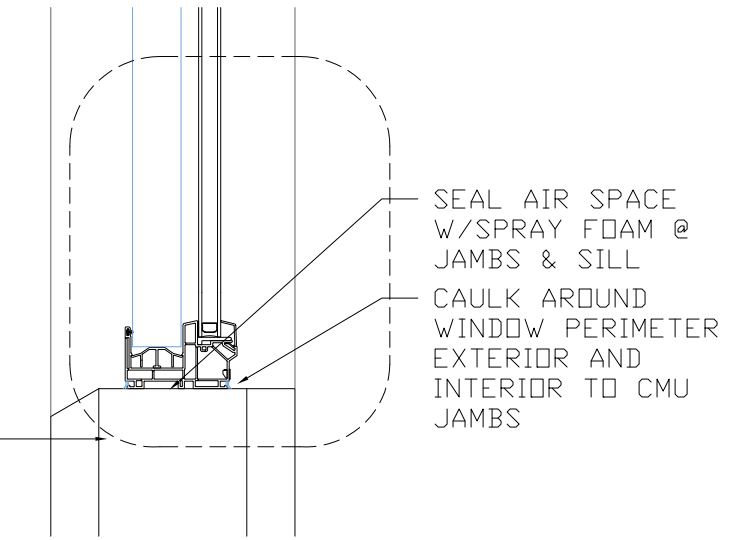


HALL FRONT ELEVATION

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



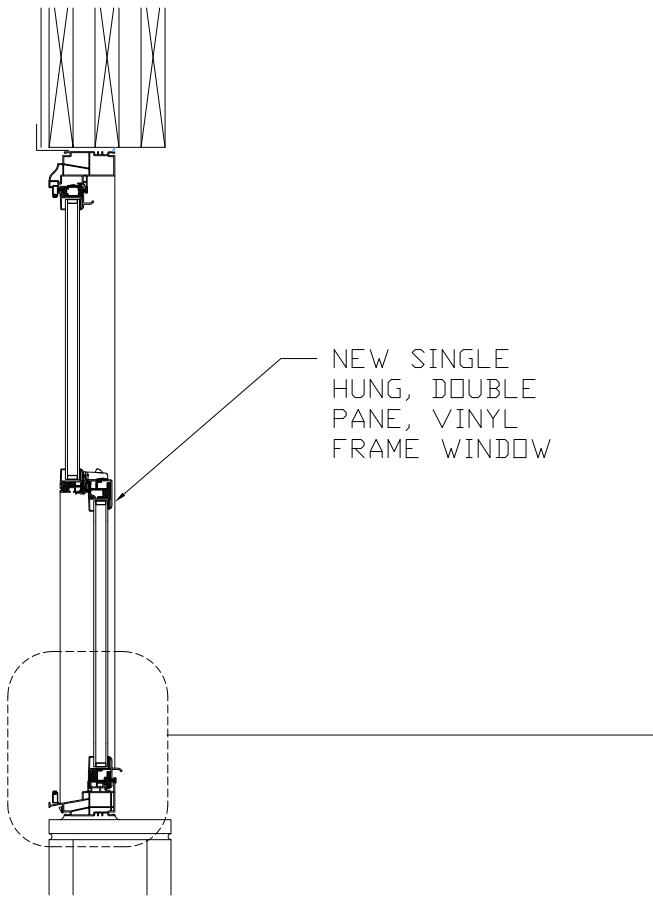
NEW SLIDING, DOUBLE PANE, VINYL FRAME WINDOW



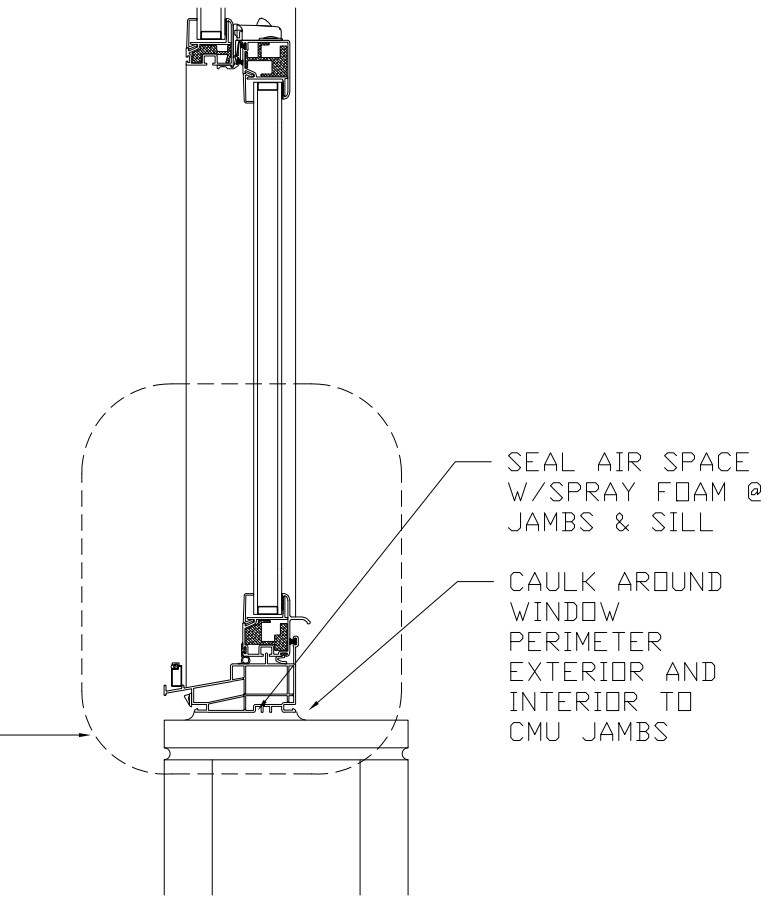
SEAL AIR SPACE W/SPRAY FOAM @ JAMBS & SILL
CAULK AROUND WINDOW PERIMETER EXTERIOR AND INTERIOR TO CMU JAMBS

1 WINDOW SECTION
A3.1 SCALE: 1" = 1'-0" 0 1" 2'

2 WINDOW SECTION
A3.1 SCALE: 1" = 2'-0"



NEW SINGLE HUNG, DOUBLE PANE, VINYL FRAME WINDOW



SEAL AIR SPACE W/SPRAY FOAM @ JAMBS & SILL
CAULK AROUND WINDOW PERIMETER EXTERIOR AND INTERIOR TO CMU JAMBS

3 WINDOW SECTION
A3.1 SCALE: 1" = 1'-0" 0 1" 2'

4 WINDOW SECTION
A3.1 SCALE: 1" = 2'-0"

LINCOLN HOUSING AUTHORITY
HALL BASEMENT WINDOWS - 2024 -
Pictures of single hung windows



Pictures of basement hopper windows to be replacd with sliders



SAMPLE FORMS

1. GENERAL

The following sample forms shall be used for their indicated purpose. **All forms shall be furnished and prepared by the Contractor except as noted.**

Standard AIA (American Institute of Architects) Forms are available for purchase from the following address:

Nebraska Society of Architects
 335 North 8th Street, Suite A
 Lincoln, NE Phone: 402-858-1929

These forms may also be examined at the Lincoln Housing Authority office.

2. SAMPLE FORMS

2.1 Bid Submittals:

REPRESENTATIONS, CERTIFICATIONS,
 and OTHER STATEMENTS OF BIDDERS
 HUD-5369-A (11/92) Copy Attached

FORM OF NON-COLLUSIVE AFFIDAVIT Copy Attached
 Submit if bid is \$50,000 or more

PREVIOUS PARTICIPATION CERTIFICATION
 HUD-2530 (02/2013) Copy Attached (also
 Submit if bid is \$50,000 or more available on line)

2.2 Post Bid Submittals:

CONTRACTOR'S QUALIFICATION
 STATEMENT AIA Document A305
 Submit **if requested**

OWNER-CONTRACTOR CONTRACT HUD-4238-F (6-66)
 Furnished by Architect Draft Copy Attached

LIST OF CONTRACTOR WORK Use Contractor letterhead

LIST OF SUB-CONTRACTORS & Use Contractor letterhead
 MATERIAL SUPPLIERS)

COST BREAKDOWN (as described AIA Document G703
 in Section 01 29 00, Paragraph 1.3)

EQUAL OPPORTUNITY FORM Copy Attached

E-VERIFY CERTIFICATION Copy Attached

CONTRACTOR'S TAX NUMBER IRS W-9 Form
 Submit only if required in
 Supplementary Instructions to Bidders

NEBRASKA NEW HIRE REPORTING Copy Attached

FORM

Submit only if required in
Supplementary Instructions to Bidders

CERTIFICATION for Section 3 Business CONCERN

Submit even if not small business Copy Attached

CONTRACTOR/VENDOR EMPLOYEE CERTIFICATION

Submit only if Contractor wishes to Copy Attached
Document Section 3 employees
or subcontractors

2.3 Payment Application Submittals:

APPLICATION AND CERTIFICATE AIA Documents G702 & 703
FOR PAYMENT
Submit for each request for payment

2.4 Other Construction Documents:

CHANGE ORDER AIA Document G701
Furnished by Architect

WEEKLY PAYROLL REPORT WH347 or equivalent
Submit weekly for contractor & each subcontractor

WH347 Instructions
For Contractor's use

WAGE DETERMINATION NE150002 dated
Post on each site while work is 01/02/2015 NE2
in progress

EMPLOYEE RIGHTS POSTER (English) WH 1321
Post on each site while work is in progress

EMPLOYEE RIGHTS POSTER (Spanish) WH 1321 SPA
Post on each site while work is in progress

RECORD OF EMPLOYEE INTERVIEW HUD-11
Used by contract administrator
For contractor information only

2.5 Final Payment Application Submittals:

CONTRACTOR'S AFFIDAVIT OF AIA Document G706
PAYMENT OF DEBTS & CLAIMS

CONTRACTOR'S AFFIDAVIT OF AIA Document G706A
RELEASE OF LIENS

CERTIFICATE AND RELEASE Copy Attached

END OF SAMPLE FORMS

NON-COLLUSIVE AFFIDAVIT

State of _____) ss.

County of _____)

_____, being first duly sworn,
(Name)
deposes and says:

(1) That undersigned is _____ of,
(Title)

_____, the party making
(Company)
the foregoing proposal or bid;

(2) that such proposal or bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any Bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of Lincoln or any person interested in the proposed contract; and

(3) that no identity of interest exists or will between Bidder and the Owner or Architect.

(Signature or Bidder if bidder is an individual)

(Signature or Partner if bidder is a partnership)

(Signature or Officer if bidder is a corporation)

Subscribed and sworn to before me

this _____ day of _____ 20__

(Notary signature)

My Commission expires _____ 20__

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

WUFGrcetvo gpvqhCi tlewwwt g
Farmers Home Administration

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

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

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

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

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

| | | | |
|--|---------------------------------|--------------------------------------|-------------------------------|
| Pco g qhRtlpekr cn | Uli pcwrt g qhRtlpekr cn | Egt vñecvqp Fcvř*o o řř H {{{ | Ctgc Eqf g cpf Vgř0Pq0 |
| | | | |
| | | | |
| | | | |
| Vj kłqto rtgrctřf d{ řtlpvpcog+ | | Ctgc Eqf g cpf Vgř0Pq0 | |

Previous Participation Certification

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

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

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

Rct v H Hqt J WF Kpvt pcnRt qegulpi Qprf

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

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

Ípwt wevkpu hqt Ego rígvípi vj g Ríxkqwu Retvlekrvklp Egt vllcevg. hqt o J WF/4752

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

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

Ectghwí tgcí vj g egt vllcevg dghgt g (q w uí p k)

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

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

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

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

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

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

Principals include all individuals, joint ventures,

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

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

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

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

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

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

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

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

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

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

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

Ur gelle Nlpg Ípwt wevkpu<

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

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

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

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

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

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

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

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

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

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

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

Ípwt wevkpu hqt Ego rígvípi Uej gf wv C<

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

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

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

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

Equo p 70 Explain any project defaults during your participation.

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

Egtvllcvtqp After you have completed all other parts of

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

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

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

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

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

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

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

Rwdnle tgr qt vpi dwt f gp for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

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

FORM OF CONTRACT

THIS AGREEMENT, made this Xxxx day of Xxxxxxxx, 2024, by and between **Housing Authority of the City of Lincoln, 5700 "R" Street, Lincoln, Nebraska 68505**, herein called "PHA/IHA," acting herein through its **Executive Director**, and

XXXX XXXXXXXXXXXX Xxx,
XXXX X XXXX XX
XXXXXXXX, XX XXXXX

hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the PHA/IHA, the Contractor hereby agrees with the PHA/IHA to commence and complete **Hall Basement Window Replacement**, described as follows:

Removal and replacement of existing basement windows at 23 scatted sites in housing units in Lincoln, Nebraska.

herein called the project, for the sum of XX XXXXXXXXX Dollars and XXXXXX XXXX Cents \$ XX,XXX.XX and all extra work in connection therewith, under the terms as stated in General Conditions and Supplementary Conditions and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in his (its or their) Bid Form and the Contract Documents as prepared by Corby Renard, Lincoln Housing Authority 5700 "R" Street, Lincoln, NE 68505; herein entitled the Owners Representative, and as enumerated below, all of which are made a part hereof and collectively evidence and constitute the contract.

The other Contract Documents, except for modifications issued after the execution of this Contract, are as follows:

1. General Contract Conditions for Small Construction/Development Contracts HUD-5370-EZ (10/2006);
2. Supplementary Conditions and Special Conditions as contained in the Project Manual dated February 1, 2024;

3. Specifications as contained in the Project Manual dated September 1, 2020, as follows:

| | | |
|-----------------|--|--------------------|
| 01 10 61 | HUD Requirements | pp 1 thru 2 |
| 01 29 00 | Progress Payments and Final Payment | pp 1 thru 2 |
| 01 50 01 | Temporary Utilities & Facilities | pp 1 thru 2 |
| 01 60 01 | Substitutions of Materials and Approval | pp 1 thru 2 |
| 01 73 01 | Progress and Final Cleaning | pp 1 thru 1 |
| 02 41 19 | Selective Demolition | pp 1 thru 2 |
| 06 20 00 | Millwork and Finish Carpentry | pp 1 thru 2 |
| 07 21 00 | Thermal Insulation | pp 1 thru 2 |
| 08 53 13 | Plastic Windows | pp 1 thru 4 |

4. Drawings as described by Number and date below:

| | | |
|-----------|------------------------|-----------------|
| C1 | Site List | 02/05/20 |
| A1 | Floor Plans | 02/05/20 |
| A2 | Elevations | 02/05/20 |
| A3 | Window Sections | 02/05/20 |

5. Addenda, if any, as described by Number and date below:

None

6. Alternates accepted, if any, are as follows:

None

8. Other documents, if any, are as follows:

| | |
|------------------------------|--------------------|
| Sample Forms | pp 1 thru 2 |
| Davis Bacon Wage Rate | pp 1 thru 4 |
| Site List | pp 1 thru 1 |

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" by the PHA/IHA and to fully complete the project within 90 consecutive days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ **0.00** for each consecutive calendar day thereafter as provided in Paragraph 33 of the General Conditions.

The PHA/IHA agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account

thereof as provided in Section 01152 Progress Payments and Final Payment of the Specifications.

This Contract may be modified, suspended, or terminated as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST: _____
(PHA/IHA)

(Secretary) By _____

(Witness) (Title)

(Seal)

(Contractor)

(Secretary) By _____

(Witness) (Title)

(Address and Zip Code)

NOTE: Secretary of the PHA/IHA should attest.
If Contractor is a corporation, Secretary should attest.

Equal Employment Opportunity

SF 100

Company Name: _____

Employment at this establishment - Report all permanent full-and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

| Job Categories | Number of Employees (Report employees in only one category) | | | | | | | | | | | | | | Total A-N |
|--|--|---|--------|---|------|---|---|------------------------|---|---|---|---|---|---|--------------|
| | Race/Ethnicity | | | | | | | | | | | | | | |
| | Hispanic or Latino | | | | | | | Not-Hispanic or Latino | | | | | | | |
| | Male | | Female | | Male | | | Female | | | | | | | |
| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | |
| Exec/Senior Level Officials & Managers | 1.1 | | | | | | | | | | | | | | |
| First/Mid-level Officials & Managers | 1.2 | | | | | | | | | | | | | | |
| Professionals | 2 | | | | | | | | | | | | | | |
| Technicians | 3 | | | | | | | | | | | | | | |
| Sales Workers | 4 | | | | | | | | | | | | | | |
| Administrative Support Workers | 5 | | | | | | | | | | | | | | |
| Craft Workers | 6 | | | | | | | | | | | | | | |
| Operatives | 7 | | | | | | | | | | | | | | |
| Laborers and Helpers | 8 | | | | | | | | | | | | | | |
| Service Workers | 9 | | | | | | | | | | | | | | |
| TOTAL | 10 | | | | | | | | | | | | | | |
| Previous Year Total | 11 | | | | | | | | | | | | | | |

1. Date(s) of payroll period used: _____

Instructions for Equal Employment Opportunity (Standard Form 100)

The Lincoln Housing Authority uses the Equal Employment Opportunity (Standard Form 100) to internally to evaluate our programs for insuring equal employment opportunity within the agency and the award of contracts.

The submission of this form to the Authority does not satisfy federal law requiring any employer having a government contract or any federally-assisted construction contract, subcontract, or purchase order amounting to \$50,000 or more; who have 50 or more employees; and who are not exempt as provided by 41 CFR 60-1.5 to file the form by September of each year with the Equal Employment Opportunity Commission (Executive Order 11246, as Amended).

Detailed instructions for the completion of Standard Form 100 Equal Employment Opportunity are available upon request from the Lincoln Housing Authority. The instructions include detailed definitions of the term "employee", race and ethnic identification categories, descriptions of job categories and recommendations regarding the retention of records.

Self-identification is the preferred method of identifying the race and ethnic information necessary for this form. Employers are required to attempt to allow employees to use self-identification to complete the form. If an employee declines to self-identify, employment records or visual surveys of the work force may be used. Employers, at their option, may acquire the information necessary for completion of the form by the maintenance of post-employment records as to the identity of employees where the same is permitted by State law. Use of post-employment records are not prohibited by the State of Nebraska. However, the Equal Employment Opportunity Commission recommends the maintenance of a permanent record as to the racial or ethnic identity of an individual for purpose of completing the form only where the employer keeps such records separately from the employee's basic personnel file or other records available to those responsible for personnel decisions.



Lincoln Housing Authority E-Verify Certification

The undersigned has a contract or sub-contract with the Lincoln Housing Authority, a governmental entity in the State of Nebraska, and acknowledges that for the purposes of Nebraska Revised Statutes, Chapter 4, 4-114, they meet the definition of a "Public Contractor". The undersigned hereby certifies to the Lincoln Housing Authority that they will register with and use the federal immigration verification system, known as the E-Verify Program, to determine the work eligibility status of new employees physically performing services under the above-referenced contract or sub-contract as required under the provisions of the statute.

Name of Company

By

Print Name

Title

Date

Additional information regarding the E-Verify Program is available at <https://e-verify.uscis.gov/emp/>

Nebraska New Hire Reporting Form

Effective October 1, 1997 Nebraska Statute 48-2301 requires all Nebraska Employers, both public and private, to report all newly hired, rehired, or returning to work employees to the State of Nebraska within 20 days of hire or rehire date. Information about new hire reporting and online reporting is available on our web site: www.ne-newhire.com

Send completed forms to:
Nebraska New Hire Reporting
PO Box 144013
Austin, TX 78714-4013
Fax: toll-free (866) 808-2007

To ensure the highest level of accuracy, please print neatly in capital letters and avoid contact with the edges of the boxes. The following will serve as an example:

| | | |
|---|---|---|
| A | B | C |
|---|---|---|

| | | |
|---|---|---|
| 1 | 2 | 3 |
|---|---|---|

EMPLOYER INFORMATION

Federal Employer ID Number (FEIN) *(Please use the same FEIN as the listed employee's quarterly wages will be reported under):*

| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|

Employer Name:

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|
| L | I | N | C | O | L | N | | H | O | U | S | I | N | G | | A | U | T | H | O | R | I | T | Y |
|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|--|---|---|---|---|---|---|---|---|---|

Employer Address *(Please indicate the address where the Income Withholding Orders should be sent).*

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|--|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 5 | 7 | 0 | 0 | | R | S | T | R | E | E | T | | | | | | | | | | | | | |
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Employer City:

| | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| L | I | N | C | O | L | N | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Employer State: Zip Code (5 digit):

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|---|---|---|---|---|---|---|
| N | E | 6 | 8 | 5 | 0 | 5 |
|---|---|---|---|---|---|---|

Employer Phone:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 0 | 2 | 4 | 3 | 4 | 5 | 5 | 6 | 0 |
|---|---|---|---|---|---|---|---|---|---|

Extension:

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|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|

Employer Fax:

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 4 | 0 | 2 | 4 | 3 | 4 | 5 | 5 | 0 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Email:

| | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|
| I | N | F | O | @ | L | - | H | O | U | S | I | N | G | . | C | O | M | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|--|--|--|--|--|--|--|

EMPLOYEE INFORMATION

Employee Social Security Number (SSN):

| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|

Check this box if this is an Independent Contractor (1099)

Employee First Name:

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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Middle Initial:

Employee Last Name:

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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Employee Address:

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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Employee City:

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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Employee State: Zip Code (5 digit):

| | | | | | | |
|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|

Date of Hire (mm/dd/yyyy):

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Date of Birth (mm/dd/yyyy):

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Employee State of Hire:

| | | |
|--|--|--|
| | | |
|--|--|--|

Lincoln Housing Authority

Certification for Section 3 Business Concern

* Required Information

Company Name: * _____

Check one of the following:

51 percent or more of the business is owned by Section 3 resident as defined below. List owners who qualify as Section 3 residents, and their percentage of ownership.

| Name of Owner | Ownership Percentage in Business |
|---------------|----------------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

At least 30% of full-time employees include persons who are currently Section 3 residents as defined below, or who qualified as Section 3 residents when they were hired up to three years ago by the business concern.

_____ Number of full-time employees

_____ Number of full-time employees who are currently Section 3 residents or who were hired during the past three years by the business concern and qualified as Section 3 residents at the time they were hired

Commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded under the project contract for: (Insert name of project)

to business concerns that meet one of the definitions of a Section 3 Business Concern as stated above (51 percent or more of the business is owned by Section 3 residents or at least 30% of full-time employees are Section 3 residents). Attach a list of subcontractors who qualify as a Section 3 business concern and who will perform work under the project contract, the dollar amount of each of these subcontracts and the total dollar amount of all subcontracts under the project contract.

Definition of a Section 3 Resident

A Section 3 Resident is a resident of Public Housing, or a resident of the Lincoln, Nebraska Metro Area (Lancaster or Seward Counties), whose income does not exceed 80% of the U.S. Department of Housing and Urban Development established area median income for Lincoln, Nebraska, as set forth below:

Lincoln, Nebraska 80% of Median Income by Household Size
(effective April 1, 2020)

| 1 Member | 2 Members | 3 Members | 4 Members | 5 Members | 6 Members | 7 Members | 8 Members | 9 Members | 10 Members |
|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| \$46,000 | \$52,600 | \$59,150 | \$65,700 | \$71,000 | \$76,250 | \$81,500 | \$86,750 | \$92,000 | \$97,250 |

Signature * _____
Title * _____

Printed Name * _____
Date * _____

Instructions for Lincoln Housing Authority
Section 3 of the Housing and Urban Development Act of 1968

Certification for Section 3 Business Concern

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968. Its purpose is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, benefit low income persons in the community where the funds are spent and to business concerns which provide economic opportunities to low-income persons.

As a recipient of certain HUD financial assistance (Public Housing Operating Subsidies, Public Housing Capital Funds for Development and Modernization, HOPE VI Revitalization Grants, Resident Opportunities and Self-Sufficiency (ROSS) Grants, Family Self-Sufficiency (FSS) Grants, Lead Hazard Control Grants; and Economic Stimulus Funding), the Lincoln Housing Authority is required to report each year on new job training, employment and contracting opportunities for low-income residents of the Lincoln, Nebraska Metro Area (Lancaster and Seward Counties) associated with the expenditure of those funds.

The Lincoln Housing Authority uses the Certification for Section 3 Business Concern form to document contracting opportunities provided to businesses that provide training or employment opportunities to low-income persons. **The form must be returned to the Housing Authority prior to the signing of a contract or the issuance of a purchase order with the following information completed: company name, signature, printed name of signatory, title and date. Completion of the other information on the form is voluntary and is not a condition of the Housing Authority entering into a contractual agreement.** To assist you in completing the Certification for Section 3 Business Concern, the Housing Authority has provided a second form to be filled out by your employees should you wish to use it to determine if they are Section 3 Residents. However, the use of this form is optional. Both this form and the employee form can be used to determine if any of your subcontractors are Section 3 Business Concerns.

Area median income for Lincoln is determined by the U.S. Department of Housing and Urban Development and is re-issued on an annual basis. Information on median income for Lincoln during the past 3 years is available from the Housing Authority. For purposes of this form, the definition of a household is a single person or two or more people who live together and share their income and resources to meet their household's needs. Household members may be temporarily absent (for example, absent due to military service, children whose parents share custody, students attending college and living away from home part of the year, children in foster care) and still be considered as part of the household.

Section 3 of the Housing and Urban Development Act of 1968
Contractor/Vendor Employee Certification
 (to be completed by full time employees or trainees who work on this project)

Name of Project Work: _____

Contractor/Vendor Name: _____

Date of Contract/Purchase Order: _____

Job Category: (check one)

- Professional Technician Office/Clerical
- Construction List Trade: _____
- Other List: _____
- I am a trainee (apprentice, intern, etc.) (check if applicable)

Public Housing Residency (check if applicable)

- I am a resident of Public Housing or I was a resident of Public Housing when I was hired during the past 3 years. Date of initial employment: _____
 (If you check this box, skip to the signature block below.)

Lincoln, Nebraska Metro Area (Lancaster or Seward County) Residency (check one)

- I am not a resident of the Lincoln, Nebraska Metro Area
 (If you check this box, skip to signature block below.)
- I am a resident of Lincoln, Nebraska Metro Area (If you are a resident, continue.)

My Household Income (check one)

- exceeds 80% of the U.S. Department of Housing and Urban Development established area median income for Lincoln, Nebraska, as set forth below.
- currently exceeds 80% of the U.S. Department of Housing and Urban Development established area median income for Lincoln, Nebraska, but did not at the time I was hired during the past 3 years. Date of initial employment: _____
- does not exceed 80% of the U.S. Department of Housing and Urban Development established area median income for Lincoln, Nebraska, as set forth below.

Lincoln, Nebraska Median Income by Household Size
 (effective April 1, 2020)

| 1 Member | 2 Members | 3 Members | 4 Members | 5 Members | 6 Members | 7 Members | 8 Members | 9 Members | 10 Members |
|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| \$46,000 | \$52,600 | \$59,150 | \$65,700 | \$71,000 | \$76,250 | \$81,500 | \$86,750 | \$92,000 | \$97,250 |

Signature

Name Printed

Date

**Instructions for Lincoln Housing Authority
Section 3 of the Housing and Urban Development Act of 1968
Contractor/Vendor Employee Certification**

Your employer has a contract to perform work for the Lincoln Housing Authority which falls under the provisions of Section 3 of the Housing and Urban Development (HUD) Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, benefit low income persons in the community where the funds are spent and to business concerns which provide economic opportunities to low-income persons.

As a result, the Housing Authority has asked your employer to report on job training, employment and contracting opportunities provided to low-income residents by their business. The Housing Authority has provided the attached form to your employer for reporting purposes. Your completion of the form is voluntary and is not a condition of employment.

Job Categories: Professionals are defined as people who have special knowledge of an occupation (.i.e, supervisors, architects, surveyors, planners and computer programmers). For construction positions, list the trade. The category of "Other" includes occupations such as service workers. Trainees include apprenticeships, interns, etc.

Area median income for Lincoln is determined by the U.S. Department of Housing and Urban Development and is re-issued on an annual basis. Information on median income for Lincoln during the past three years is available from the Housing Authority. For purposes of this form, the definition of a household is a single person or two or more people who live together and share their income and resources to meet their household's needs. Household members may be temporarily absent (for example, absent due to military service, children whose parents share custody, students attending college and living away from home part of the year, children in foster care) and still be considered as part of the household.

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

OMB No.: 1235-0008
Expires: 01/31/2015

| NAME OF CONTRACTOR | | | OR SUBCONTRACTOR | | | | ADDRESS | | | | | | | | | | | | | | |
|--|--|-------------------------------|------------------|----|----|-----------------------|---------|--|--|--|-------------------------|--|-----------------------|-----------------------|----------------------------------|-------------------|-------------------------|--|-------|---------------------|---|
| PAYROLL NO. | | FOR WEEK ENDING | | | | PROJECT AND LOCATION | | | | | PROJECT OR CONTRACT NO. | | | | | | | | | | |
| (1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | OT | OR | ST | (4) DAY AND DATE | | | | | | | (5) TOTAL HOURS | (6) RATE OF PAY | (7) GROSS AMOUNT EARNED | (8) DEDUCTIONS | | | | | (9) NET WAGES PAID FOR WEEK |
| | | | | | | HOURS WORKED EACH DAY | | | | | | | | | | FICA | WITH- HOLDING TAX | | OTHER | TOTAL DEDUCTIONS | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

[Compliance Assistance](#)[WHD Regulatory Library](#)[State Labor Law Topics](#)[News Room](#)[About Wage-Hour](#)[Contact Us](#)[E-mail Alerts](#)[ARRA Information](#)[H1N1 Influenza](#)

Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- [WH-347](#) (PDF)
 OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown or hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned

on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file.

For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

"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

Sheet metal worker.....\$ 8.59 **

TRUCK DRIVER.....\$ 7.25 **

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

=====
** 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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

LA SECCIÓN DE HORAS Y SUELDOS DEL DEPARTAMENTO DE TRABAJO DE EEUU

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la Sección de Horas y Sueldos del Departamento de Trabajo de EEUU.



Para obtener información adicional:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Record of Employee Interview

U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

| | | | | | |
|--|--|--|--|--|--|
| 1a. Project Name | | | 2a. Employee Name | | |
| 1b. Project Number | | | 2b. Employee Phone Number (including area code) | | |
| 1c. Contractor or Subcontractor (Employer) | | | 2c. Employee Home Address & Zip Code | | |
| 3a. How long on this job? | | | 3b. Last date on this job before today? | | 3c. No. of hours last day on this job? |
| 4a. Hourly rate of pay? | | | 4b. Fringe Benefits? | | 4c. Pay stub? |
| Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/> | | | Yes <input type="checkbox"/> No <input type="checkbox"/> | | Yes <input type="checkbox"/> No <input type="checkbox"/> |

5. Your job classification(s) (list all) --- continue on a separate sheet if necessary

6. Your duties

7. Tools or equipment used

| | | | | | |
|---------------------------------------|--------------------------|--------------------------|--|--------------------------|--------------------------|
| 8. Are you an apprentice or trainee? | Y | N | 10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week? | Y | N |
| 9. Are you paid for all hours worked? | <input type="checkbox"/> | <input type="checkbox"/> | 11. Have you ever been threatened or coerced into giving up any part of your pay? | <input type="checkbox"/> | <input type="checkbox"/> |

| | |
|-------------------------|-----------|
| 12a. Employee Signature | 12b. Date |
|-------------------------|-----------|

13. Duties observed by the Interviewer (Please be specific.)

14. Remarks

| | | |
|--------------------------------------|-------------------------------|------------------------|
| 15a. Interviewer name (please print) | 15b. Signature of Interviewer | 15c. Date of interview |
|--------------------------------------|-------------------------------|------------------------|

Payroll Examination

16. Remarks

| | |
|------------------------------------|-----------|
| 17a. Signature of Payroll Examiner | 17b. Date |
|------------------------------------|-----------|

Historial de Entrevista del Empleado

Departamento de Vivienda y
Desarrollo Urbano de EE.UU.
Oficina de Relaciones Laborales

Aprobación de OMB No. 2501-0009
(exp. 10/31/2010)

Se estima que la tarea de recolección de esta información pública es de aproximadamente 15 minutos por respuesta, incluso el tiempo para examinar instrucciones, buscar fuentes de datos existentes, recopilar y mantener datos necesarios, y completar y examinar la recopilación de la información. Esta agencia no puede recopilar esta información y no se requiere que usted llene este formulario, a menos que éste exhiba un número de control válido de la Oficina de Administración y Presupuesto (OMB, por sus siglas en inglés. La información que se recopila tiene la finalidad de garantizar la conformidad a las normas laborales Federales mediante entrevistas con obreros de construcción. La información recopilada asistirá a HUD a conducir el monitoreo de conformidad; la información se usará para examinar la veracidad de los informes de nómina certificados presentados por el patrón. **Información confidencial.** La información recopilada en este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativas, técnicas, y físicos apropiados para garantizar su seguridad y confidencialidad. Además, estos archivos deberán ser protegidos contra cualquier amenaza anticipada o riesgos a su seguridad o integridad, que podría causar daño sustancial, vergüenza, inconveniencias, o injusticias a cualquier individuo de quien se mantiene la información. **La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.**

| | | | | | |
|---|---|---|---|--|--|
| 1a. Nombre del proyecto | | | 2a. Nombre del empleado | | |
| 1b. Número del proyecto | | | 2b. Número de teléfono del empleado (incluso prefijo local) | | |
| 1c. Contratista o subcontratista (Patrón) | | | 2c. Dirección residencial del empleado y código postal | | |
| | | | 2d. ¿Verificación de identificación? Sí <input type="checkbox"/> No <input type="checkbox"/> | | |
| 3a. ¿Cuánto tiempo en este trabajo? | 3b. ¿Último día en este trabajo antes de hoy? | 3c. ¿No. de horas en su último día en este trabajo? | 4a. ¿Salario por hora? | 4b. ¿Beneficios complementarios? Vacaciones Sí <input type="checkbox"/> No <input type="checkbox"/> Médicos Sí <input type="checkbox"/> No <input type="checkbox"/> Pensión Sí <input type="checkbox"/> No <input type="checkbox"/> | 4c. ¿Talónario de paga? Sí <input type="checkbox"/> No <input type="checkbox"/> |

5. Clasificación(es) de su trabajo(s) (enumere todas) --- continúe en una página separada si es necesario

6. Sus deberes

7. Herramientas o equipo usado

| | | | |
|--|---|---|---|
| 8. ¿Es aprendiz? | S <input type="checkbox"/> N <input type="checkbox"/> | 10. ¿Le pagan al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales? | S <input type="checkbox"/> N <input type="checkbox"/> |
| 9. ¿Le pagan todas las horas trabajadas? | <input type="checkbox"/> <input type="checkbox"/> | 11. ¿Alguna vez ha sido amenazado o coaccionado a entregar parte de su paga? | <input type="checkbox"/> <input type="checkbox"/> |

| | |
|-------------------------|------------|
| 12a. Firma del empleado | 12b. Fecha |
|-------------------------|------------|

13. Deberes observados por el entrevistador (Por favor sea específico.)

14. Comentarios

| | | |
|---|------------------------------|-----------------------------|
| 15a. Nombre del entrevistador (use letra de imprenta) | 15b. Firma del entrevistador | 15c. Fecha de la entrevista |
|---|------------------------------|-----------------------------|

Examinación de Nómina

16. Comentarios

| | |
|-------------------------------------|------------|
| 17a. Firma del examinador de nómina | 17b. Fecha |
|-------------------------------------|------------|

Instrucciones

Generalidades:

Este formulario será utilizado por personal de HUD y agencias locales a fin de anotar toda información recopilada durante las entrevistas en sitio con obreros y mecánicos empleados en proyectos sujetos a requisitos de pago de salario vigente federal. Por lo general, el personal que efectúe entrevistas en sitio y use este formulario será personal de HUD e inspectores de construcción con comisión, personal de la Oficina de Relaciones Laborales de HUD, e inspectores de contratos de la agencia de normas laborales local.

La información recopilada en este formulario HUD-11 es evaluada para su conformidad general y comparada con informes de nóminas certificados presentados por el empleador correspondiente. La comparación examina la veracidad de los informes de nómina y puede ser crítica para la exitosa conclusión de gestiones de cumplimiento en caso de existir violaciones a las normas laborales. La meticulosidad y exactitud de de la información recopilada durante las entrevistas es trascendental.

Tenga en cuenta que tanto la entrevista misma y la información recopilada en el formulario HUD-11 se consideran ser de carácter confidencial. Las entrevistas se deberán efectuar en forma individual y en privado. Todos los trabajadores y mecánicos empleados en el sitio de trabajo deben ser puestos a disposición para las entrevista a petición del entrevistador. Sin embargo, la participación del empleado es voluntaria. Las entrevistas serán conducidas en una manera y lugar que sean conducentes a los objetivos de la entrevista y ocasionen el menor inconveniente al patrón(nes) y empleado(s).

Instrucciones para rellenar el formulario HUD-11

Líneas 1a - 1c: Auto aclaratorio

Líneas 2a – 2d: Anote el nombre completo del empleado, un número telefónico donde se le pueda contactar, y su dirección residencial. Muchos trabajadores de construcción usan una dirección temporal en la localidad del proyecto y tienen una dirección más permanente en algún otro lugar a donde se les puede enviar correspondencia. Si puede, obtenga una dirección más permanente. Pida al empleado algún tipo de identificación (por ej., licencia de conducir) para verificar su nombre.

Líneas 3a – 4c: Anote las respuestas del empleado. Pregunte a los empleados si tienen un talonario de paga con ellos; si no, determine si el talonario de paga concuerda con la información provista por el empleado.

Líneas 5 – 7: Asegúrese de que las respuestas del empleado sean específicas. Por ejemplo, la clasificación de trabajo (#5) debe identificar el tipo de oficio que desempeña (por ej., carpintero, electricista, plomero) – respuestas tales como “jornalero” o “mecánico” no ayudan para nuestros propósitos.

Líneas 8 – 12b: Auto explicatorio

Líneas 13 – 15c: Estos asuntos representan alguna de la información más importante que se puede recopilar durante una entrevista en sitio. Por favor sea específico en cuanto a los deberes que según su observación desempeñó el empleado. Quizás sea más fácil hacer estas observaciones antes de iniciar la entrevista. Por favor anote cualquier comentario que pueda ser de importancia. Por ejemplo, si el empleado entrevistado estaba trabajando con un equipo, ¿cuántos trabajadores tenía el equipo? ¿Se mostraba el empleado evasivo?

El nivel de precisión garantizado está directamente relacionado al grado que la(s) entrevista(s) u otras observaciones pueden indicar que existen posibles violaciones. Si las entrevistas indican que puede haber paga de salario insuficiente relacionado a algún particular oficio (s), se recomienda al entrevistador conducir entrevistas con tantos trabajadores en ese oficio(s) estén disponibles.

Líneas 16 – 17b: Inicialmente, la información en el formulario HUD-11 puede ser examinada para conformidad general. Por ejemplo, ¿está la clasificación de trabajo y el salario declarado por el empleado compatible con las clasificaciones y tasas de salario en la decisión de salario aplicable? ¿Concuerdan los deberes observados por el entrevistador con la clasificación de trabajo?

Una vez se reciben los informes de nómina certificados correspondientes, se hará una comparación de la información anotada en el formulario HUD-11 con los informes de nómina. Cualquier discrepancia entre la información del formulario HUD-11 y la del informe de nómina será anotada en la línea 16, Comentarios. Si se hacen observaciones de discrepancias se deberán tomar pasos de seguimiento para resolver las discrepancias.

CERTIFICATE AND RELEASE

FROM: _____ (Contractor)

TO: The Housing Authority of the City of Lincoln (the "Authority")

REFERENCE: Contract entered into the _____ day of _____, _____ between the Authority and Contractor for the _____ (Name of Project Work)

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$ _____ .

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which he claims are just and due and owing by the Authority to the contractor:

- (a) _____
- (b) _____
- (c) _____

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor and all Subcontractors were in conformity with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 hereof, the undersigned has received from the Authority all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the Authority from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Authority does not pay in full the amount stated in paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, the Contractor will release the Authority from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Authority may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____, _____.

Company Name
By: _____
Name and Title: _____

Subscribed and sworn to before me this _____ day of _____, _____ .

Notary Public

My Commission expires _____

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. 3/31/2020)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$150,000.

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 by the PHA in completing the work.

- (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) If any 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 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, 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 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the

-
- qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, 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 135. 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 135.
 - (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
 - (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

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 (03/31/2020). 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 Development Coordinator. 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

6. 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, Development Coordinator, Development Coordinator'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 Development Coordinator, the Development Coordinator'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 Development Coordinator, the

Development Coordinator'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.

7. Development Coordinator's Duties, Responsibilities, and Authority:

- (a) The Development Coordinator 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 Development Coordinator 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 Development Coordinator's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- (b) The Development Coordinator 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 Development Coordinator will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

8. Specifications and Drawings:

- (a) If any errors or omissions are found in the Contract documents, notify the Development Coordinator, 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 Development Coordinator.
- (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 Development Coordinator and request clarification before proceeding. If the Contractor fails to so advise the Development Coordinator 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.

9. 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 Development Coordinator (Corby Renard at 326-2916) 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 five (5) 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.

10. Taxes:

- (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.

11. 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. No heavy vehicles will be allowed to use the drives nor will any vehicles be allowed on lawns except as required to perform the work. No storage will be provided by the Owner at the LHA Maintenance Facility or any other location. 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. 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 Development Coordinator 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.

12. 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 Development Coordinator, 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 Development Coordinator 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 Development Coordinator, 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 Development Coordinator 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

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) 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.

2.1.2 Equal opportunity, apprenticeship, health and safety: Requirements are stated in Form HUD-5370 (11/2006) "General Contract Conditions for Small Construction/Development Contracts HUD-5370-EZ (10/2006)", Article 14. "Labor Standards – Davis-Bacon and Related Acts", a copy of which is bound in this Project Manual.

PART THREE - EXECUTION

3.1 WAGE REQUIREMENTS

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 14 of "General Contract Conditions for Small Construction/Development Contracts HUD-5370-EZ (10/2006)" (Copy attached) or as otherwise required by HUD.

3.2 EQUAL OPPORTUNITY, APPRENTICESHIP, HEALTH AND SAFETY

Comply with requirements of HUD and the Form stated in Paragraph 2.1.2 above.

3.3 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 Development Coordinator, 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 Development Coordinator 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 site 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 Development Coordinator 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 Development Coordinator, the Owner shall pay to the Contractor, on account of the Contract, 95% of the value of labor and materials incorporated in the Work. Payments for 95% of the actual value of materials stored off site as documented in copies of invoices from material suppliers may be paid by the Owner only if all the requirements of General Conditions Article 27, Paragraph (g), have been met.

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 Development Coordinator, 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) Certificate and Release;
- 3) 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.);
- 4) Any additional records or information as may be required by HUD.

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 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

The Owner can not require Tenants to provide utilities for work under this contract. The Contractor shall not use a Tenant's water or electricity without specific permission from the Tenant. The Contractor shall provide other sources for utilities as required.

PART TWO - PRODUCTS

2.1 UTILITIES

2.1.1 General: All temporary utilities shall be subject to the Development Coordinator's approval.

2.1.2 Water: Furnish and install any required 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. Do not use Tenant's existing water supply unless specific permission is obtained.

2.1.3 Electricity: Furnish and install all necessary temporary power and lighting facilities by portable generator or other acceptable means. The Contractor shall pay all costs of temporary electrical power, including costs of installation, maintenance and removal. The Contractor shall pay all costs of all electrical energy used during the construction period. Do not use Tenant's existing electrical service unless specific permission is obtained.

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 FIELD OFFICES AND SHEDS

No space on the sites will be available for a field office or storage sheds. The Contractor shall provide all required storage and office space off site.

2.3 SANITARY FACILITIES

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

2.4 ENCLOSURES

Furnish, install and maintain for the duration of construction all required scaffolds, tarpaulins, fences, barricades, canopies, warning signs, steps, bridges, platforms, and other temporary construction necessary for proper completion of the Work in compliance with all safety and other regulations.

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 Development Coordinator 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 Development Coordinator 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 Development Coordinator 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 Development Coordinator 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 Development Coordinator 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 Development Coordinator": 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 Development Coordinator'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 Development Coordinator 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 - CLEANING

1.1 Work included: The Contractor shall, throughout the construction period, maintain the building and 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 off site. Provide the required protection of materials, existing construction, and Tenant's contents.
- 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.
- 3) Back charges: Charges for service calls, resulting from complaints to the Owner by Tenants or by adjoining property owners, will be charged to the Contractor and will be deducted from his payments, if the Development Coordinator determines that the Contractor has failed to clean up in accordance with the terms of this Section.

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) 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.
- 4) Timing: Schedule final cleaning as approved by the Development Coordinator to enable the Owner to accept a completely clean project.

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION**PART ONE - GENERAL**

1.1 DESCRIPTION

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

- 1) Removal of existing windows Section 08 53 13;

1.2 JOB CONDITIONS

1.2.1 Occupancy: Owner's Tenants will occupy the buildings during selective demolition. Conduct selective demolition work in a manner that will minimize the need for disruption of Owner's Tenant's normal operations.

1.2.2 Condition of Structures: Owner assumes no responsibility for actual condition of items to be demolished. Conditions existing at time of bidding will be maintained by Owner insofar as practicable.

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

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

1.3 PRODUCT HANDLING

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

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

PART TWO - PRODUCTS

2.1 ENVIRONMENTAL CONTROLS

Use suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

2.1 DEBRIS REMOVAL CONTAINERS

Use dump trucks, dump trailers, or Roll-offs to collect and haul away removed materials. Location of removal containers to be coordinated with the Development Coordinator.

PART THREE - EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

3.2.2 Locate, identify, and protect utility services to remain. Provide minimum of 24 hours advance notice to Owner if shutdown of service is necessary.

3.3 DEMOLITION

3.3.1 Scheduling: Carefully coordinate removal of existing items with installation of new work so that removal and installation can be completed in the shortest practical time and building can be repaired prior to any weather damage.

3.4 CLEANUP

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

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

END OF SECTION

SECTION 06200 - MILLWORK AND FINISH CARPENTRY**PART ONE - GENERAL**

1.1 DESCRIPTION

1.1.1 Work included: Provide all finish carpentry labor, millwork items and finished wood trim needed for a complete and proper installation including, but not necessarily limited to:

- 1) Installing new wood trim at new windows;
- 2) Provide all wood, and all other items needed for finished carpentry and mill made items in this Work.

1.1.2 Related work described elsewhere:

- 1) Vinyl windows: Section 08531

1.2 QUALITY ASSURANCE

Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section. In acceptance or rejection of the work of this Section, the Architect will make no allowance for lack of skill on the part of workmen.

1.3 PRODUCT HANDLING

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

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

PART TWO - PRODUCTS

2.1 WOOD TRIM

Provide wood trim of Pine, or other species suitable for stain and varnish to match the existing trim finish and in a profile to match existing as closely as possible in a standard milled shape as approved by Architect. Provide new trim at interior of each new window.

2.2 FASTENERS

Provide fasteners properly selected for the material to be fastened and the substrate to which the material will be fixed, designed to develop proper and adequate strength commensurate with the use.

2.3 OTHER MATERIALS

All other materials, not specifically described but required for a complete and proper installation as indicated on the Drawings, shall be new, suitable for intended use, and subject to the approval of the Architect. All wood shall have a range of moisture content from 6 to 11 percent, and shall be dressed free of tool marks and other objectionable defects.

PART THREE - EXECUTION

3.1 INSPECTION

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

3.2 INSTALLATION OF INTERIOR WOOD TRIM

3.21 Job conditions: Prior to the start of installation, condition all woodwork to the average prevailing humidity conditions in the installation areas.

3.22 Fastening: All work shall be well fitted and securely fastened in its proper location with nails, screws, or other approved fastening devices. Nails shall be set so they can be filled to match finishes. Screws shall be countersunk so they can be filled. Provide concealed fasteners and blind nailing where required.

3.23 Joints: Install work with a minimum number of joints possible, using full-length pieces to the greatest extent possible. Cope at returns, miter at corners, and comply with Quality Standards for joinery.

3.24 Repair work: Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually. Where not possible to repair properly, replace woodwork.

END OF SECTION

SECTION 07 21 00 - THERMAL INSULATION

PART ONE - GENERAL

1.1 DESCRIPTION

1.1.1 Work included: Provide all building insulation required for this Work including, but not necessarily limited to:

- 2) Spray foam sealer applied around installed windows.

1.2 QUALITY ASSURANCE

1.2.1 Standards: Comply with the standards specified in this Section.

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

1.3 PRODUCT HANDLING

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

1.3.2 Delivery and storage: Deliver materials to the job site, in original unopened packages, clearly marked with product brand name and manufacturer's labels. Store under cover and protect from weather and construction activities. Do not expose rigid foam insulation to sunlight, except to extent necessary for installation and concealment.

1.3.3 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 INSULATION MATERIALS

2.1.1 Joints: Provide polyurethane, insulating foam sealant. Provide "Tite Foam" as manufactured by Loctite, Great Stuff Pro as manufactured by Dow, or an equivalent approved in advance of the bid per Specifications Section 01 60 01.

2.1.5 Other materials: All other materials not specifically described but required for a complete and proper installation of the work of this Section, shall be as selected by the Contractor subject to the approval of the Architect.

PART THREE - EXECUTION

3.1 INSPECTION AND PREPARATION

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

3.1.2 Preparation: Clean substrates of any substance or projections harmful to insulation or sealant materials.

3.2 INSTALLATION OF FOAM SEALANT

Install foam sealant in conformance with manufacturer's instructions. spray foam sealant into approximately ¼" gaps on all sides of newly installed windows.

3.4 VERIFICATION AND INSPECTION

Upon completion of the installation in each area, visually inspect and verify that all insulation is complete and properly installed. Repair wherever found to be damaged.

END OF SECTION

SECTION 07 92 00 – JOINT SEALANTS

PART ONE - GENERAL

1.1 DESCRIPTION

Provide and apply all joint sealants and all other items needed for the application of joint sealants as specified herein but not specifically described in other Sections of these Specifications.

1.1.1 Exterior joints in the following vertical surfaces and horizontal nontraffic surfaces:

- a. Joints between new vinyl window and block opening.
- b. Other joints indicated.

1.2 QUALITY ASSURANCE

1.2.1 Qualifications of workmen: Provide sufficient workmen and supervisors who shall be present at all times during execution of this portion of the Work, and who shall be thoroughly familiar with the type of construction involved and the materials and techniques specified.

1.2.2 Standards: Comply with all pertinent codes and regulations, and with the standards listed in this Section.

1.2.3 Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.2.4 Project Conditions: Do not proceed with installation of joint sealants under the following conditions :

- a. When ambient and substrate temperature conditions are outside limits permitted by joint—sealant manufacturer or are below 40 deg F (5 deg C)] .
- b. When joint substrates are wet.
- c. Where joint widths are less than 1/4 inch (6 mm) or less than those allowed by joint—sealant manufacturer for applications indicated.
- d. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.3 SUBMITTALS

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

1.3.2 Product data: Manufacturer' s color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.

PART TWO - PRODUCTS

2.1 MATERIALS

All materials shall meet or exceed the following, unless otherwise specifically approved in advance by the Architect:

- a. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- b. Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.

2.2 MANUFACTURES

a. Sealants:

1. Tremco: Vulkem: www.tremcosealants.com
2. Bostik, Inc: www.bostik.com
3. GE Silcones: www.gesilicones.com
4. Pecora Corporation: www.pecora.com
5. Substitutions: See Section 01 60 01

2.3 OTHER MATERIALS

All other materials not specifically described but required for a complete and proper installation as indicated on the Drawings, shall be new, suitable for intended use, and subject to the approval of the Architect.

PART THREE - EXECUTION

3.1 INSPECTION

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

3.2 JOINT SEALANT APPLICATION

Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

3.2.1 Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

3.2.2 Proven techniques: Install sealants using proven techniques that comply with the following and at the same time backings are installed:

- a. Place sealants so they directly contact and fully wet joint substrates.
- b. Completely fill recesses in each joint configuration.
- c. Produce uniform, cross—sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- 3.2.3 Tooling of Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
- a. Remove excess sealant from surfaces adjacent to joints .
 - b. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - c. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.5 CLEANING-UP

Keep the premises in a neat, safe, and orderly condition at all times during execution of this portion of the Work, free from accumulation of sawdust, cut ends, and debris.

END OF SECTION

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

1.1 DESCRIPTION

1.1.1 Work included: Provide all vinyl 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 work and materials of all other trades.

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

1.3 SUBMITTALS

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

1.3.2 Product data: Furnish Shop Drawings containing the following information:

- 1) Complete materials list of all items proposed to be furnished under this Section;
- 2) Drawings showing each of the items to be provided under this Section, completely showing cross sectional configurations and sizes demonstrating compliance with the Drawings and these Specifications.

PART TWO - PRODUCTS

2.1 VINYL WINDOWS

2.1.1 Slider window: Furnish vinyl windows in single-slide, in size and arrangements as shown on the Drawings. Field verify rough opening sizes and provide custom size windows where required.

2.1.2 Approved manufacturers: TAFCO Slider Vinyl Windows as distributed by The Home Depot on line, or provide equivalent approved by the Housing Authority.

2.1.3 Characteristics:

- 1) Heavy-duty extruded welded vinyl sash and main frame in color "White".
- 2) One cam action lock per window.
- 3) Double pane glass with a U value of 0.49 or less.
- 4) Insect screen.

2.2.1 Single hung: Furnish 2 single-hung vinyl windows with brick mould ganged together with size and arrangements as shown on the Drawings. Field verify rough opening sizes and provide custom size windows where required.

2.2.2 Approved manufacturers: TAFCO Single Hung Vinyl Windows as distributed by The Home Depot on line, or provide equivalent approved by the Housing Authority.

2.2.3 Characteristics:

- 1) Heavy-duty extruded welded vinyl sash and main frame in color "White".
- 2) One cam action lock per window.
- 3) Double pane glass with a U value of 0.49 or less.
- 4) Insect screen.

2.3 OTHER MATERIALS

Provide matching vinyl "L" trim for exterior jambs and heads. 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 Owner.

PART THREE - EXECUTION**3.1** INSPECTION

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

3.2 INSTALLATION

3.2.1 General: Install the work of this Section in strict accordance with the manufacturer's recommendations and these Specifications. Prior to window installation, neatly grind down any surface irregularities that would prevent proper fit of the new windows.

3.2.2 Fastening: Secure all window frames in their proper locations, with sills and heads level and side jambs plumb. Fasten heads to rough opening at

tops with screws and secure sides and bottoms with silicone calk, anchoring all components firmly into position for long life under hard use.

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

END OF SECTION