

PROJECT MANUAL
including specifications
for the construction of

HALL WINDOW REPLACEMENT - 2025

Scattered Sites
Lincoln, Nebraska

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

DEVELOPMENT
COORDINATOR: Bob Goggins
Lincoln Housing Authority
5700 "R" Street
Lincoln, NE 68505

Telephone 402-429-9616

DATE: September 2, 2025

PROJECT NUMBER: CFP-2024-01

LINCOLN HOUSING AUTHORITY
HALL WINDOW REPLACEMENT - 2025

Scattered Sites
Lincoln, Nebraska

TABLE OF CONTENTS

A. Cover Page

B. Table of Contents

C. Invitation to Bid

D. Instructions to Bidders for Contracts HUD-5369 (10/2002)

E. Supplementary Instructions to Bidders

E. Sample Forms

Bid Form

Representations, Certifications, and Other Statements of Bidders HUD-5369-A (11/92)

Non-Collusive Affidavit

Previous Participation Certification HUD-2530 (10/2016)

Equal Opportunity Form

E-Verify Certification

Nebraska New-Hire Reporting Form

Conflict of Interest Certification

Contract Form

Certificate and Release

G. General Conditions of the Contract for Small Construction/ Development HUD-5370-EZ (1/2014)

H. Supplementary Conditions and Special Conditions

I. Wage Rate Decision Number, NE20250002 01/03/2025

J. Specifications: (Divisions not shown are Not in Contract)

Division 01 - General Requirements:

01 10 61	HUD Requirements
01 29 00	Progress Payments and Final Payment
01 33 01	Shop Drawings and Samples
01 50 01	Temporary Utilities & Facilities
01 60 01	Substitutions of Materials and Approval
01 73 01	Progress and Final Cleaning

Division 02 – Existing Conditions

02 41 13 Selective Demolition

Division 08 - Openings

08 53 13 Vinyl Windows

K. List of Sites

L. Site Map

M. Drawings:

A1 Window Elevations

A2 Hall Plan and Elevations

D1 Single-hung Head and Jamb Details @ Vinyl
Siding

D2 Single-hung Sill Detail @ Vinyl Siding

END OF TABLE OF CONTENTS

INVITATION TO BID

Notice is given hereby that the Owner,

HOUSING AUTHORITY OF THE CITY OF LINCOLN

will accept sealed bids on a single, firm, fixed-price contract to include all work for

Hall Window Replacement - 2025

according to the Drawings and Specifications prepared by Robert D. Goggins, Architect, of the Lincoln Housing Authority, and described in general as follows:

Remove and replace windows at 23 units at scattered sites, Lincoln, Nebraska.

The Housing Authority will receive sealed bids until:

2:00 P.M., Thursday, October 2, 2025

at the offices of The Housing Authority

5700 "R" Street, Lincoln, Nebraska, 68505

The bids will be publicly opened and read aloud at that time and place. Bids received after that time will not be accepted. Interested parties are invited to attend.

The bidding documents may be examined at the Owner's office.

Bidders may secure copies of the proposed Contract Documents from:

1. <https://www.l-housing.com/Vendors.html>
2. <http://www.buildersbureau.com/ipin/MainLogin.asp>
3. No paper sets will be issued.

Bid Security in the amount of 5% of the Base Bid will be required to accompany bids.

A Performance Bond, and Labor and Material Payment Bond are required of the successful General Contractor.

All bids shall remain in effect and may not be modified, withdrawn or canceled for a period of 30 calendar days after the scheduled closing time for the receipt of bids.

The Owner reserves the right to reject any or all bids and to waive any informalities or irregularity in any bid received.

Minimum wage provisions of the Davis-Bacon act will be enforced on this project.

Construction time may be a consideration in the award of the Bid.

Quality and craftsmanship are important to the Owner and may be a consideration in the award of the Bid. Contractor shall bid only the highest quality installation of the materials specified.

Submittals for approval of proposed substitutions must be received by the Architect not later than 7 full calendar days prior to the bid date. See Section 01 60 01 for details of submittal requirements.

END OF INVITATION TO BID

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

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

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

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

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

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

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

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

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

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

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

2. Explanations and Interpretations to Prospective Bidders

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

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

3. Amendments to Invitations for Bids

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

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

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

4. Responsibility of Prospective Contractor

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

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

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

5. Late Submissions, Modifications, and Withdrawal of Bids

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

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

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

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

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

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

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. General: The "Instructions to Bidders" for this Contract are found in HUD Form, Instructions to Bidders for Contracts, HUD-5369 (10/2002). The following supplements modify, change, delete from or add to the Instructions to Bidders. Where any article of the Instructions to Bidders is modified, or any paragraph, subparagraph or clause thereof is modified or deleted by these Supplementary Instructions to Bidders, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.
2. Definitions: Addenda (called "amendments" in the Instructions to Bidders) are written or graphic instruments issued by the Architect prior to execution of the Contract, which modify or interpret the proposed Contract Documents by additions, deletions, clarifications, or corrections.
3. Add the following subparagraph (i) to Clause 1. "Bid Preparation and Submission":
 - (i) **Submit the original signed copy of the Bid Form; a Bid Security of 5%; and if bid is \$50,000 or more, Non-Collusive Affidavit and Previous Participation Certificate.**
4. Add the following subparagraph (c) to Clause 2. "Explanations and Interpretations to Prospective Bidders":
 - (c) It shall be the bidder's responsibility to make inquiry as to Addenda issued. All such Addenda shall become a part of the Contract and all bidders shall be bound by such Addenda.
5. Amend subparagraph (c) to Clause 3. "Amendments to Invitations for Bids" to read as follows:
 - (c) Amendments will be on file in the office of the Architect at least ten (10) days before bid opening.
6. Add the following subparagraph (h) to Clause 5. "Late Submissions, Modifications, and Withdrawal of Bids":
 - (h) Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid.
7. Amend subparagraph (b) to Clause 7. "Service of Protests" to read as follows:
 - (b) Protests shall be served on the Owner by obtaining written and dated acknowledgment from Chris Lamberty, Executive Director, Lincoln Housing Authority, 5700 "R" Street, Lincoln, Nebraska 68505.
8. Add the following subparagraphs (h), (i) & (j) to Clause 8. "Contract Award":
 - (h) The Owner is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are included in lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD. The current list of ineligible contractors is available at <https://www.sam.gov/portal/SAM>.

(i) The Owner also reserves the right to reject the bid of any bidder who has previously failed to perform properly, or to complete on time, contracts of a similar nature, who is not in a position to perform the contract, or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material men, or employees.

(j) If a contract award is made, the contract will be awarded to the lowest and best bidder; however, the ability of a bidder to obtain a performance bond shall **not** be regarded as the sole test of such bidder's competency or responsibility. Contractor's past performance in regard to quality of work on similar projects and completion of work within the contract time will be considerations for award of the contract.

9. Amend Clause 9. "Bid Guarantee" to be applicable to all contracts regardless of dollar amount and to read as follows:

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee shall be a cashier's check **OR** a bid bond secured by a surety company acceptable to the U. S. Government and authorized to do business in the state of Nebraska. Cashier's checks shall be made payable to "Housing Authority of the City of Lincoln". The Bid guarantee shall insure the execution of the contract and the furnishing of performance and payment bonds by the successful bidder. Failure to submit a bid guarantee with the bid is cause for rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Amend subparagraph (a) and add subparagraph (e) to Clause 10. "Assurance of Completion" to read as follows:

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

(e) Within seven days after notice of award, the successful bidder shall secure and post a Performance Bond and Labor and Materials Payment Bond, in the amount of 100% of the Contract Sum, written by a Surety Company licensed to do business in the State of Nebraska. **The prescribed form of the bond is the AIA Document A312.** The successful bidder shall require the Attorney in Fact who

executes the required bond on behalf of the Surety to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

11. Delete Clause 12. "Indian Preference Requirements" in its entirety. (This Clause is not applicable to this Contract.)

12. Davis Bacon Wage Requirements: The Bidder's attention is directed to the minimum wage provisions found in the "General Contract Conditions for Small Construction/Development Contracts – Public Housing Programs HUD-5370 EZ (1/2014), Article 14. "Labor Standards – Davis-Bacon and Related" and Specifications Section 01 10 61, Paragraph 3.1.

13. Lead-Based Paint: Any Contractor awarded a contract for modernization shall be required to comply with 24 CFR Part 35 prohibiting the use of lead-based paint.

14. Equal Employment Opportunity: Attention is called to the Equal Employment Opportunity provisions of the Contract and the requirements for affirmative action by the Contractor thereunder.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. Such a certification is printed on the bid form and is deemed executed by submission of the bid.

The contractor must also provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause:

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF
REQUIREMENT FOR CERTIFICATIONS OF
NONSEGREGATED FACILITIES

(1) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal opportunity clause.

(2) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

Certifications submitted by subcontractors shall be retained in the files of the prime contractor or subcontractor receiving the certification. Where a prime contractor or subcontractor does business with a concern on a continuing basis, a single certification may be submitted periodically, rather than with each transaction.

15. Permits: The Contractor shall secure and pay for all required permits.
16. Taxes: Bidders shall include in their Bid the cost of all taxes except sales tax. Housing Authority of the City of Lincoln is a tax exempt organization. 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.
17. Substitutions of Materials and Approval: Bidders are directed to take note of Section 01 60 01 - Substitutions of Materials and Approval, as found in Division One - General Requirements. **No substitutions shall be allowed, if not pre-approved.**
18. Prebid Conference: A Prebid Conference will be held September 1, 2016, at 3:30 PM at Site 6, 1715 70th Street. Prospective bidders and suppliers are invited to attend.
19. Post-Bid Submittals: Upon notification of acceptance of the Bid, the successful bidder shall, within seven (7) days thereafter, submit to the Architect the following:
 1. A designation of the work to be performed by the successful bidder, with his own forces.
 2. A list of names, addresses, and phone numbers of the subcontractors, material suppliers, and other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. The Contractor shall provide documentation that each Subcontractor is not included in lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD.
 3. A complete list of itemized Base Bid costs as described in Section 01 29 00, Paragraph 1.3.
 4. Bonds as described in Paragraph 10. above.
 5. Insurance Certificates for Contractor and Subcontractors as specified at Sample Forms and Supplementary Conditions.
 6. Equal Opportunity Form per Paragraph 20 below.
 7. E-Verify Certification per Paragraph 21 below.
 8. Internal Revenue Service W-9 Form **if required** in Paragraph 22 below.
 9. Nebraska New Hire Reporting Form **if required** in Paragraph 23 below.

20. EQUAL OPPORTUNITY FORM

The successful bidder shall complete and submit as a post bid submittal the Equal Opportunity Form, a copy of which is included herein.

21. E-VERIFY CERTIFICATION

The successful bidder shall complete and submit as a post bid submittal the E-Verify Certification Form, a copy of which is included herein.

22. IRS FORM W-9

If the Contractor has not previously contracted with the Lincoln Housing Authority, the Contractor shall furnish and deliver to the Housing Authority an executed Internal Revenue Service Form W-9.

23. NEBRASKA NEW HIRE REPORTING FORM

If the Contractor is an Independent Contractor, Housing Authority of the City of Lincoln will register the Contractor as a New Hire on www.ne-newhire.com as required under Nebraska Statute 48-2301 for the purposes of facilitating the collection of child support. To that end, the Contractor, if an Independent Contractor, must complete the Employee Section of the Nebraska New Hire Reporting Form for himself and submit to LHA. This form is not applicable if the Contractor is a corporation, partnership, or other entity.

24. Approval of Subcontractors: Prior to the award of the Contract, the Architect will notify the successful bidder in writing if the Architect or Owner, after due investigation, has reasonable objection to any such proposed subcontractor, person or organization. If the Architect or Owner has reasonable objection, the successful bidder may submit an acceptable substitute subcontractor, person or organization with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. No adjustment to the bid price shall be allowed for the replacement of a subcontractor included in lists of contractors ineligible to receive awards from the United States, as furnished from time to time by HUD.

Subcontractors, persons, or organizations proposed by the successful bidder and to whom the Architect or Owner has made no reasonable objection, must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

25. Execution of the Agreement: Subsequent to the award and within seven days after the prescribed forms are mailed to the Contractor by the Architect, the successful bidder shall execute and deliver to the Architect the contract in the form furnished in such number of counterparts as the Owner may require.

The failure of the successful bidder to supply to the Architect the required post-bid submittals as described in Paragraph 19. above, complete and correct; provide Bonds as described in Paragraph 10. above; and to execute the Contract, all within Seven (7) calendar days after the Architect has mailed the Contract to the Contractor for signature, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall constitute a default. Upon such default, the Owner may either award the

contract to the next responsible bidder or readvertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty.

26. Time of Commencement of the Work and Completion: The Work shall not start prior to Notice to Proceed issued to the Contractor by the Architect. The Work shall be scheduled per Paragraph 5(e) of the Supplementary Conditions and Special Conditions. The Contractor shall complete all Work under the Contract within the time stated on his Bid Form. The Owner may choose to terminate the Contract if the work is not diligently pursued or is not completed within the agreed contract time. The Owner may also choose not to award future contracts to a successful bidder who fails to complete the project within the contract time.

END OF INSTRUCTIONS TO BIDDERS

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:

BID FORM	Copy Attached
BID BOND	AIA Document A310
Submit with bid only if bid security is bond	
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 & MATERIAL SUPPLIERS)	Use Contractor letterhead
COST BREAKDOWN (as described in Section 01 29 00, Paragraph 1.3)	AIA Document G703
PERFORMANCE BOND and LABOR & MATERIAL PAYMENT BOND	AIA Document A312
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
FORM

Submit only if required in
Supplementary Instructions to Bidders

Job Number CFP-2024-01

Copy Attached

2.3 Payment Application Submittals:

APPLICATION AND CERTIFICATE
FOR PAYMENT

AIA Documents G702 & 703

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
in progress

01/02/2015 NE2

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
PAYMENT OF DEBTS & CLAIMS

AIA Document G706

CONTRACTOR'S AFFIDAVIT OF
RELEASE OF LIENS

AIA Document G706A

CONSENT OF SURETY
TO FINAL PAYMENT

AIA Document G707

CERTIFICATE AND RELEASE

Copy Attached

END OF SAMPLE FORMS

BID FORM

A Proposal of: _____
(Name of Business, herein called "Bidder")

To: HOUSING AUTHORITY of the CITY OF LINCOLN here-in called "Owner"

1. Pursuant to and in compliance with the Invitation to Bid and the proposed Contract Documents relating to construction of:

HALL WINDOW REPLACEMENT - 2025 located at Scattered Sites in Lincoln, Nebraska,

including Addenda _____

the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the sites in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials, and to do all the work required to construct and complete said Work in accordance with the Contract Documents, for the following sum of money:

A. Total Base Bid: All labor, materials, services and equipment necessary for completion of the work at Sites 1 thru 23 as shown on the Drawings and in the Specifications:

_____ Dollars (\$ _____)
(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

2. Brand & models of new windows proposed to be furnished under bid:

_____.

3. The undersigned Bidder agrees to complete the work in _____
_____ calendar days from the date a Notice to Proceed is issued.

4. Bid Security in the amount of \$ _____
and in the form of _____ is hereby submitted in accordance with the Bidding Documents.

5. By submitting this bid, the Bidder certifies to the Owner that the Bidder is an Equal Opportunity Employer and does not discriminate in his/her hiring or work practices.

6. I understand that the Owner reserves the right to reject this bid, or to waive any informality or irregularity in any bid received.

7. I understand that this bid shall remain good and may not be withdrawn for a period of 30 days from the bid date.

8. If written notice of the acceptance of this bid is mailed or delivered to the undersigned within thirty days after the date set for the opening of this bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within seven calendar days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

Respectfully submitted,

BIDDER:

(Name of Business)

(Address)

(City, State and Zip Code)

(Telephone Number)

The undersigned certifies that he/she is duly authorized to bind the Bidder to the terms and conditions of this bid proposal:

(Name of Bidder)

(Signature)

(Title)

Type of business entity:

(Corporation, Co-Partnership, Individual, Etc.)

(
(CORPORATE)
(SEAL)
()
()

Individual members of the firm:

President of the corporation: _____

Secretary of the corporation: _____

Corporation is organized under the laws of the State of _____

Bid dated this _____ day of _____, 2025.

END OF BID FORM

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

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

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Certificate of Independent Price Determination	1
2. Contingent Fee Representation and Agreement	1
3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	1
4. Organizational Conflicts of Interest Certification	2
5. Bidder's Certification of Eligibility	2
6. Minimum Bid Acceptance Period	2
7. Small, Minority, Women-Owned Business Concern Representation	2
8. Indian-Owned Economic Enterprise and Indian Organization Representation	2
9. Certification of Eligibility Under the Davis-Bacon Act	3
10. Certification of Nonsegregated Facilities	3
11. Clean Air and Water Certification	3
12. Previous Participation Certificate	3
13. Bidder's Signature	3

1. Certificate of Independent Price Determination

(a) The bidder certifies that--

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

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

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

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

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

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

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

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

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

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

[] [Contracting Officer check if following paragraph is applicable]

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

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

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

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

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

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

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

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

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

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

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

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

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

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

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

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

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

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

4. Organizational Conflicts of Interest Certification

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

- (a) Result in an unfair competitive advantage to the bidder; or,
 - (b) Impair the bidder's objectivity in performing the contract work.
- [] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

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

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

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

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

6. Minimum Bid Acceptance Period

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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

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

The bidder represents and certifies that it:

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

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

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

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

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

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

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

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

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

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

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

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

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

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

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

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

The bidder certifies that:

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

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

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

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

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

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

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

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__

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

US Department of Housing and Urban Development Office of Housing/Federal Housing Commissioner

US Department of Agriculture Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (See instructions)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

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. **Warning:** 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.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. 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. **Note:** 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, **"No previous participation, First Experience"**.

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 Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

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)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

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.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: 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.

Who Must Sign and File Form HUD-2530:

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.

Exception for Corporations – 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 full disclosure.

Exemptions – 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.

Where and When Form HUD-2530 Must Be Filed:

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.

Review of Adverse Determination: 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.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: 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.

Block 2: 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 **all** 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.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: 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."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: 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 Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

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 **must be** 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.

Column 2. 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.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. 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.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: 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.

Privacy Act Statement: 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.

Public reporting burden 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.

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)															
	Race/Ethnicity															
	Hispanic or Latino		Not-Hispanic or Latino												Total A-N	
			Male						Female							
	Male	Female	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races		
	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/>

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

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:

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

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

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

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Conflict of Interest Certification
HALL WINDOW REPLACEMENT - 2025

I, Chris Lamberty, Executive Director of The Housing Authority of the City of Lincoln, (the "Authority") do hereby certify that to the best of my knowledge after due inquiry and investigation, no employee, officer, Member of the Board of Commissioners or agent of the Authority who has participated directly or indirectly in the selection, award or administration of the contract for the Hall Window Replacement - 2025 Project:

- A). Has a financial or any other type of interest in _____, which was the successful bidder and received the award of the contract for the project;
- B). Has a relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister) or partner who has a financial or any other type of interest in _____;
- C). Nor does _____ employ, is negotiating to employ or has an arrangement concerning prospective employment of any of the above.

IN WITNESS WHEREOF, I have signed this Certificate this _____ day of October, 2025.

Chris Lamberty, Executive Director
The Housing Authority of the City of Lincoln

FORM OF CONTRACT

THIS AGREEMENT, made this _____(____) day of **October, 2025**, 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 _____, (a corporation) of _____, _____, _____, 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 Window Replacement I** described as follows:

Remove and replace existing windows at 23 scattered sites in Lincoln, Nebraska;

herein called the project, for the sum of _____ Dollars \$ _____ 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 Robert Goggins, Development Coordinator, Lincoln Housing Authority, 5700 "R" Street, Lincoln, Nebraska; herein entitled the Architect/Engineer, 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 --Public and Indian Housing Programs, HUD-5370 EZ(1/2014);
2. Supplementary Conditions and Special Conditions as contained in the Project Manual dated 9/2/2025;
3. Specifications as contained in the Project Manual dated 9/2/2025, as follows:

01 10 61	HUD Requirements	pp 1 thru 4
01 29 00	Progress Payments and Final Payment	pp 1 thru 2
01 33 01	Shop Drawings and Samples	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 13	Selective Demolition	pp 1 thru 3
08 53 13	Vinyl Windows	pp 1 thru 3

4. Drawings as described by Number and date below:

	Location Map – Hall Units	9/2/2025
A1	Window Elevations	9/2/2025
A2	Hall Plan & Elevations	9/2/2025
D1	Single Hung Head & Jamb Details @ Vinyl Siding	9/2/2025
D2	Single Hung Sill Detail @ Vinyl Siding	9/2/2025

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

None

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

None

7. Unit prices, if any, are as follows:

None

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

Instructions to Bidders for Contracts HUD-5369	pp 1 thru 4
Supplementary Instructions to Bidders	pp 1 thru 6
Wage Rate	pp 1 thru 5
Sample Forms	pp 1 thru 2
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 _____ (____) consecutive days thereafter.

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 Section 01 29 00 Progress Payments and Final Payment of the Specifications.

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

IN WITNESS WHEREOF, the parties to these presents have executed this contract in two (2) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)

Housing Authority of the City of
Lincoln

ATTEST:

By _____

Pat Colombi, Executive Secretary
(Witness)

Executive Director
(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.

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. 11/30/2023)

See Page 7 for Burden Statement

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

1. Definitions

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

2. Prohibition Against Liens

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

3. Disputes

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

4. Default

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

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

5. Termination for Convenience

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

6. Insurance

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

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

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

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

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

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

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which

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

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

8. Changes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Examination and Retention of Contractor's Records

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

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

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

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

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

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

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; **provided**, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(c) Payrolls and Basic Records.

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

the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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

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

- (e) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (f) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (g) Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract
- (h) Contract Termination; Debarment. A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (i) Compliance with Davis-Bacon and related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- (j) Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (k) Certification of Eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

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

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

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

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

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

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

SUPPLEMENTARY CONDITIONS AND SPECIAL CONDITIONS

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

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

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

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

- | | | |
|----|---|-------------|
| 1. | General Liability: | |
| | Each Occurrence | \$1,000,000 |
| | Damage to Rented Premises | \$ 0 |
| | Medical Expense (Any one person) | \$ 0 |
| | Personal & Advertising Injury | \$1,000,000 |
| | General Aggregate | \$2,000,000 |
| | Products Completed/Operations Aggregate | \$2,000,000 |
| 2. | Automobile Liability: | |
| | Combined Single Limit | \$ 500,000 |
| | or | |
| | Bodily Injury (Per person) | \$ 250,000 |
| | Bodily Injury (Per accident) | \$ 500,000 |
| | Property Damage (Per accident) | \$ 100,000 |
| 3. | Umbrella Liability/Excess Liability: | |
| | Each Occurrence | \$ 0 |
| | Aggregate | \$ 0 |

4.	Worker's Compensation & Employer's Liability:	
	Worker's Compensation	Statutory
	E.L. Each Accident:	\$ 500,000
	E.L. Disease (Each employee)	\$ 500,000
	E.L. Disease (Policy limit)	\$ 500,000

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

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

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

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

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

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

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

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

NOTE: ALL OF THE FOLLOWING SPECIAL CONDITIONS SHALL BE ADDED

7. Contractors Responsibility for Work:

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

8. Shop Drawings: All Shop Drawings are to be submitted to and approved by the Architect in accordance with Specifications Section 01 33 01. Shop Drawings shall be submitted to the Architect in the quantities described in Specifications Section 01 33 01.

9. Architect's Duties, Responsibilities, and Authority:

- (a) The Architect shall interpret and decide on matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes or other matters in question between the Owner and Contractor, but will not be liable for results of any interpretations or decisions rendered in good faith. The Architect's decisions in matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- (b) The Architect shall not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

10. Specifications and Drawings:

- (a) If any errors or omissions are found in the Contract documents, notify the Architect, in writing, of such error or omission and request clarification before proceeding with the Work.
- (b) Abide by and comply with the true intent of the Contract Documents and do not take advantage of any unintentional error or omission. Fully complete every part of the Work in accordance with the true intent and meaning of the Contract Documents as decided by the Architect.
- (c) If the work is shown or specified in a manner, which in the opinion of the Contractor, is contrary to good practice or recognized procedures, advise the Architect and request clarification before proceeding. If the Contractor fails to so advise the Architect of his opinion, no excuse will thereafter be considered for failure to produce satisfactory work.
- (d) Numerical dimensions, in all cases, are to be followed in preference to direct scale measurements of the Drawings. All repeated features throughout must be constructed alike, although drawn in detail only once. All indications of materials, etc., shall be understood to apply to all similar features throughout.

11. Construction Schedule:

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

12. Material and Workmanship:

- (a) Bidders shall include in their Bid the cost of all applicable taxes. Housing Authority of the City of Lincoln is a tax exempt organization. The Contractor shall pay no sales taxes for the Work or portions thereof. The Owner will provide State Department of Revenue Form 17, "Purchasing Agent Appointment", in which the Owner shall appoint the Contractor a purchasing agent. In turn the Contractor shall submit to each subcontractor and materials supplier, State Department of Revenue Form 13, "Nebraska Resale or Exempt Sales Certificate", which shall allow them to purchase materials exempt from sales tax.

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

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

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

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

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

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

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

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

END OF SUPPLEMENTARY AND SPECIAL CONDITIONS

Superseded General Decision Number: NE20240002

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:	<div>. Executive Order 14026 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</div>
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:	<div>. Executive Order 13658 generally applies to the contract.</div> <div>. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</div>

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

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

Modification Number0

Publication Date01/03/2025

SUNE1985-002 03/01/1985

	Rates	Fringes
Air Conditioning Mechanic.....	\$ 8.00	**

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). 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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"

SECTION 01 10 61 - HUD REQUIREMENTS**PART ONE - GENERAL****1.1 DESCRIPTION**

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

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

1.2 SUBMITTALS

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

PART TWO - PRODUCTS**2.1 APPLICABLE OR REQUIRED FORMS**

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

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

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

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

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

PART THREE - EXECUTION

3.1 WAGE REQUIREMENTS

3.1.1 General: The General Contractor and Subcontractors will be required to certify that all mechanics and laborers, employed in the construction of this Project, have been paid not less than the prevailing wage rates required in the applicable General Wage Determination Decision, including all modifications and supersedes decisions published by the U.S. Department of Labor. The Contractors shall submit weekly payroll records and other such information as required, to determine compliance with the requirements stated in Article 14 of "General Contract Conditions for Small Construction/Development Contracts - HUD-5370 EZ (1/2014)" (Copy attached) or as otherwise required by HUD.

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

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

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

3.1.5 Payroll review and submission: The prime contractor shall review each subcontractor's payroll reports for compliance prior to submitting the reports to

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

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

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

3.2 ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES

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

3.3 EQUAL OPPORTUNITY, APPRENTICESHIP, HEALTH AND SAFETY

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

3.4 CONTRACTOR ELIGIBILITY

Prime contractor shall submit evidence to the contract administrator that each subcontractor to be used on this project has been checked at www.sam.gov and has been found not to be listed as a disbarred contractor. This documentation shall be submitted along with contractor's list of subcontractors as a post bid submittal.

3.5 WORKMAN ELIGIBILITY

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

3.6 CONTRACT TIME

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

END OF SECTION

SECTION 01 29 00 - PROGRESS PAYMENTS AND FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 01 33 01 - SHOP DRAWINGS AND SAMPLES**PART ONE - GENERAL****1.1 DESCRIPTION**

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

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

1.2 QUALITY ASSURANCE

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

PART TWO - PRODUCTS**2.1 SHOP DRAWINGS**

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

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

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

2.2 MANUFACTURER'S LITERATURE

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

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

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

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

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

3.2 TIMING OF SUBMITTALS

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

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

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

3.3 ARCHITECT'S REVIEW

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

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

3.3.3 Revisions: If submittals are noted "Not Approved" or "Revise and Resubmit", make all revisions required by the Architect and resubmit. Make only those revisions directed or approved by the Architect. Show each drawing revision by number, date and subject in a revision block on the Shop Drawings. If the Contractor considers any required revision to be a change, he shall so notify the Architect as provided for under Article 8 in the General Conditions.

END OF SECTION

SECTION 01 50 01 - TEMPORARY UTILITIES AND FACILITIES**PART ONE - GENERAL****1.1 DESCRIPTION**

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

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

1.2 PRODUCT HANDLING

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

1.3 JOB CONDITIONS

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

PART TWO - PRODUCTS**2.1 UTILITIES**

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

2.1.2 Water:

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

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

2.1.3 Electricity:

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

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

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

2.2 SANITARY FACILITIES

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

2.3 ENCLOSURES

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

PART THREE - EXECUTION

3.1 MAINTENANCE AND REMOVAL

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

END OF SECTION

SECTION 01 60 01 - SUBSTITUTION OF MATERIALS AND APPROVAL

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

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

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

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

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

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

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

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

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

END OF SECTION

SECTION 01 73 01 - PROGRESS AND FINAL CLEANING

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

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

1.3 Progress cleaning:

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

1.4 Final cleaning:

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

END OF SECTION

SECTION 02 41 13 - SELECTIVE DEMOLITION**PART ONE - GENERAL****1.1 DESCRIPTION**

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

- 1) Complete removal of existing windows and frames as required to replace windows;
- 2) All other items which must be removed to complete work as described in the Drawings and these Specifications.

1.2 JOB CONDITIONS

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

1.2.2 Window coverings: Tenant will remove all window coverings and window covering hardware from windows to be replaced. Tenant shall be responsible for installing/re-installing window treatments at replacement windows installed by Contractor.

1.2.3 Asbestos removal is not included in this contract. The presence or absence of asbestos in the existing buildings has not been determined. If any asbestos or suspected asbestos materials are encountered in the Work, stop all work immediately. Take all precautions required to protect all workmen, Owner's employees, and the public. Notify the Architect and Owner. Under no circumstances shall work continue until all asbestos has been safely removed or rendered harmless or until the materials in question are determined to be safe.

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

1.2.5 Salvageable Items: All removed windows, opaque panels, and other items not needed for reinstallation 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.

1.3 PRODUCT HANDLING

1.3.1 Protection: Provide 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 and furniture coverings.

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 all governing regulations pertaining to environmental protection.

PART THREE - EXECUTION

3.1 INSPECTION

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

3.2 PREPARATION

Protect from soilage or damage all furniture, equipment, and fixtures to remain. Provide protective coverings as required. Verify Tenant has removed window blinds prior to Work of this contract.

3.3 DEMOLITION

3.3.1 Scheduling: See Supplementary Conditions Paragraph 5. for scheduling requirements. Do not remove existing windows unless replacement windows can be installed in the same day. **Do not have window removed at any time unless the outside temperature is 50°F or higher.**

3.3.2 If unanticipated conditions that conflict with intended function or design are encountered, contact the Architect. Pending receipt of directive from Architect, rearrange work schedule as necessary to continue overall job progress.

3.3.3 Demolition: Carefully and completely remove caulking, windows, wood sills, and other components to be replaced. Protect all work to remain.

3.4 CLEANUP

3.4.1 Disposal of Demolished Materials: Remove debris, rubbish, and other materials resulting from demolition from each building site. Transport and legally dispose them off site. If hazardous materials are encountered during demolition operations, comply with all applicable regulations, laws, and ordinances

concerning removal, handling, and protection against exposure or environmental pollution. Burning of removed materials is not permitted on project sites.

3.4.2 Final Cleanup: Upon completion of demolition work, remove tools, equipment, and demolished materials from sites. Remove protections and leave all areas clean and ready for installation of new work.

END OF SECTION

SECTION 08 53 13 – VINYL WINDOWS**PART ONE - GENERAL****1.1 DESCRIPTION**

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

1.2 PRODUCT HANDLING

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

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

PART TWO - PRODUCTS**2.1 VINYL WINDOWS**

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

2.1.2 Approved manufacturers: Furnish:

- A. "Encompass" replacement windows manufactured by Pella, Pella, Iowa;
- B. "Vinyl Replacement Window" manufactured by Gerkin; South Sioux City, NE;
- C. "Revive Replacement Windows" manufactured by Windsor Windows and Doors;
- D. or an equal approved by the Architect in advance of the Bid in compliance with Section 01 60 01.

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

- A. Vinyl Single-hung Windows: Encompass by Pella.
 - 1. Factory-assembled windows with sash installed in frame.
 - 2. Frame and Sash Material: Extruded, rigid polyvinylchloride (uPVC) complying with AAMA 303, having minimum ignition temperature 824 degrees F. when tested in accordance with ASTM D 1929.

- B. Frame:
1. Type: Block Frames (No Fin).
 2. Overall Frame Depth: 3-3/8 inches.
 3. Nominal Wall Thickness, Vinyl Members: 0.065 inch to 0.075 inch.
 4. Frame Corners:
 - a. Mitered.
 - b. Heat-fused, fully welded corners.
 5. Sill: Fitted with weeps.
6. Jambs: Factory-drilled, counter-bored, installation screw holes.
- C. Sash:
1. Vent Sash: Removable for cleaning exterior glass.
 2. Sash Corners:
 - a. Mitered.
 - b. Heat-fused, fully welded corners.
- D. Glazing:
1. Float Glass: ASTM C 1036, Quality 1.
 - a. Double-layer low-E² coated glass with argon.
- E. Weather Stripping:
1. Vent Sash: Fin-type, pile around perimeter.

2.2 CAULKING

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

2.3 PAINT FOR INTERIOR WOOD SURFACES

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

2.5 OTHER MATERIALS

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

PART THREE - EXECUTION**3.1 INSTALLATION**

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

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

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

3.1.4 Painting: Apply a prime coat to interior wood surfaces of windows and new wood trim. After priming, fill holes and other imperfections in finish surface with putty, plastic filler, spackling or other approved filler. Sand smooth and recoat primed and sealed surfaces where there is evidence of insufficient sealing. Apply finish coats to new primed work and damaged existing work to completely cover with an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, laps, brush marks, runs, sags, or other surface imperfections will not be acceptable. Apply additional coats without additional charge, when undercoats, stains or other conditions show through the final coat of paint, until the paint is of a smooth, uniform finish, color and appearance.

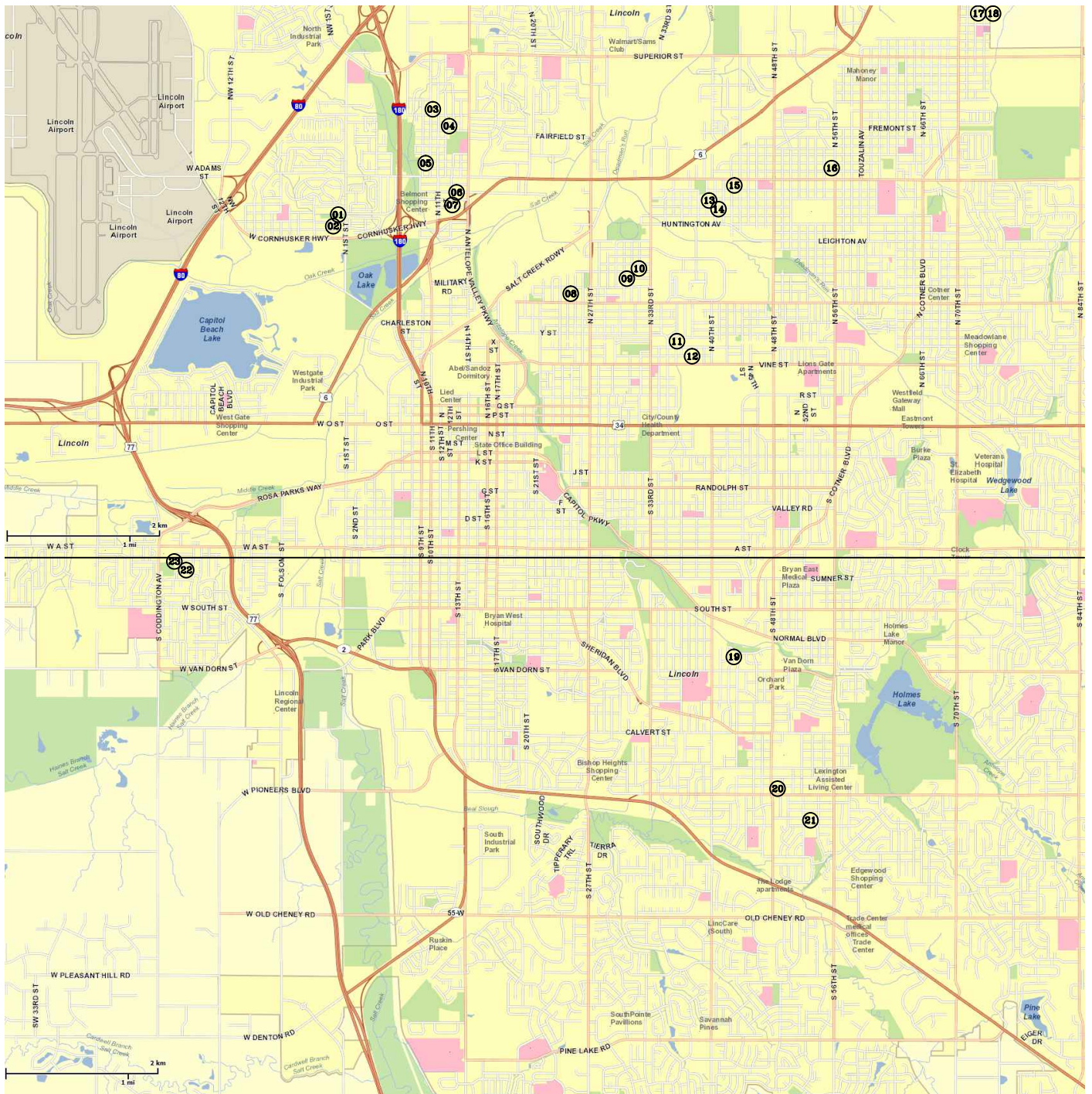
3.1.5 Verification: Verify that all cladding, caulking, parts, hardware and accessories have been installed properly and that the windows operate as intended by the manufacturer.

END OF SECTION

SITE LIST

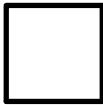
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2.	127 W. Dawes	Hall		
3.	3913 N. 11 th	Hall		
4.	1144 Manatt	Hall		
5.	901 Knox	Hall		
6.	1202 Garber	Hall		
7.	1151 Garber	Hall		
8.	1533 N. 25 th	Hall		
9.	1800 N. 31 st	Hall		
10.	3232 Fair	Hall		
11.	3600 "X" Street	Hall		
12.	801 N. 38th	Hall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

END OF SITE LIST



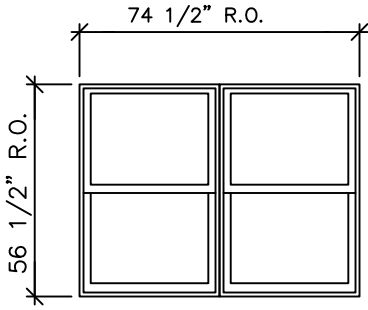
HALL UNITS

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

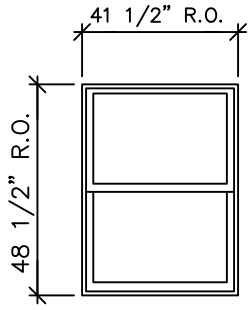


HALL UNITS WINDOW ELEVATIONS

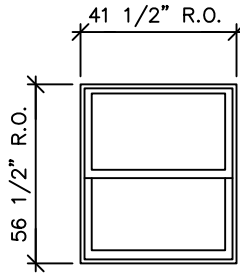
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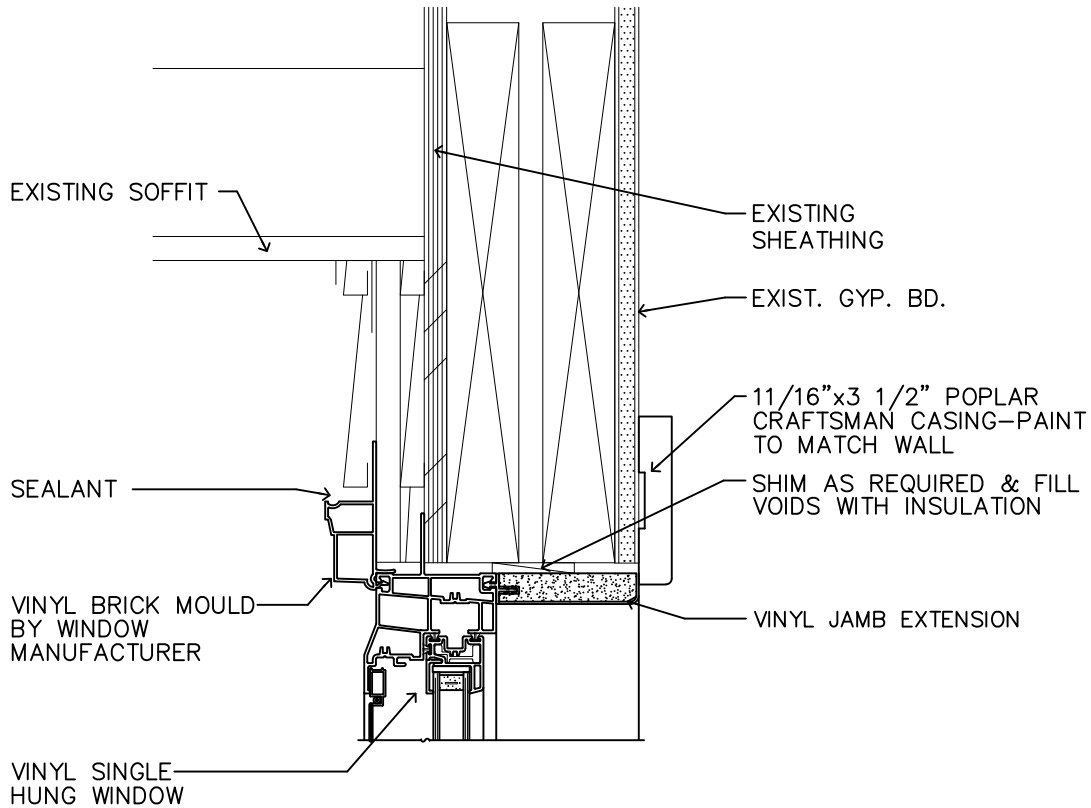
W1



W2



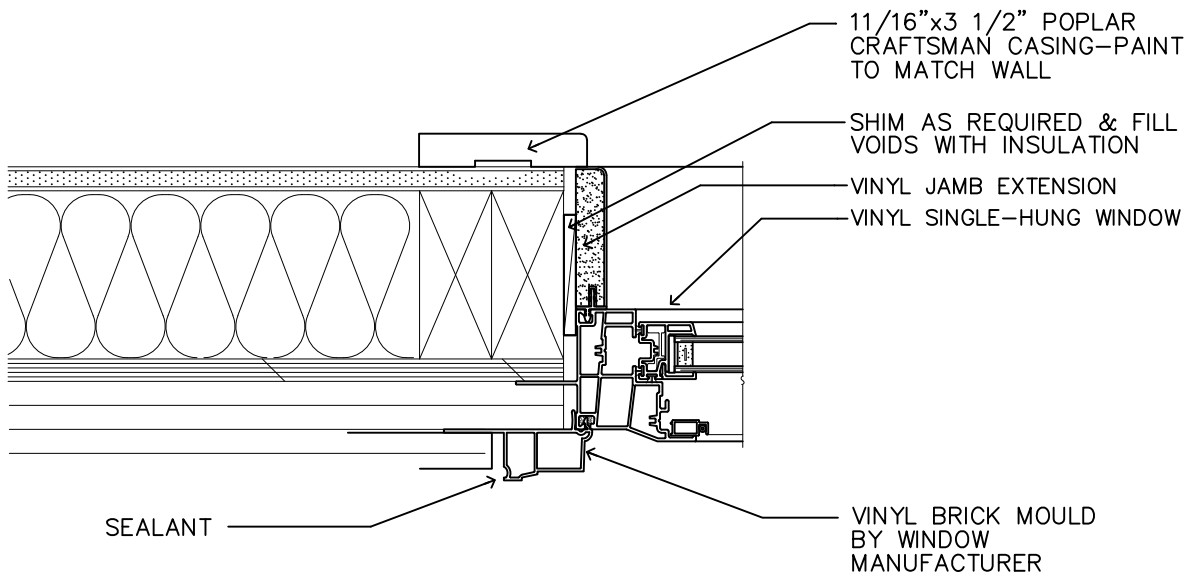
W3



CLAD SINGLE-HUNG HEAD @ VINYL SIDING

1

SCALE : 3" = 1' 0"



CLAD SINGLE-HUNG JAMB @ VINYL SIDING

2

SCALE : 3" = 1' 0"

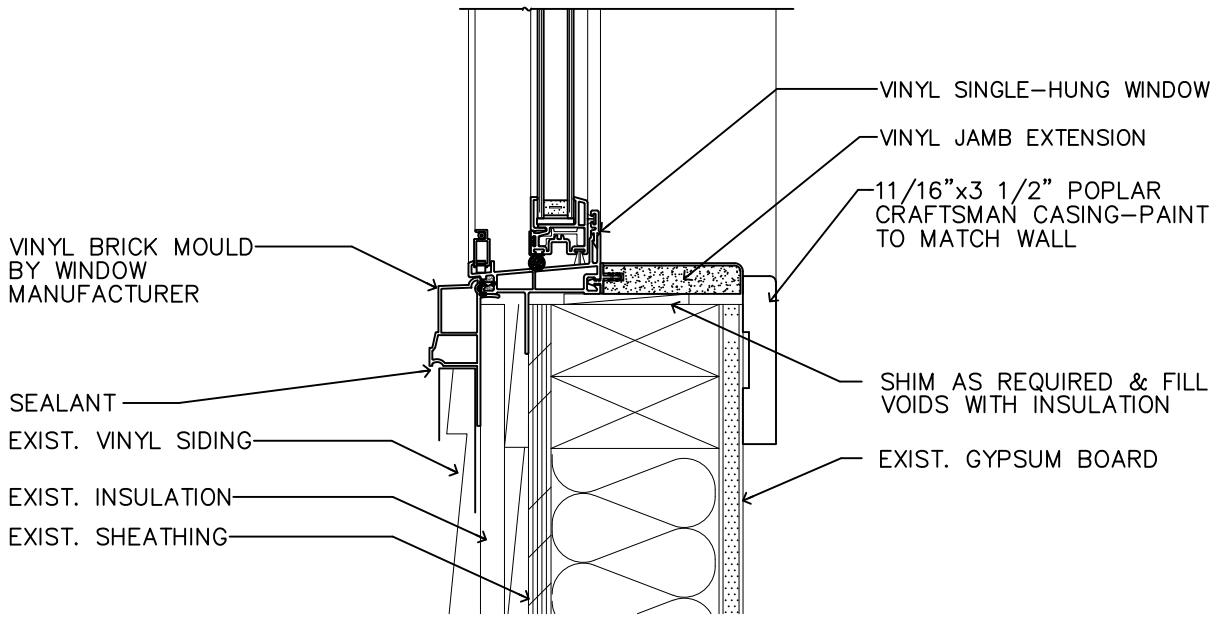
HALL WINDOW REPLACEMENT – 2025

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

D1

9/2/2025

JOB NO. CFP-2024-01



3
 CLAD SINGLE-HUNG
 SILL @ VINYL SIDING
 SCALE : 3" = 1'-0"