



Invitation for Bid

IFB MHA2025-0002 (56)

FOR

Hardie Board Installations

56-2 Temple Terrace

Melbourne, FL

BREVARD COUNTY, FLORIDA

Issue Date: May 11th, 2025

Response Due: June 12th, 2025, at 2:00 P.M. EST

MELBOURNE HOUSING AUTHORITY

1401 Guava Ave

Melbourne, FL 32935

(321) 775-1575

THE MELBOURNE HOUSING AUTHORITY CONDUCTS ITS PROCUREMENT ACTIVITIES PURSUANT TO 2 CFR PART 200 (OR AS MAY BE AMENDED FROM TIME TO TIME), APPLICABLE FEDERAL AND STATE REGULATIONS, AND THE AUTHORITY'S PROCUREMENT POLICY. THESE DOCUMENTS ARE AVAILABLE FOR REVIEW AT THE AUTHORITY'S OFFICE LOCATED AT 1401 GUAVA AVENUE, MELBOURNE, FL, 32935.

The Melbourne Housing Authority reserves the right to accept or reject any or all proposals, to negotiate with all qualified sources for additional program services, or to cancel the Invitation for Bid (IFB) in part, or in its entirety, if it is in the best interest of the Authority to do so. The award will go to the lowest responsible and responsive bidder.





**INVITATION FOR BID
MHA2025-0002 (56)
56-2 Temple Terrace
Hardie Board Installations**

Legal notice is hereby given that sealed bids will be received by the Melbourne Housing Authority to remove vinyl siding and install Hardie board planks on (15) total buildings. The development, 56-2 Temple Terrace is in Melbourne, FL 32935. **A complete Scope of Work and Site Map are included.** A walk-through/pre bid meeting will be at 2:00 P.M. on Wednesday, May 28th, 2025, at 1825 Temple Terrace, Melbourne, FL 32935.

Sealed bids may be submitted until 2:00 P.M. (EST) on Thursday, June 12th, 2025, and will be publicly opened and read aloud at our office located at 1686 Marywood Rd, Melbourne, FL, 32934.

Sealed bids must be conspicuously marked,
"IFB MHA2025-0002
56-2 Hardie Board Installations – Temple Terrace"

Technical questions may be addressed, prior to June 5th, 2025, at 5:00 P.M. to:
Bidderquestions@habc.us

A bid bond of 5% is required to bid on this project which needs to be included in the sealed bid. The contractor who is awarded the contract must also provide a performance and payment bond equaling 100%.

Bid Published
Walk-through/pre bid meeting
Vendor Questions Answered
Bid Open

May 11th, 2025.
May 28th, 2025.
June 5th, 2025.
June 12th, 2025.
2:01 P.M. (EST)

No verbal requests for clarification or information will be accepted. All such requests must be made in writing. All such requests must be submitted to the Authority by mail, email, fax, or hand delivery. All questions and clarifications will be answered in a written addendum(s), to be issued no later than June 5th, 2025, to any proposer(s) who have been issued a copy of this IFB.





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IFB No. MHA2025-0002 (56)
Hardie Board Installations
Temple Terrace**

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- IV. HUD 5370 EZ General Conditions for the Contractor for Construction
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BID SHEET
ATTACHMENT III
Invitation for Bid
IFB MHA2025-0002

COMPANY NAME: _____
REPRESENTATIVE: _____
DATE: _____

Comments: _____

TOTAL BID AMOUNT \$ _____

SIGNED

DATE





SCOPE OF WORK

Melbourne Housing Authority

Hardie Board Installation

Temple Terrace / Property code 56-2

Shawn Holtz

Director of Capital Improvements

sholtz@habc.us 321-294-2545

1) Project Overview

The Melbourne Housing Authority is seeking a qualified contractor to install new Hardie Plank Lap Siding onto (14) apartment buildings and (1) recreation building.

2) Milestone and Deliverables

- a. Each building will require existing vinyl siding to be removed and disposed of by the contractor.
- b. Each building will be inspected by the Housing Authority after the vinyl siding is removed and prior to the installation of the new siding to ensure that there is no rotted wood.
- c. Each building will be finished before moving onto the next building.
- d. All Hardie Plank materials will be provided by the Housing Authority.
- e. It will be the contractor's responsibility to load and unload all materials from the location where the materials are stored.

3) Scope and Technical Details.

- a. All Hardi Planks used will be a size of 8 ¼" x 12'
- b. All planks will overlap each other by 1 ¼".
- c. All ends of planks must land on a stud.
- d. All ends of planks at butt joints must be the factory ends.
- e. Joint flashing will be installed behind every butt joint.
- f. Substrate consists of ½ in and/or ¾ in plywood with wood studs.
- g. A waterproofing barrier will be applied over any bare wood areas if the existing barrier has deteriorated or is missing.
- h. Nailing method will be blind nailing (cannot see the nails)
- i. Nails must be .093 in. x .222 in. x 2 in. galvanized siding nail.
- j. Any plywood, studs, or framing that is deteriorated must be replaced. All costs associated with this added work will be in the form of a change order.

- k. It shall be the contractor's responsibility to verify existing conditions for each individual work item. The contractor shall be satisfied that there are no discrepancies between the actual conditions and the final scope of work as issued. Before ordering materials/products, the contractor shall verify related conditions to ensure proper application. Notify HABC immediately of any hidden condition discovered which might affect the progress of work.
- l. All work shall be performed during regular HABC hours, Monday through Friday, 7:00 AM – 5:30 PM. The contractor may be authorized to work evenings or weekends on a requested basis.
- m. Contractors should always provide a clean work site, including designated storage areas, free from accumulation of waste materials. In any case, materials shall not block or create obstacles for any person on the property.
- n. Each building will need to be properly coned, and caution taped to ensure the safety of all residents in the building and on the property.
- o. Contractor shall prepare and submit a schedule to the project manager identifying a work schedule for the week.
- p. All current applicable OSHA rules and regulations must always be followed. Security of the work site will be the responsibility of the contractor.
- q. Extreme care is always to be taken regarding the safety of the residents residing in the immediate and surrounding work areas. Extreme care must also be taken to prevent any damage to the buildings and automobiles.

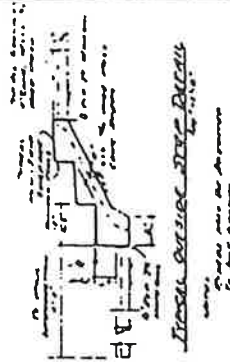
4) Hardie Plank Installation Guide.

➤ See Attachment

5) Management and Administration

- a. All work shall be completed in strict accordance with HABC's and HUD's procurement policies. All work is subject to, and shall comply with all Federal, State, and local government requirements, regulations, codes, guidelines, standards, and policies.
- b. All employees must be in compliance with Davis Bacon Labor Standards.
- c. All change orders must be approved before work can begin on that item.
- d. Change orders will be paid in an approved labor cost amount.
- e. A payment request can be made every two weeks. Payment amount will be determined by the amount of work that is completed to date of the request.

TOLLATION OF SWELLING UNITS			
TYPE	DESCRIPTION	NO. UNITS	AREA sq. INCH
L	1 BAD MEDIA	1	430.9
O	2 BAD MEDIA	14	1014
C	3 BAD MEDIA	18	1831.8
D	4 BAD MEDIA	13	817.9
E	5 BAD MEDIA	3	144.0
TOTALS			49
			4904.4 sq.



6255

GRAPHIC SCALE. IN PICT

56-2
45 UNITS

TEMPLE TERRACE

(Autos 0910)



James Hardie® Siding Products

Best Practices – Installation Guide Siding and Trim Products

Version 9.1 - December 2019

HL10®

Engineered for Climate®

HardiePlank®
HardieShingle®
HardiePanel®
HardieTrim®
HardieSoffit®



ColorPlus® Technology

HardieZone® – Engineered for Climate®

James Hardie, the undisputed leader in fiber cement has always made the world's most resilient siding, and now we have made it even better. For the first time, siding has been engineered for climate. So you get the right board for the right climate. We call it the HardieZone® System.

We took the 8 climatic variables – that affect long term performance of the exterior into account and by combining them determined climate zones throughout North America. We found common variables between certain zones which led us to engineer James Hardie siding products for specific climates.

The development of these two products is a result of a heavy investment in R&D and our proprietary technology and manufacturing processes and culminates in the evolution of 7th generation fiber cement – Engineered for Climate.



The HZ5® products are engineered to perform in climates with seasonal temperature variations, freezing temperatures and snow and ice.

The HZ10® products are specifically engineered to perform in climates with, high humidity, hot dry conditions and high levels of rainfall.

This guide provides the best practice guidelines for installing the HardieZone product for your zone. Specific details and helpful hints that pertain to your zones are included in order to facilitate your installation process. If you are unsure about which zone your job is located in and which HardieZone product and installation instructions to use, then please visit our website at jameshardie.com for the zip code tool.



James Hardie® Products

Installation Guide

FOREWORD

James Hardie, the world leader in the manufacturing and development of fiber-cement building products, has produced this Installation Guide to help builders and contractors with the installation of James Hardie® siding and trim products, including James Hardie products with ColorPlus® Technology.

The first sections of this manual provide a general product description and information about safe practices, and proper tools for working with James Hardie siding and trim products. Sections that follow describe design and general installation information for specific James Hardie products. The appendix addresses the installation of James Hardie siding products in less common construction practices (e.g. concrete construction).

This manual must be read in conjunction with project drawings and specifications, applicable building codes, and relevant compliance documents. The details in this manual provide guidance on how to comply with James Hardie's installation requirements and need to be reviewed by all parties who are responsible for installing James Hardie products on a project.

This manual is subject to periodic re-examination and revision. For information on the current status of these documents please check the James Hardie website, www.jameshardie.com. The reader is responsible for ensuring that they are using the most up-to-date information.

TELEPHONE DIRECTORY

Technical Services 800-942-7343

Warranty 866-375-8603



General Product Information

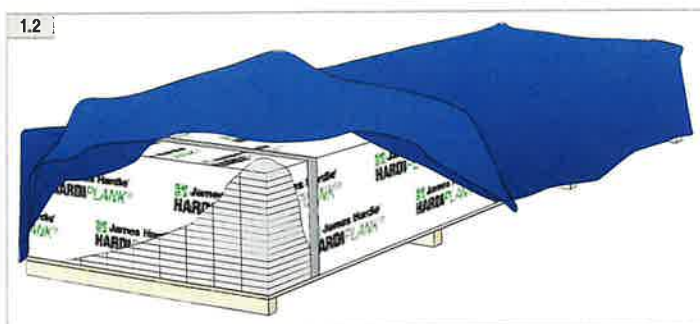
JOBSITE STORAGE OF JAMES HARDIE® PRODUCTS

The James Hardie family of siding and trim products, including James Hardie® products with ColorPlus® Technology, should be stored in their original packaging in a garage, shed, or in some other covered area protected from weather whenever possible. These products must be kept covered on a pallet off of the ground; they must never be stored in direct contact with the ground.

If James Hardie products are stored outside they should be protected with an additional waterproof covering. All scrap siding and trim pieces, cutoffs or material left on scaffolding must be covered and protected from the elements. If James Hardie products become saturated, they must be laid on a flat surface and allowed to dry completely prior to installation.



James Hardie products stored in their original packaging.



If stored outside protect with an additional waterproof covering.



WARNING

James Hardie products should not be rolled-off or dumped-off of the truck during delivery to the jobsite. James Hardie recommends using a fork lift to off load material or unloading by hand.

IMPORTANCE OF KEEPING JAMES HARDIE PRODUCTS DRY

James Hardie siding and trim products must be kept dry at all times prior to installation. If products become saturated before they are installed, the following problems may occur:

OPEN JOINTS DUE TO SHRINKAGE

If installed wet, joints between planks may open up requiring repair or replacement. Under normal environmental conditions fiber cement has significantly greater dimensional stability than wood or vinyl-based exterior products.

DIFFICULTY IN HANDLING

Saturation increases the weight and flexibility of fiber-cement products, making them difficult to handle.

STAINING

Staining is a deposit of soluble salts, usually white in color, which sometimes appears on the surface of masonry or concrete construction.



WARNING

James Hardie is not responsible for damage due to improper storage and handling of its products.

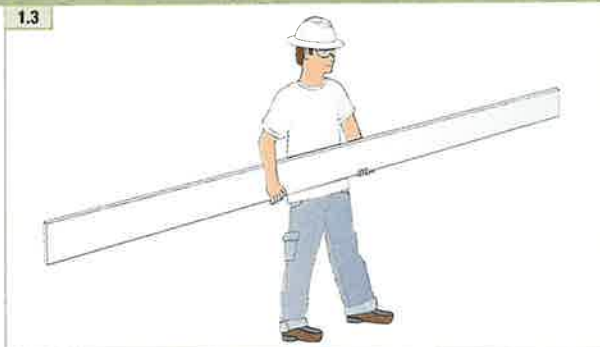
PROPER HANDLING OF JAMES HARDIE® PRODUCTS

To help avoid injury and product damage, lap siding, trim and soffit material should always be carried on edge. James Hardie recommends that these products be carried by two people whenever possible with each person positioned near the end of the load. To carry a plank solo, a person should hold it on edge in the middle with arms spread apart for maximum support of the product. Lifting or carrying lap siding or trim flat may break or bend the product.

James Hardie recommends that two people always carry panel products. Workers should hold the panel near each end and on edge. Because of reduced visibility when handling panel products, take extra care to avoid damaging the corners and edges of the panel.

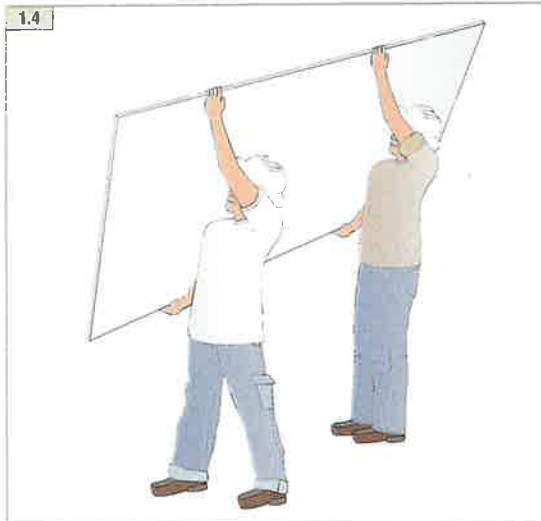
TIP: When handling panel products, manufactured panel carriers or caddies can give workers better control.

1.3



One person should hold planks on edge in the middle with arms spread apart for maximum support of the product

1.4



Two people should always carry panel products.

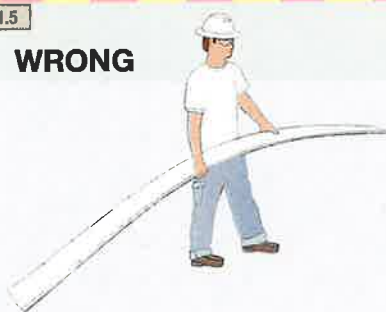


WARNING

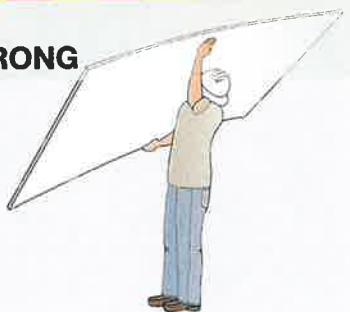
Carrying James Hardie® ColorPlus® siding products flat may cause excessive bending, which can damage the finish.

1.5

WRONG



WRONG



Working Safely with James Hardie® Products

MINIMIZE AND MANAGE SILICA DUST

Silica is the most common mineral found on earth. It is the main component of beach sand and is used to make glass and household products such as cleansers and polishes. Silica is also found in many everyday building materials: tile, concrete, granite countertops, drywall compound, masonry bricks, pavers, etc. It is a very durable material and contributes to the stability of fiber cement. Cutting or grinding silica containing materials with high speed saws or grinders can generate very fine (respirable) dust. Over time, long-term occupational over-exposure to respirable silica dust can cause lung diseases including silicosis, lung cancer and other health issues.

OSHA sets exposure limits for dust, chemicals and other materials that employees may be exposed to at work or on a jobsite. These exposure limits cover dust from all types of materials, including: stone, brick, concrete, drywall, wood, and wood composites. OSHA requires employers to take specific actions to protect workers on construction sites based on the amount of silica dust they are exposed to. The updated OSHA standard reduces the permissible exposure limit (PEL) for silica dust by about 80% – from 250 µg/m³ to 50 µg/m³ – over an 8-hour period.

If you have concerns about dust exposure or compliance with OSHA regulations, please contact James Hardie at 1-800-942-7343, or consult with a qualified industrial hygienist (IH). A directory of independent IH consultants can be found at www.aiha.org.

WORK SAFE: FOLLOW JAMES HARDIE PRODUCT CUTTING INSTRUCTIONS

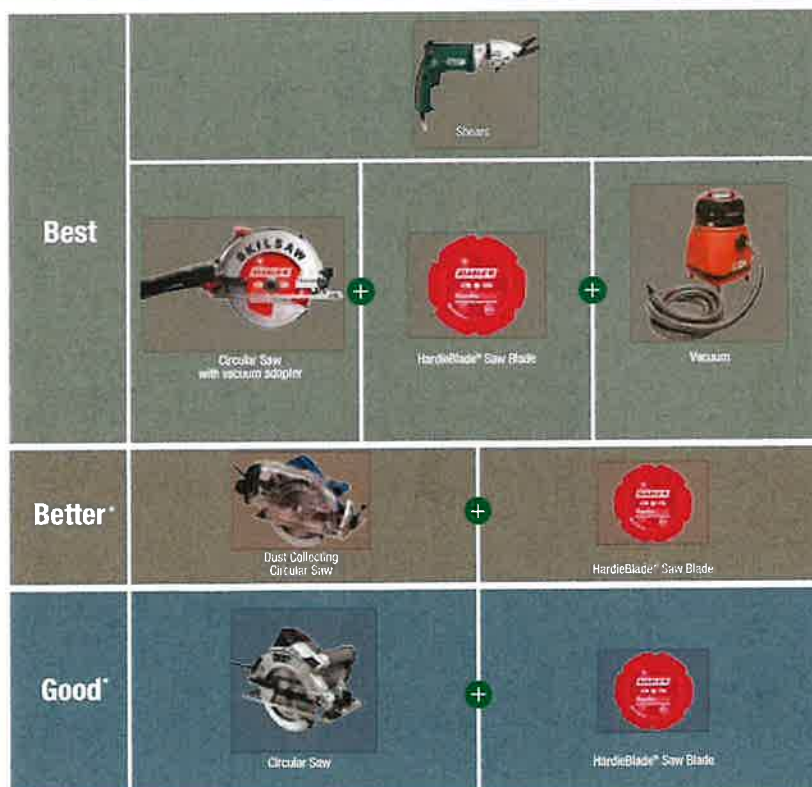
OUTDOORS

1. Position cutting station so that airflow blows dust away from the user and others near the cutting area.
2. Cut using one of the following methods:
 - a. Best: Circular saw equipped with a HardieBlade® saw blade and attached vacuum dust collection system. Shears (manual, pneumatic or electric) may also be used (not recommended for products thicker than 7/16 in.)
 - b. Better: Circular saw equipped with a dust collection feature and a HardieBlade saw blade.
 - c. Good: Circular saw equipped with a HardieBlade saw blade

INDOORS

DO NOT grind or cut with a power saw indoors. Cut using shears (manual, pneumatic or electric) or the score and snap method (not recommended for products thicker than 7/16 in.)

*May require proof of compliance (industry reports or exposure testing)



James Hardie ranks options for cutting our fiber cement products in a convenient "Good, Better, Best" chart. The chart on the previous page is provided for informational purposes only to help you in selecting the appropriate cutting options for your particular circumstances. If you are unsure which cutting tools are best for your job site, consult a qualified industrial hygienist or safety professional, or contact your James Hardie representative for assistance.

The Occupational Safety and Health Administration (OSHA) regulates workplace exposure to silica dust. For construction sites, OSHA has deemed that cutting fiber cement outdoors with a circular saw having a blade diameter less than 8 inches and connected to a commercially available dust collection system per manufacturer's instructions results in exposures below the OSHA Permissible Exposure Limit (PEL) for respirable crystalline silica, without the need for additional respiratory protection.

Note: James Hardie makes no representation or warranty that use of a particular cutting option will assure your compliance with OSHA rules or applicable laws and safety requirements.

CUTTING STATION SET UP

Set up cutting tables or workstations in well ventilated outdoor areas, downwind from other workers. Do not cut indoors or in enclosed areas with high speed saws unless special precautions are taken to prevent overexposure to dust.

Clean Up and Disposal of Debris

When cleaning up dust and debris from cutting James Hardie® products, never use a broom or brush if the debris material is dry. Use wet dust suppressions methods, sweeping compound, or use a vacuum to collect dust. Waste pieces of James Hardie siding and trim products can be disposed of in landfills according to local ordinances. No special handling is required.

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SILICA WARNING

DANGER: May cause cancer if dust from product is inhaled. Causes damage to lungs and respiratory system through prolonged or repeated inhalation of dust from product. Refer to the current product Safety Data Sheet before use. The hazard associated with fiber cement arises from crystalline silica present in the dust generated by activities such as cutting, machining, drilling, routing, sawing, crushing, or otherwise abrading fiber cement, and when cleaning up, disposing of or moving the dust. When doing any of these activities in a manner that generates dust you must (1) comply with the OSHA standard for silica dust and/or other applicable law, (2) follow James Hardie cutting instructions to reduce or limit the release of dust, (3) warn others in the area to avoid breathing the dust, (4) when using mechanical saw or high speed cutting tools, work outdoors and use dust collection equipment; and (5) if no other dust controls are available, wear a dust mask or respirator that meets NIOSH requirements (e.g. N-95 dust mask). During clean-up, use a well maintained vacuum and filter appropriate for capturing fine (respirable) dust or use wet clean-up methods - never dry sweep.

WARNING: This product can expose you to chemicals including respirable crystalline silica, which is known to the State of California to cause cancer. For more information go to P65Warnings.ca.gov.

Tools for Cutting and Fastening Fiber-Cement Products

James Hardie promotes certain tools and products for the safest and best way to cut their fiber-cement products, consistent with its best practice recommendations (please refer to page 6-7). However, please consult tool manufacturer instructions and guidelines for the safe operation of specific tools. The tools listed here are not made for, or by, James Hardie Building Products, Inc. and James Hardie accepts no liability for their use or misuse.

SHEARS

Because shears produce less dust than high-speed tools, they are the preferred method of cutting lap and panel siding products. Both electric and pneumatic shears are available, and they may be used for cutting indoors as well as outdoors. Shears are available that can make straight or radius cuts in fiber cement products with relative ease. Shears cannot be used to cut HardieTrim® boards.



TIP: For the smoothest cuts, when cutting James Hardie® siding products with a shear or circular saw, cut the board face down. When using a miter saw, cut the board face up. If installing James Hardie siding products with ColorPlus® Technology, leave the protective laminate film in place while cutting.

CIRCULAR SAWS

When cutting any James Hardie siding, soffit, or trim product with a circular saw, use only tools that are designed specifically for dust reduction. A dust-reducing circular saw has either a deflector to direct any dust away from the user's breathing area or a collection box to capture the dust. James Hardie recommends that a HEPA-equipped vacuum system be used in conjunction with any circular saw. (Circular saws should only be used in outdoor, well-ventilated areas.)



WARNING

Always make sure the saw manufacturer's safety equipment is in place and in good working order. Never use high-speed power tools when cutting James Hardie® products indoors.

HEPA VACUUMS

Always use a vacuum equipped with a HEPA filter to help minimize the amount of respirable dust during power saw cutting and clean-up. Many vacuums are designed to connect directly to power tools and run only when the power tool is being operated. In addition to a HEPA filter, using a disposable drywall or collection bag is recommended to extend the life of the HEPA filter and make disposal easier and safer.



POWER MITER SAWS

Like circular saws, a power miter saw should only be operated outdoors in well-ventilated areas. Power miter saws should be equipped with a HardieBlade® saw blade and should be used in conjunction with a vacuum equipped with a HEPA filter for maximum dust protection.



SAW BLADES

Traditional blades that are not designed for cutting James Hardie products may generate excessive dust, cut slowly, or exhibit premature wear. The HardieBlade® saw blade is a unique circular saw blade designed to generate less respirable dust than a traditional saw blade or continuous rim diamond blade. The HardieBlade can also be used to cut the full line of James Hardie products and are available in 7 1/4 in., 10 in., and 12 in. diameters. To extend the life of a HardieBlade saw blade, do not use it to cut any materials other than fiber cement.



Tools for Cutting and Fastening Fiber-Cement Products (cont.)

JIG SAWS

Jig saws equipped with a fiber-cement cutting blade may be used to cut service openings, curves, radii, scrollwork, and other irregular shapes in James Hardie® products. Because most jig saws are not equipped with dust collection capabilities, these tools also should only be used outdoors in well-ventilated areas and for limited amounts of cutting.



DRILLING FIBER CEMENT

When required to drill a hole in fiber cement products, a masonry bit should be used. For larger holes, a carbide tipped hole saw can be used. Due to the lack of dust collection, drills and hole saws should only be used outdoors in well-ventilated areas and for limited amounts of cutting. For best results, use a hole saw specifically designed for fiber cement.



www.malcoproducts.com

LAP GAUGES

Several different methods exist to ensure proper spacing and overlap of fiber cement products. The slowest method is to snap a chalk line with the proper spacing above each row of fiber cement as it is being installed. Break-away clips can be used, but they add extra cost to the installation of the product. Standard lap gauges can be used if two or more people are installing the product. Overlap and siding gauges allow one person to install siding by themselves. The Siding Gauge leads all other alignment devices in ease of use, speed, and effectiveness. James Hardie recommends the use of Siding Gauge when installing lap siding.

Siding Gauge	Overlap Gauge	Lap Gauge	Break-away Clip	Chalk Lines on wall
 www.pactool.us				

JOINT FLASHING

Flashing behind butt joints provides an extra level of protection against the entry of water at the joint. James Hardie recommends 6 in. wide flashing that overlaps the course below by 1 in. Some local building codes may require different size flashing. Joint-flashing material must be durable, waterproof materials that do not react with cement products. Examples of suitable material include finished coil stock and code compliant water-resistive barriers. Other products may also be suitable.



POWER NAILERS AND DIRECT-TO-STEEL FASTENING TOOLS

Pneumatic nailers and cordless nailers can be used to attach James Hardie products to wood, steel, or masonry substrates. Pneumatic tools require the use of an air compressor with a hose. Finish nailers should be used for HardieTrim® boards only. Additionally, direct-to-steel tools such as those made by ET&F are designed specifically for fastening to steel framing. Refer to the product-specific installation instructions in each section for fastener choices.

Power nailers recommended for attaching James Hardie products are siding nailers, roofing nailers and finish nailers. Below is a chart showing the appropriate nailer for each of the James Hardie siding and trim products. Be sure that the nailer chosen fires the fastener recommended for each product for the specific installment situation.

PNEUMATIC NAILER USAGE WITH JAMES HARDIE® PRODUCTS

Siding Guns



HardiePlank® Lap Siding
HardiePanel® Vertical Siding
HardieShingle® Panels
HardieSoffit® Panels

Roofing Guns



HardiePlank® Lap Siding
HardiePanel® Vertical Siding
HardieShingle® Panels

Finish Guns



HardieTrim® 5/4, 4/4 Boards
HardieTrim® Batten Boards

TIP: If framing nailers are used to install James Hardie products, be sure they are fitted with a flush mount attachment to control nail seating depth.

Tools for Cutting and Fastening Fiber-Cement Products (cont.)

NAIL & PIN GUNS

Pneumatic nail guns can be used to attach James Hardie products to wood, steel or masonry substrates. Finish nail guns can be used for HardieTrim® board only. Refer to the product specific installation instructions for fastener choices. Below are examples of commonly used nail guns.

Hitachi (www.hitachipowertools.com)*
(NT65A2) 2½ in 16 gauge Finish Nailer
(NV65AH) 2½ in Siding Nailer
(NV45AB2(S)) 1¾ in Coil Roofing Nailer
(NV75AG) 3 in. Coil Nailer

Duo-Fast (www.duo-fast.com)*
(P275C) Siding Coil Nailer

Dewalt (www.dewalt.com)*
(D51257K) 1¼ in - 2½ in 16 Gauge Straight
Finish Nailer Kit

Porter Cable (www.deltaportercable.com)*
(COIL250) 2½ in. Coil Nailer

ET&F Fastening Systems (www.etf-fastening.com)*
(500) Nailer to Steel Studs
(510) Nailer to Steel Studs
(610) Nailer to Steel Studs
(110) Finish Nailer to Steel Studs

Aerosmith (www.AerosmithFastening.com)
(ST4100/ST4200) Nailer to Steel Studs
(HN120) Nailer to Masonry
Requires special high pressure air compressor model number
AKHL1050E



NV65AH



NT65A2



NV45AB2(S)



NV75AG



DC616KA†



P275C



ET&F 510



610 ET&F



110 ET&F



ST4100/
ST4200



HN120

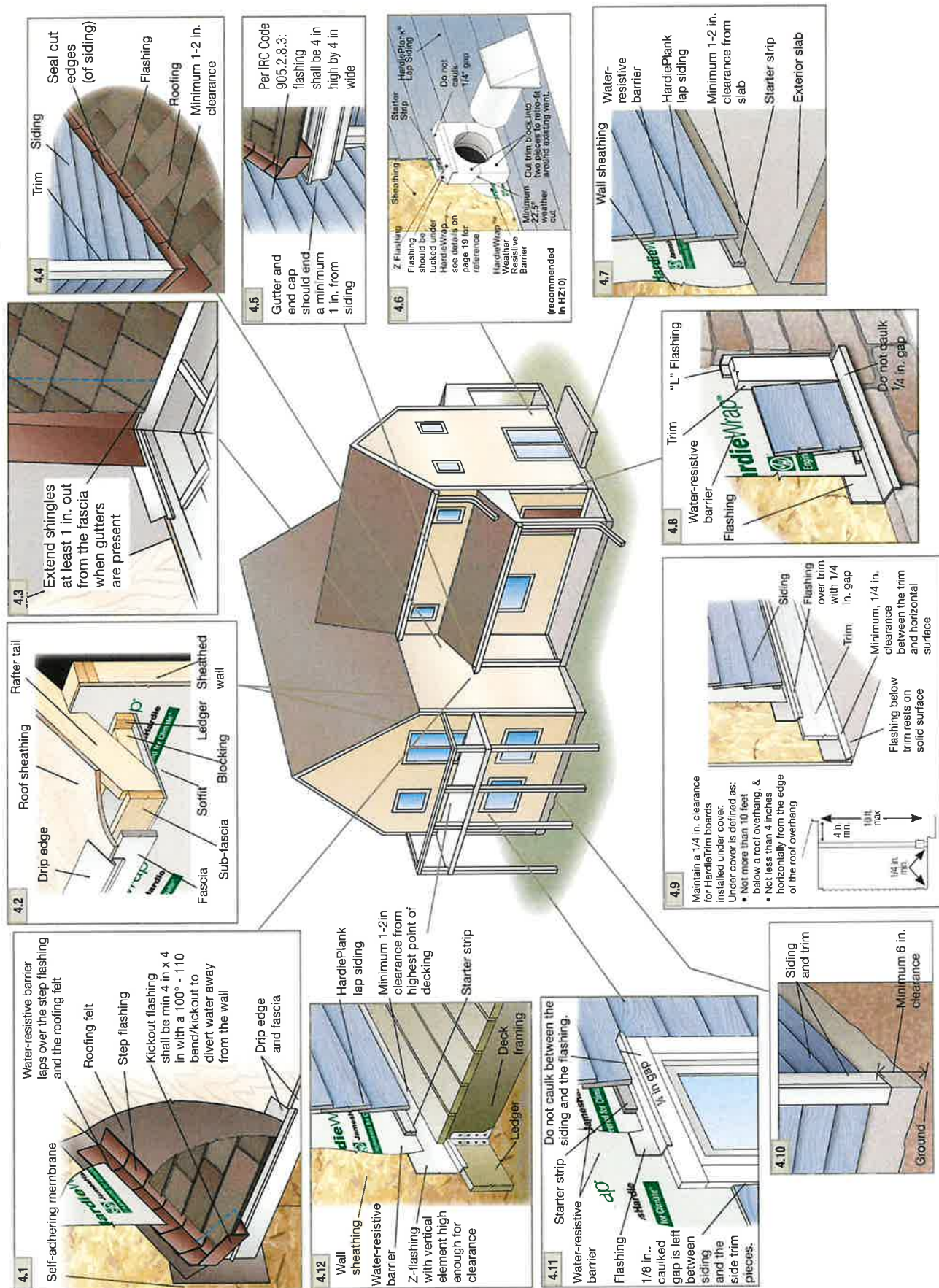
USEFUL HAND TOOLS

In addition to the power tools listed above, certain hand tools are necessary for the installation of James Hardie® siding and trim products. These include:

- 25 ft. contractors tape measure
- Torpedo level
- Pencil or pen
- Smooth-faced hammer
- Speed square
- 4 ft. or longer level

TIP: If hand nailing, use a smooth faced hammer to avoid marking the product. Waffle-headed hammers should not be used when hand nailing James Hardie siding and trim products.

General Installation Requirements



General Product Information

Working Safety

Tools for Cutting and Fastening

General Installation Requirements

General Fastener Requirements

Finishing and Maintenance

Hardie® Weather Barrier

Hardie® Boards/Battens

Hardie® Panels

Hardie® Lap Siding

Hardie® Siding

Hardie® Vertical Siding

Appendix/ Glossary

ESR-1944 & 2290 Report

General Installation Requirements

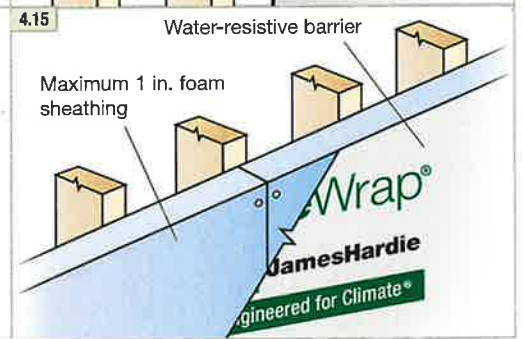
FRAMING AND SHEATHING

Refer to the appendix for more information on rigid foam insulation.

James Hardie® siding and trim products can be installed over braced wood or steel studs spaced at a maximum of 24 in. on center or directly to 7/16 in. thick OSB or equivalent sheathing. These products can also be installed over solid-foam insulation board up to 1 in. thick.

Irregularities and unevenness in framing, sheathing, foam and other wall assembly components, including under driven nails, can telegraph through to the finished siding and trim. These irregularities should be corrected before the siding is installed.

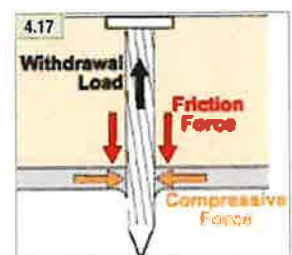
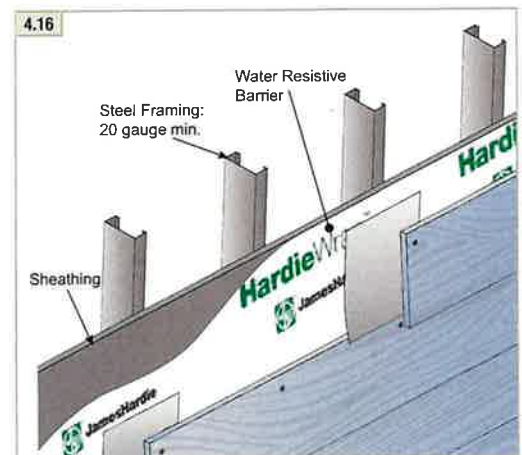
When installing James Hardie siding and trim products over steel studs James Hardie requires a minimum 20 gauge and recommends a maximum of 16 gauge. Steel framing that is outside of this range may be too flimsy to provide adequate holding power or too heavy for some fastening systems.



When using pins to attach siding products to steel, it is important to hold the material tight to the steel framing when driving the pin as the pin will not pull the material tight to the framing the same as a nail into wood will. Once the pin has been driven into the steel stud it is also important to not set or hit the nail a second time with a hammer. When driven into steel, the ballistic-shaped point uniformly pierces the steel instead of drilling it out or tearing the steel. The displaced steel rebounds around the pin to create a strong compressive force on the shank of the pin. When the pin is hit with a hammer it disrupts the compressive and frictional forces holding the pin and significantly reduces the overall holding capacity of the pin. If the pin does not set properly during the first attempt, the pin should be removed and replaced with a second pin.

When using a screw to attach James Hardie products to steel, a screw with a self tapping point should be used. A self tapping screw functions by having a cutting edge which drills away the material, making a tiny hole for the screw to go into. Some self tapping screws may be wing tipped which are intended to bore out the fiber cement (creating a pilot hole), and will break off as the screw goes into the steel. Either type of screw is acceptable for use.

Refer to the correct code compliance reports when selecting a fastener for steel applications and choose the corresponding tools from the tool section of this guide.



WATER-RESISTIVE BARRIER

Prior to siding, make sure the water-resistive barrier is properly installed according to the manufacturers' instructions. Refer to page #30 for more information on HardieWrap® weather barrier including complete installation requirements.

IBC Code Reference: "1403.2 Weather protection. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall include flashing, as described in Section 1405.3. The exterior wall envelope shall be designed and constructed in such a manner as to prevent the accumulation of water within the wall assembly by providing a water-resistive barrier behind the exterior veneer, as described in Section 1404.2, and a means for draining water that enters the assembly to the exterior. Protection against condensation in the exterior wall assembly shall be provided in accordance with the International Energy Conservation Code.

Exceptions:

1. A weather-resistant exterior wall envelope shall not be required over concrete or masonry walls designed in accordance with Chapters 19 and 21, respectively.
2. Compliance with the requirements for a means of drainage, and the requirements of Sections 1404.2 and 1405.3, shall not be required for an exterior wall envelope that has been demonstrated through testing to resist wind-driven rain, including joints, penetrations and intersections with dissimilar materials, in accordance with ASTM E 331 under the following conditions..."

STAGING

Heavy building products and components such as roofing, drywall and floor coverings should be stored throughout the structure prior to the installation of the siding. Distributing the weight in this manner will reduce the possibility of floor plate compression on two or more story homes.

FLASHING

When using James Hardie siding, trim, and weather barrier products, make sure that roof flashing, water table flashing, window and door flashing, and flashing for other building envelope penetrations are properly installed and lapped so that moisture drains down and to the exterior. Note: The successful installation of flashing requires thorough planning before installation of roofing or siding. Scheduling and sequencing are important factors as well as having the correct flashings available on site at the correct time. James Hardie does not recommend the use of mill finished, raw aluminum flashing or any other product that may bleed or adversely react with cement products. Painted or coated aluminum flashings are recommended.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5.

IBC Code Reference: "1405.3 Flashing. Flashing shall be installed in such a manner so as to prevent moisture from entering the wall or to redirect it to the exterior. Flashing shall be installed at the perimeters of exterior door and window assemblies, penetrations and terminations of exterior wall assemblies, exterior wall intersections with roofs, chimneys, porches, decks, balconies and similar projections and at built in. gutters and similar locations where moisture could enter the wall. Flashing with projecting flanges shall be installed on both sides and the ends of copings, under sills and continuously above projecting trim."

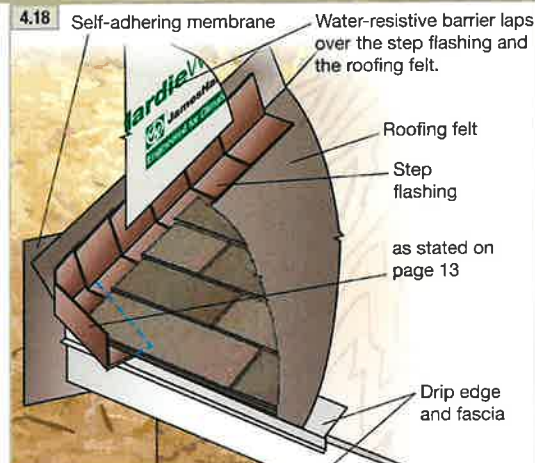
General Installation Requirements (cont.)

ROOF-TO-WALL FLASHING

Due to the volume of water that can run down a sloped roof, one of the most critical flashing details is where a roof intersects with a sidewall. Install a self-healing adhesive-backed membrane along the roof/wall intersection before flashing. The membrane on the wall should extend behind the eaves framing and should be installed before the sub-fascia or trim goes on.

The roof should then be flashed to the wall with step flashing positioned at every shingle course. Where the roof begins at its lowest point, install a kickout flashing to deflect water away from the siding. Kickout flashing can be made by cutting and bending a piece of step flashing at an angle. The water-resistive barrier on the wall should then lap over the step flashing.

There are several companies that sell pre-made kickout flashings that are designed to divert water away from the wall. Below is an example of a preformed polypropylene kickout. Be sure to follow all manufactures installation instructions.



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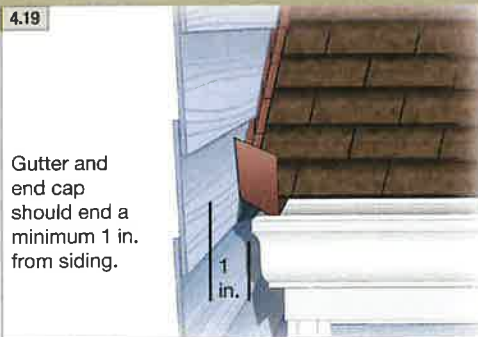
WARNING

Caution: The kickout flashing shall be min 4 in x 4 in as required by IRC code R905.2.8.3 and be angled between 100° - 110° to deflect water from dumping behind the siding and the end of the roof intersection

GUTTERS

If gutters are installed, they should not terminate against siding or trim. Maintain a 1 in. clearance between the siding and the gutter end-cap. Kickout flashings should be installed on the roof above to divert roof runoff into the gutters and away from the 1 in. gap.

The amount of water that can be generated from a rain shower or storm can be substantial. Managing the collection and distribution of this water is important over the life of a home.



Code Reference: "1503.2.1 Locations. Flashing shall be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings..."

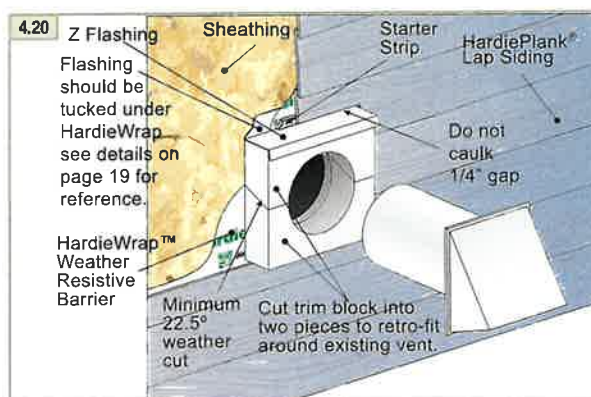
TIP: James Hardie recommends the use of rain gutters whenever possible.

PENETRATIONS (recommended in HZ10)

For penetrations in the building envelope such as hose bibs and holes 1½ in diameter or larger, such as dryer vents, a block of HardieTrim® 5/4, 4/4 boards shall be installed around the point of penetration. Blocking **should** be a minimum 3 in. radius greater than the radius of the penetration. To install a block around an existing vent pipe, it may be necessary to cut the block into two pieces. In this case, weather-cut the trim to fit it into place. Install flashing over the top of the trim block.

Penetrations through a building envelope are made to accommodate needs such as hose bibs, dryer and furnace vents, electrical conduit, etc. It is important to restore the weather-resistant barrier of the home after cutting a hole for the penetration.

There are several pre-made blocking and flashing products available that can simplify the installation of a penetration. One such example is Sturdimount®. Be sure to follow all manufactures installation instructions.



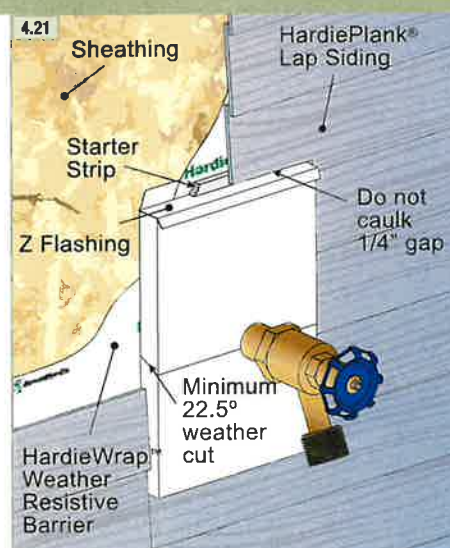
SturdiMount

TIP: As most penetrations will require blocking and flashing, some planning is required. As the trim is ordered for the home, don't forget to order some extra to serve as blocking.

HOSE BIBS

Hose bibs are a source of water which increases the likelihood of moisture related problems. The goal is to keep the water outside of the building and the best way to do this is keep the water off the walls. A good preventative measure is to extend the hose bib further from the wall. A downward slope on the water pipe as it leaves the building will also encourage any slow leaks to fall away from the home.

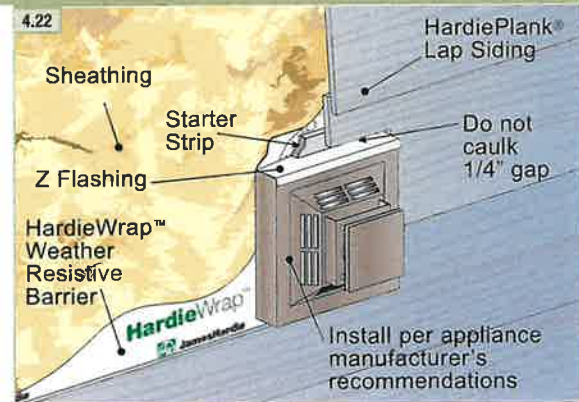
Large piping over 1½ in. diameter is required to have blocking and flashing at the penetration. A block of HardieTrim® 5/4, 4/4 boards should be installed around the point of penetration. To install a block around an existing pipe, it may be necessary to cut the block into two pieces. In this case, weather-cut the trim to fit it into place. Install flashing over the top of the trim block.



General Installation Requirements (cont.)

HOT AIR VENTS (Dryer, Stove, Furnace, Heater, Etc.)

For hot air vents including dryer vents, stove vents, and furnace and heater exhaust, it is important to move the air away from the building envelope. As the vent is installed, a path for that moisture to leave the area should be identified. Consider what is being vented and where it is going before installing the vent. For instance, a dryer vent directly under an eave is going to force hot, moist air to rise and collect at the soffit. A good preventative measure for many vents is to increase the distance they extend from the wall to help expel moisture from the building.



For dryer vents, avoid placement too low to the ground where debris could easily impede air flow, trapping heat and moisture. Some types of high efficiency furnaces can be vented out through the walls. In these cases, avoid locating the vent too close to the roof or eaves where heat and moisture will be trapped.

TIP: Consider location of the vent prior to installation and consider extending the vent further from the wall.

Any vent piping is required to have blocking and flashing at the penetration. A block of HardieTrim® 5/4, 4/4 boards should be installed around the point of penetration. The blocking should extend 3-4 in along the wall from the edge of the vent. To install a block around an existing vent, it may be necessary to cut several blocks, with weather-cuts on each piece. Flashing must be installed over the top of the trim block.

LIGHTS AND ELECTRICAL OUTLETS

Lights and Electrical boxes should have the same flashing and blocking as other large penetrations such as vents. Many lights utilize square electrical boxes. Blocking a square object should still incorporate the best practices of an angled weather cut.



WIRES, CONDUIT OR OTHER FIXED PIPES

For small penetrations such as wires, electrical conduit, and pipes less than 1½ in. in diameter (excluding hose bibs) no blocking is necessary. The circumference of pipe or wire should be sealed with a barrier foam and/or caulked.

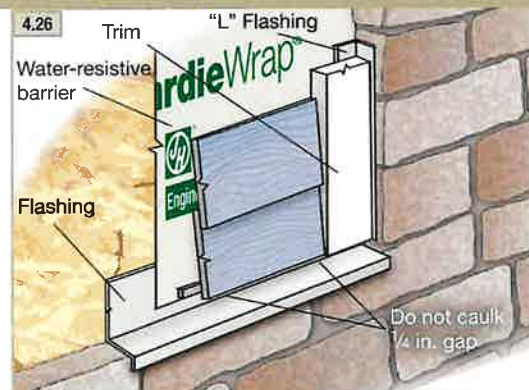


AIR CONDITIONERS, SERVICE PANELS, AND OTHER WALL MOUNTED DEVICES

Wall mounted devices and air conditioners represent large penetrations into the building envelope and structure. Before installing a unit, please consult the architect or structural engineer to determine if additional bracing is necessary. The device should be installed per manufactures instructions and flashed properly. Any condensate drains should extend out 4 in. from the wall, and angle down.

BUTTING TO MORTAR OR MASONRY

James Hardie® siding and trim products should not be butted directly against mortar or masonry, including stone, brick, or concrete block. In these situations, a flashing should be installed to isolate the trim or siding from the mortar or masonry.



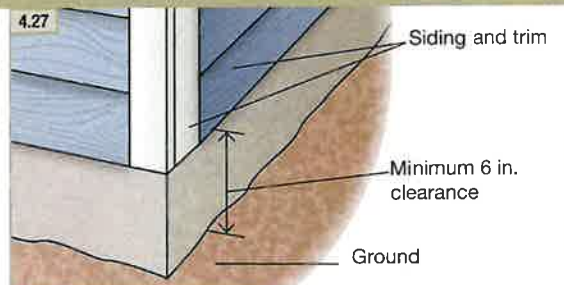
CLEARANCES

James Hardie specifies clearances to ensure the long-term durability of their products and the buildings on which they are installed. Failure to provide the proper clearances, as specified below, may affect performance of the building system, violate building codes or James Hardie requirements, and may void any warranty on the products.

General Installation Requirements (cont.)

SIDING TO GROUND CLEARANCE

James Hardie products must be installed with a minimum of 6 in. clearance to the ground on the exterior of the building. Clearances greater than 6 in. may be required in accordance with local building codes. Foundations are typically required to extend above the adjacent finished grade a minimum of 6 in. or as required by local building codes.

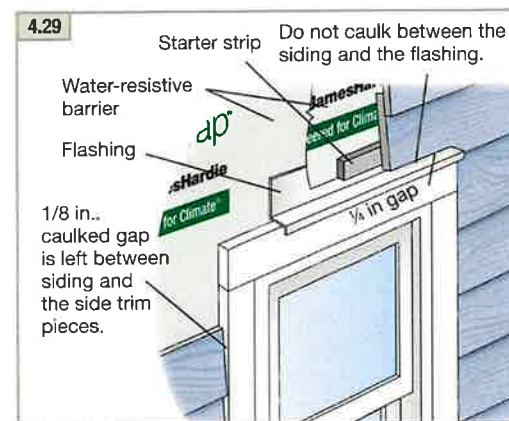
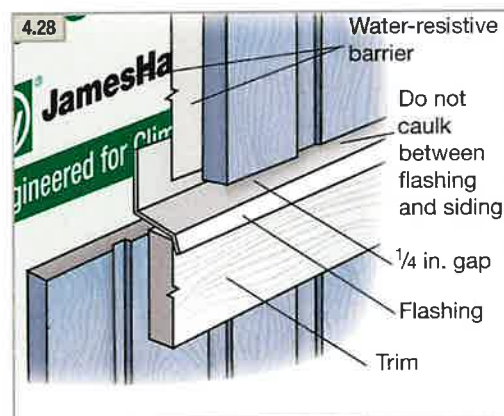


IBC Code Reference: "1803.3 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall..."

SIDING TO FLASHING CLEARANCE

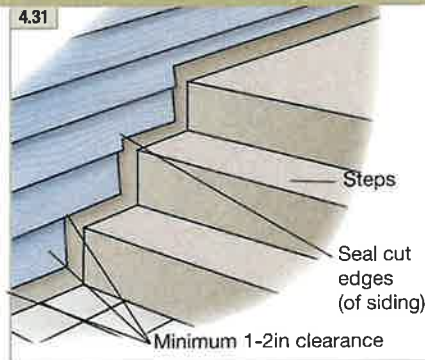
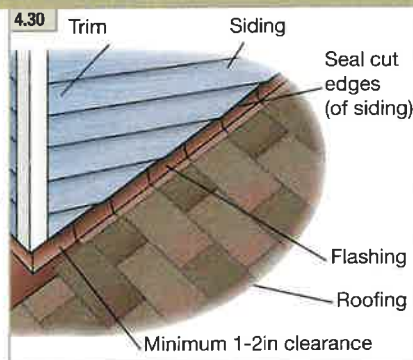
A 1/4 in. clearance must be maintained between James Hardie® siding and trim products and any horizontal flashing.

All horizontal flashing should be installed with a positive slope in such a way that it promotes proper drainage and does not allow moisture to pool on top of the flashing.



SIDING AND TRIM TO SOLID SURFACES

A clearance of 1 in. to 2 in. must be maintained between James Hardie siding and trim products where they meet roofs, decks, paths, steps, driveways or any other solid surfaces.



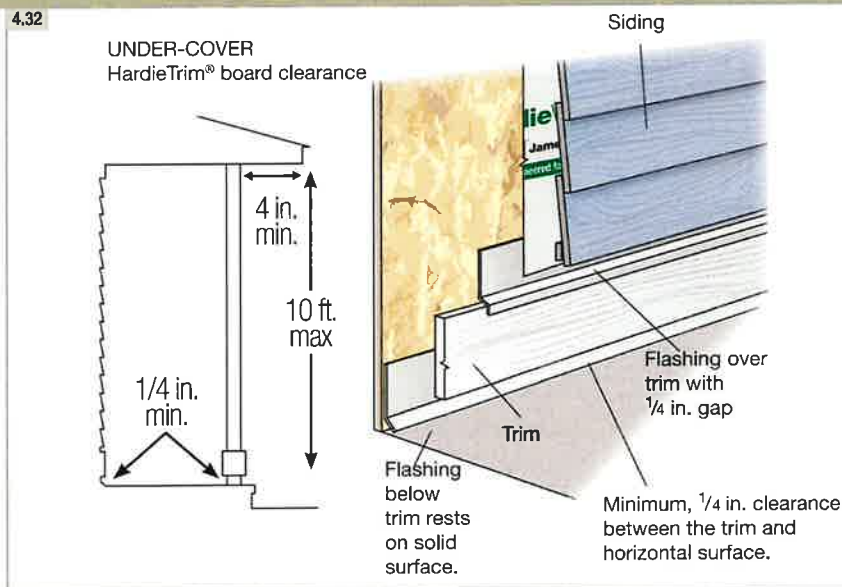
Code Reference: "1503.2.1 Locations. Flashing shall be installed at wall and roof intersections, at gutters, wherever there is a change in roof slope or direction and around roof openings..."

IRC Code Reference: "905.2.8.3 Sidewall flashing. Base flashing shall be continuous or step flashing shall be a minimum of 4 in. in height and 4 in. in width"

CLEARANCES FOR SHELTERED AREAS

Maintain a 1/4 in. clearance for HardieTrim boards installed under cover. Under cover is defined as:

- Not more than 10 feet below a roof overhang, and
- Not less than 4 inches horizontally from the edge of the roof overhang

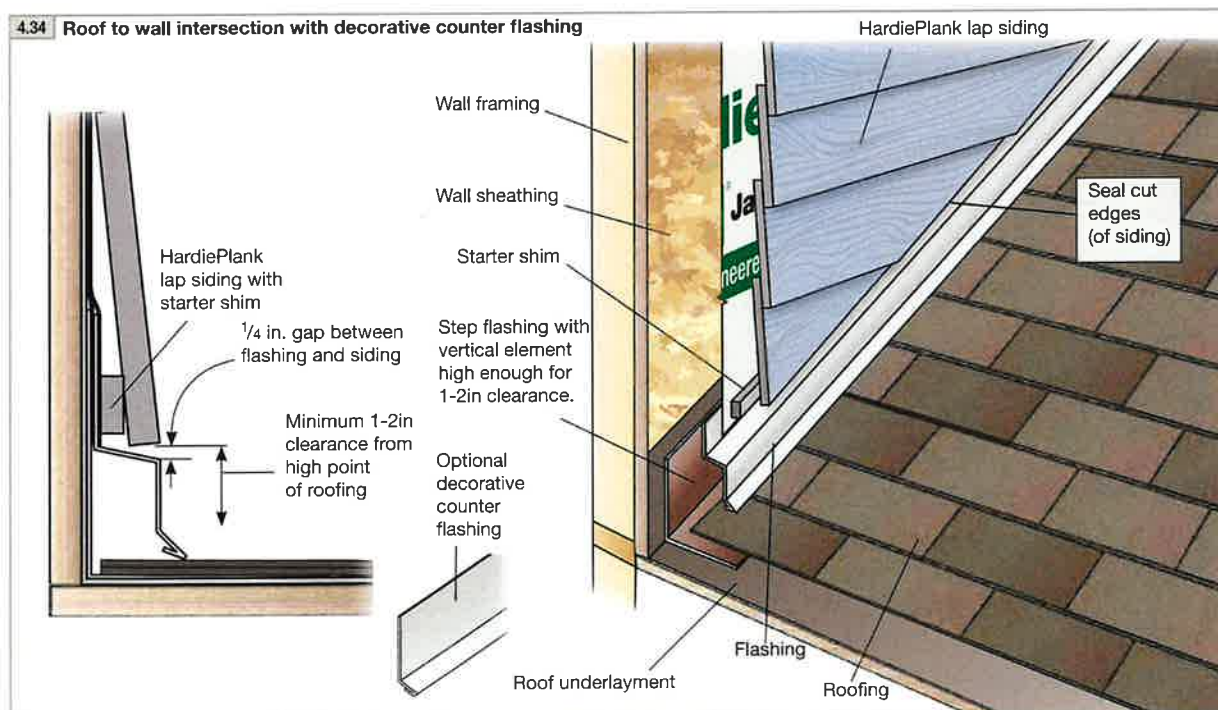
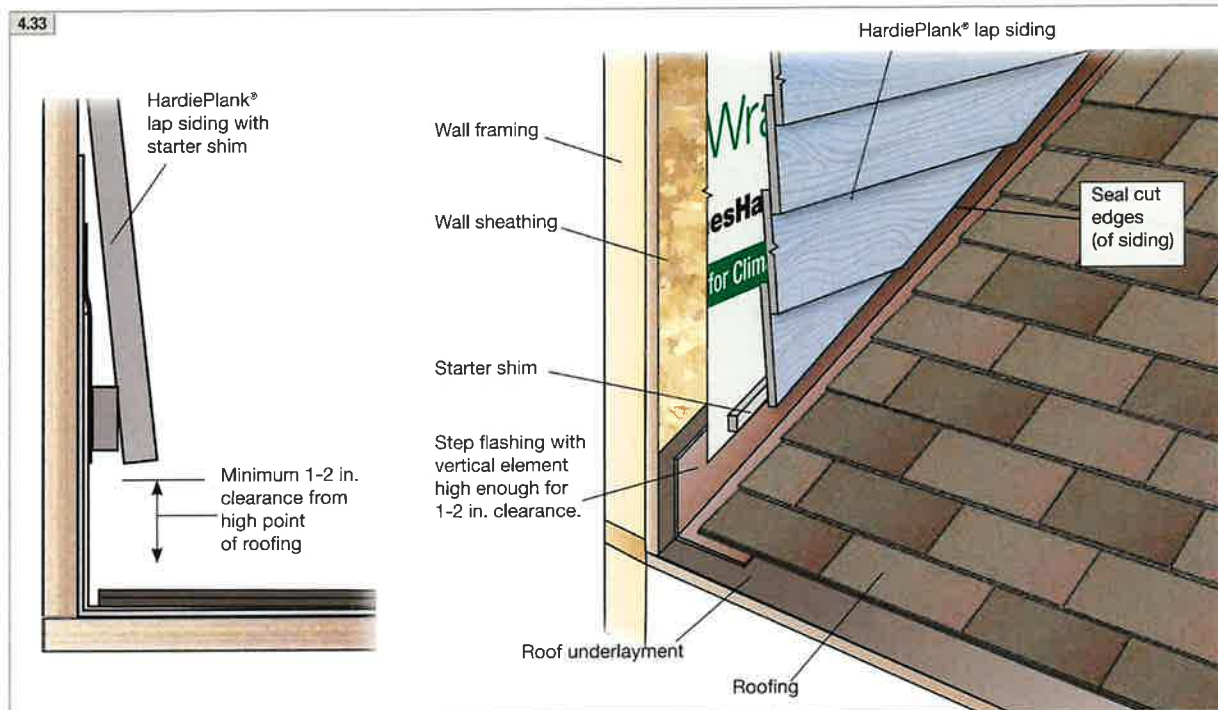


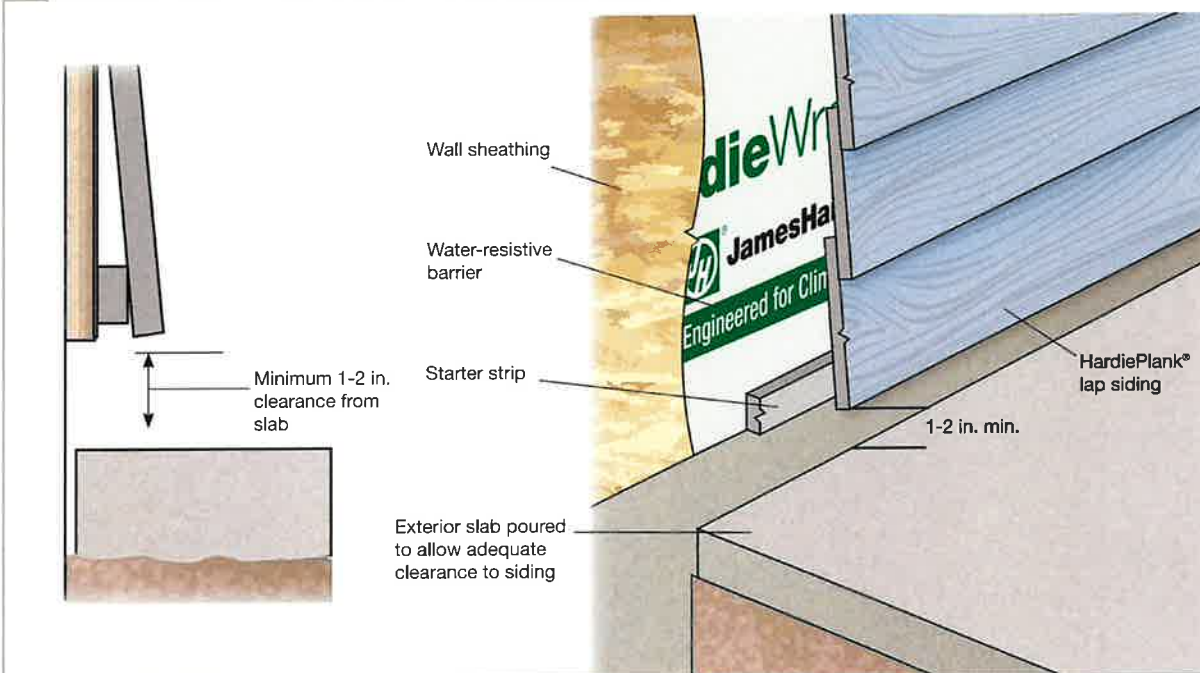
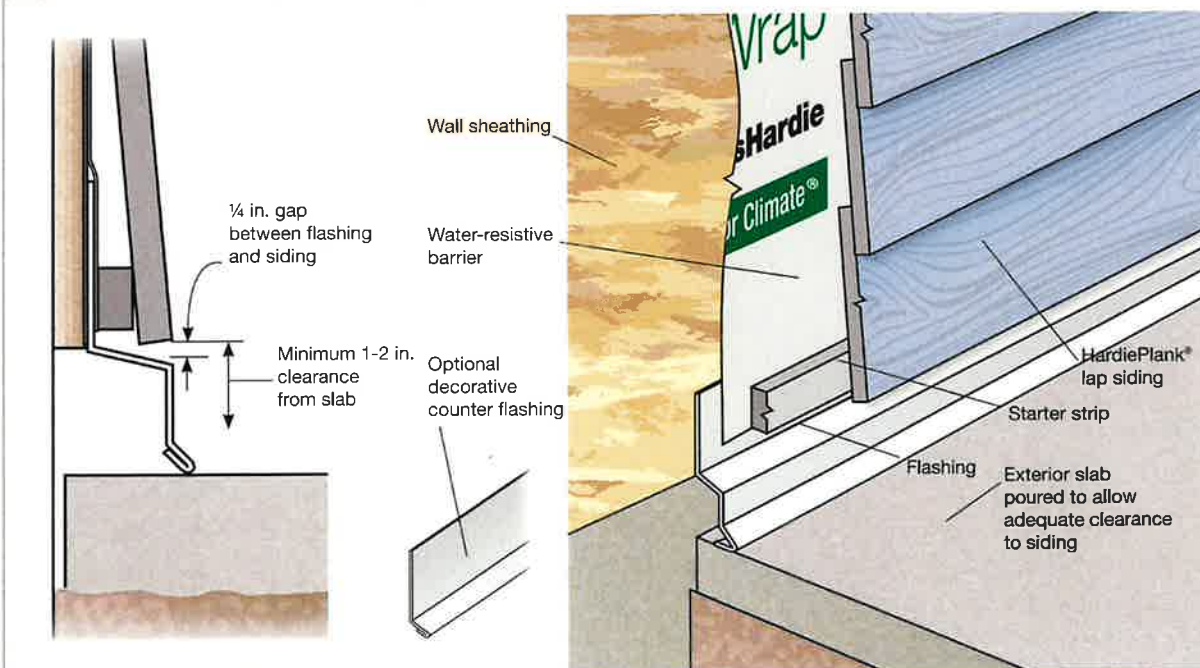
WARNING

James Hardie siding and trim products must not be installed such that they remain in contact with standing water.

General Installation Requirements (cont.)

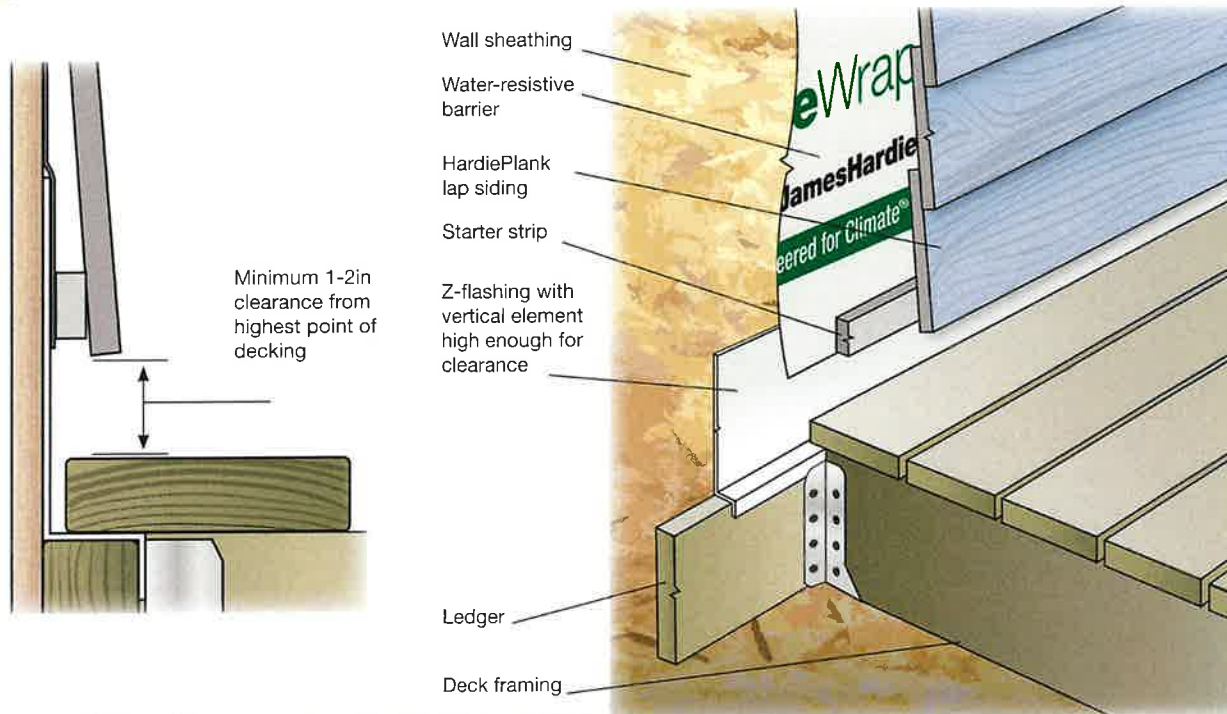
Here are examples of details that can help improve the aesthetics of clearance requirements. Check with a design professional and local building officials to ensure that the chosen details are correct for their intended purpose and location.



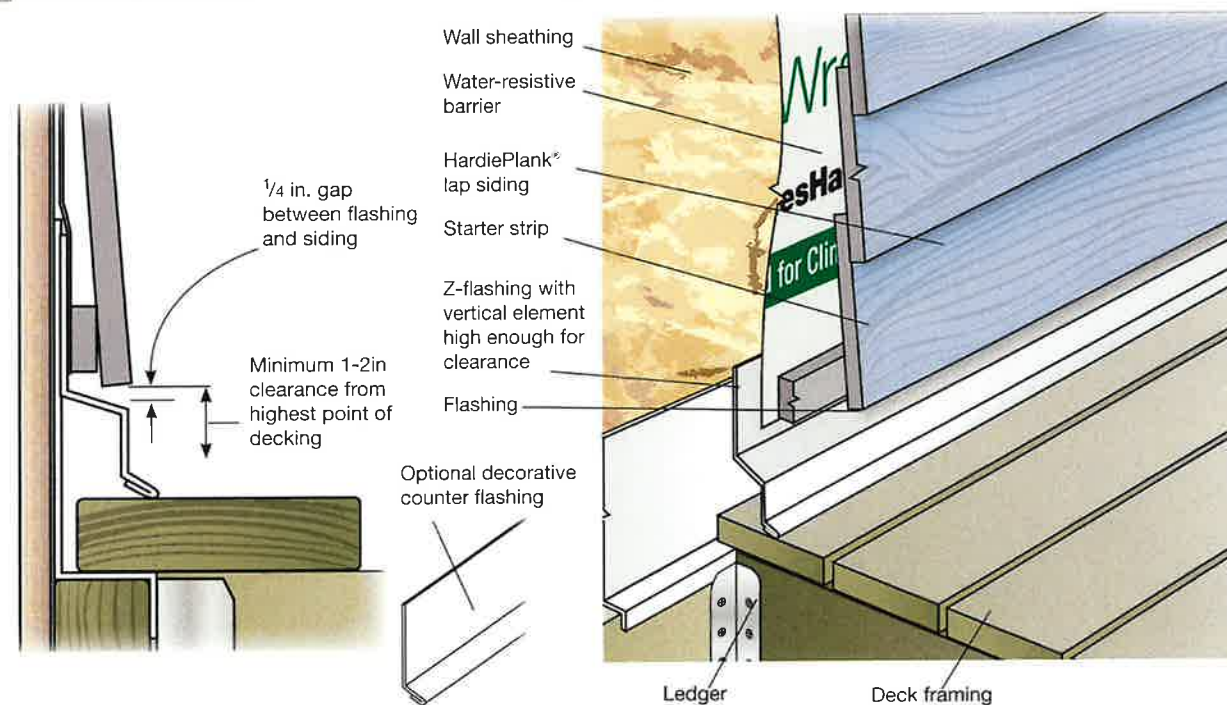
4.35 Wall to exterior slab intersection without decorative counter flashing**4.36** Wall to exterior slab intersection with decorative counter flashing

General Installation Requirements (cont.)

4.37 Wall to deck intersection without decorative counter flashing

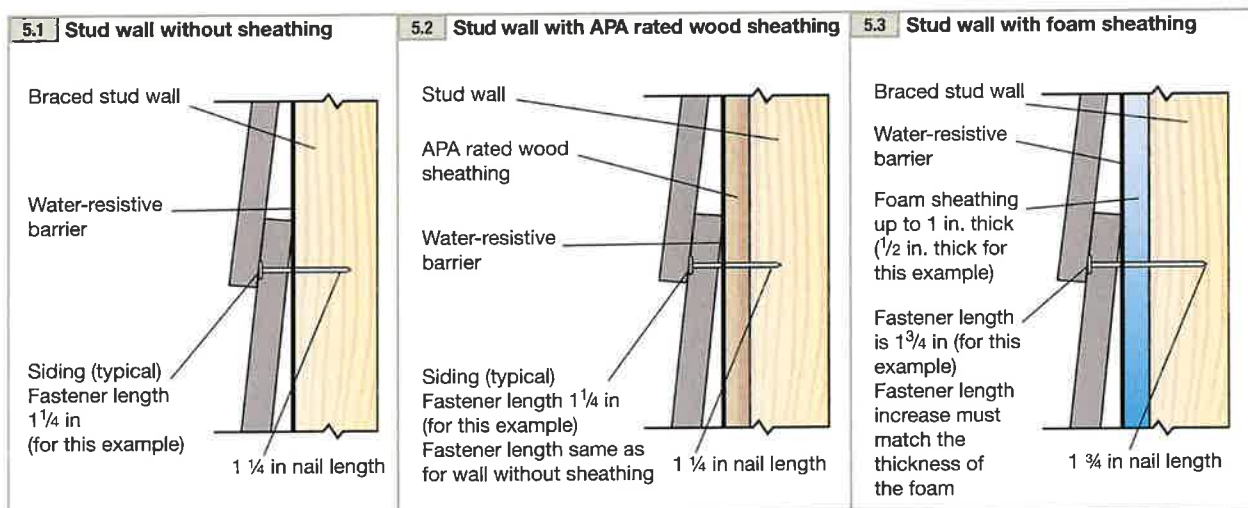


4.38 Wall to deck intersection with decorative counter flashing



General Fastener Requirements

Each product section of the James Hardie Installation Guide contains fastener requirements for that specific product. In general if siding is to be installed over a non-structural sheathing such as foam, gypsum, or builder board, increase the length of the fastener by the thickness of the non-structural sheathing. For example, if a 1 1/4 in. fastener would normally be required for an application, but the siding is being installed over 1/2 in. foam sheathing, increase the fastener length by 1/2 in to a 1 3/4 fastener length. For siding installation over a framed wall with structural sheathing such as plywood or OSB, the fastener length does not need to be increased.



WARNING

When installing siding over foam sheathing, care must be taken not to overdrive the nails and compress the foam. The resulting unevenness in the wall could distort the siding and give the wall an unsightly wavy appearance.

PNEUMATIC FASTENING

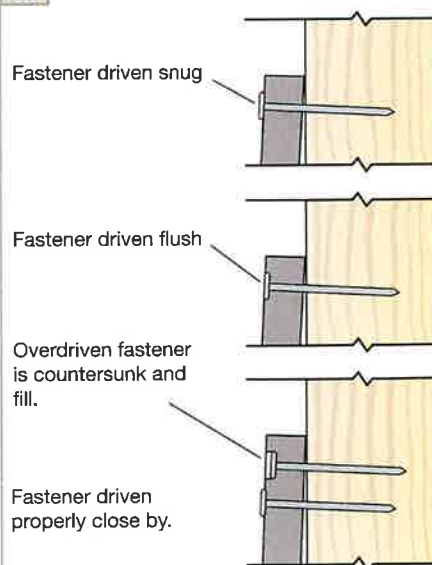
James Hardie® siding and trim products can be hand-nailed or fastened pneumatically. However, fastening with a pneumatic nailer is recommended for speed and consistency. Nails should be driven snug or flush with the surface of the siding.

For pneumatic nailing, set the air pressure so that the nails are driven to the proper depth. A flush mount attachment on the head of the nailer is recommended. If setting the nail depth proves difficult, choose a setting that slightly under-drives the nails. Then drive any under-driven nails snug to the surface with a smooth-faced hammer.

If nails are driven too deep, countersink them with a nail set, and fill, then drive another nail near by to the proper depth. Never use staples to attach James Hardie products.

TIP: Stainless steel fasteners are recommended when installing James Hardie products.

5.4



Finishing

FINISHING JAMES HARDIE® SIDING AND TRIM PRODUCTS

For best results when painting factory-primed James Hardie® siding and trim products, use high-quality exterior-grade acrylic topcoats. For best results with unprimed James Hardie siding and trim products, prime first with exterior-grade acrylic primer, and then finish with high-quality exterior-grade acrylic topcoats. Two finish coats of paint are recommended.

Use primers and topcoats that are designed and recommended for cement-based building materials such as fiber-cement, masonry, brick or stucco.

WARNING

- Finish factory primed James Hardie siding and trim products within 180 days of installation.
- The use of oil-based paints on unprimed fiber cement could result in increased surface roughness, loss of adhesion, cracking or excessive chalking.
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Never apply paint to saturated product.

COLORPLUS® TOUCH-UP



Edge Coater - edge coating is required for any field cuts to seal the edges and make joints less visible.



Touch-up Pens - conceal nailheads and very small nicks and scratches less than a dime size. Replace the area with a new piece of plank or panel if area is larger than a dime.

Note: Edge Coaters or Touch-up Pens should not be used to touch-up any area that is larger than a dime.

Note: James Hardie (JH) does not approve caulk (including JH Color matched caulk), other caulking or cementitious patching compounds to touch up nail heads, nail holes, dents, cracks or other minor surface blemishes on JH ColorPlus products.

WARNING

Do not allow ColorPlus touch-up to freeze. Apply touch-up when temperature of the air and the siding products is above 40°F (4°C).

COLORPLUS® PRODUCTS WITH PROTECTIVE LAMINATE SHEET

When installing HardieTrim® 5/4, 4/4 boards with ColorPlus® Technology, leave the protective laminate sheet on the board during cutting and installation. To install HardieTrim 5/4, 4/4 boards with ColorPlus® Technology, first fasten the trim using a finish nailer with the nails driven through the laminate sheet. Using a touch-up pen that matches the color of the trim, cover up the nail heads through the laminate sheet at the point of entry. After the nailing and touch-up are complete, remove the protective laminate sheet.



When installing other products such as HardiePlank® Lap Siding and HardiePanel® Vertical Siding with ColorPlus® Technology, leave the protective laminate sheet on the board during cutting and installation. Once the product is installed the laminate sheet should be removed.

TIP: As with any pre-finished building product, care should be taken when handling and cutting James Hardie ColorPlus products. At the job-site use a soft cloth to gently wipe any residue or construction dust left on the product

CAULK

James Hardie recommends the use of caulks and sealants that remain permanently flexible. Look for the words “permanently flexible” written clearly on the label or in the accompanying literature.

For best results, use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher, or a Latex Joint Sealant complying with ASTM C834. Caulking/sealant must be applied in accordance with the caulking/sealant manufacturer’s written instructions.

James Hardie does not warrant and does not accept liability for the appearance or the performance of field-applied caulks and sealants.

REPAIR PATCHING

Dent, chips, cracks and other minor surface damage in James Hardie primed siding and trim products can be filled with cementitious patching compound except on ColorPlus. When repairing holes of less than 1 in. that has been created by scaffold anchors, pipe, etc. James Hardie recommends a backer rod be placed into hole and sealed to prevent water infiltration. James Hardie will assume no responsibility for water infiltration.

BACK PRIMING/BACK SEALING

James Hardie does not require any of its siding products to be back sealed or back primed prior to installation in the field.

Finishing

MAINTENANCE

This maintenance instruction applies to all James Hardie® products, including PrimePlus® and ColorPlus® Technology.

Always follow the instructions and precautions outlined in the James Hardie® ColorPlus® Technology literature that was supplied with the product and the information that is available on the James Hardie® website (www.jameshardie.com), including James Hardie ColorPlus Technology instructions and precautions

The extent and nature of the maintenance required will depend on the geographical location, the exposure of the building and whether your product is prime or ColorPlus product. Cleaning, as needed, is recommended to remove dirt, dust, chalking, oil, grease, organic contaminants, or mold that may build up on the product surface over time. Dust from cutting and construction dust should be removed IMMEDIATELY upon installation (refer to the cleaning instruction in the table below). During cleaning, always wear appropriate protection (gloves and eyewear) and shield any landscaping or vegetation.

Surface cleaning recommendation is given below for specific product conditions. (Please note that damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty).

Recommendation	Construction/Cutting/ Existing Dirt and Chalk	Oil, grease or other organic contaminants	Mold and Mildew
Tools	Soft cloth, soft All Paint poly brush or chip brush or horsehair bench brush, garden hose. (Do not use hard brush (for example, scrub brush or an abrasive scrub sponge) that could damage the finish or siding.	Soft cloth and garden hose	Soft cloth or soft sponge and garden hose
Solution	Water	Mild liquid dishwashing soap (Dawn®, Ivory®, or Joy®) and water. (Do not use any harsh cleaning chemicals)	Mildew cleaners (Jomax®, Mildew Check®, Mold Armor®) and water
Method	1. If using a brush, brush the product surface dust, dirt or chalk, then rinse the area with a garden hose. 2. If using a soft cloth, wet the cloth then wipe the area until clean and rinse the area with clean water. Rinse the cloth frequently.	1. Use soft cloth wetted with soapy water to clean the area. Rinse the cloth frequently. 2. Use a garden hose to rinse the area.	1. Follow the mildew cleaner instruction. 2. Lightly scrub the area with mildew. 3. Use garden hose to rinse the area.

Soft All Paint Brush



Horsehair Brush



Chip Brush



Siding Brush



It is always suggested to work a small section at a time, start from the top and work your way down to prevent dripping or streaking onto the cleaned area.

Gently clean the siding with the soft brush or wet soft cloth in a side to side motion in the direction of the plank siding. If cleaning panel, direction of the siding is up and down. Do not push soft brush or wet cloth too hard against product surface. Do not allow the soap and mildew cleaner to dry on the siding (continually rinse the area until all of the cleaner has washed off of the siding). Any areas that have been missed may show up when the siding has dried. Spot clean and rinse any missed areas as needed.

If your surface still looks dirty after washing methods for dust/dirt and oil/grease, the problem may be mildew. Mildew discoloration can resemble dirt. Moisture is the most important single factor in the growth of mildew, which can lie dormant for years. For this reason, mildew discoloration is usually found in damp, dark areas or during prolonged humid conditions. Follow all instructions and precautions that are outlined on the label of the mildew cleaners and wear all protective equipment that is prescribed.

At all times, care must be taken not to use harsh or harmful chemicals that can damage the finish on the siding.



WARNING

High pressure water blast and sand blasting may damage the surface of the fiber cement product. Low pressure water spray, a soft medium bristle (nonmetal) brush is most suitable for cleaning fiber cement products. Acid washing can damage the fiber cement surface and is not recommended.

Note: If using a pressure washer, care must be taken to ensure that the water stream does not damage the surface of the siding. Damage to siding arising from improper cleaning or maintenance may not be covered by the James Hardie warranty. Using wide fan tips that are kept a minimum of 6 feet from the wall and at pressures under 1500 psi will minimize the chance of damaging the siding.



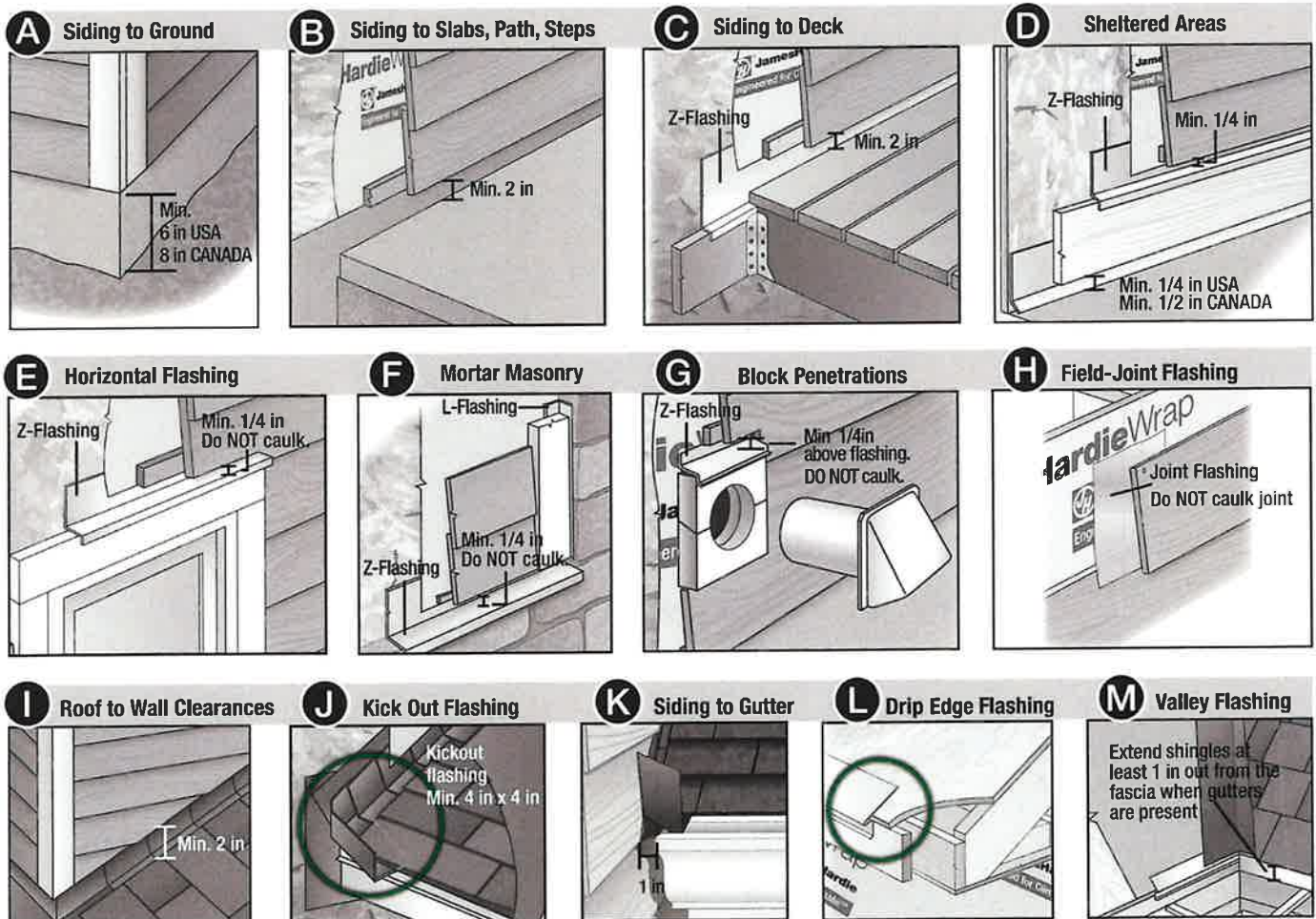
QUICK START INSTALLATION GUIDE

JamesHardiePros.com

IMPORTANT: This document is not intended to take the place of James Hardie published installation instructions. Failure to install and finish this product in accordance with applicable

building codes and James Hardie published instructions may lead to personal injury, affect system performance, violate local building codes, and void the product only warranty. For the latest

set of complete installation instructions applicable to your jobsite location, visit JamesHardiePros.com or call 1-866-942-7343 (866-9-HARDIE)



IMPORTANT FASTENING INFORMATION: James Hardie® siding, trim and soffit products must be installed in a manner that meets local building code and wind load requirements. It is the responsibility of the installer, builder, architect or other building professional and the home or property owner to ensure the fasteners and fastening schedules used result in an installation that is code compliant.

Consult ESR 1844 and ESR 2290 or other applicable, local code compliance documentation for guidance on fastener selection and placement to achieve design wind loads for the specific James Hardie siding product, framing type, building height, wind exposure category and other factors relevant to your project.

For special circumstances outside the scope of these documents, please refer to the Technical Document library at www.jameshardiepros.com or contact James Hardie's Technical Services at 1-888-J-HARDIE (1-888-542-7343).



JamesHardiePros.com

Job Site Storage & Proper Handling

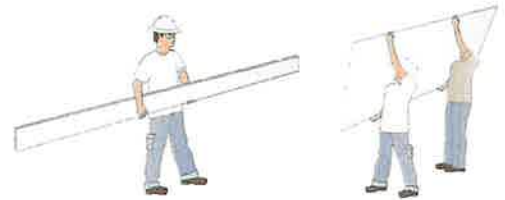
JOBSITE STORAGE

James Hardie siding and trim products must be kept dry at all times prior to installation. James Hardie products should be stored in their original packaging. They must be kept off the ground on a pallet. If stored outside, protect with an additional waterproof covering.



PROPER HANDLING

To help avoid injury and product damage, lap siding, trim, and soffit material should always be carried on edge. One person should hold planks on edge in the middle with arms spread apart to support the product. Panel products should always be carried by two people, on edge.



ColorPlus Technology Accessories

TOUCH-UP KITS

Estimated one kit per 4000 sq ft of siding or 1600 sq ft of trim.

Edge Coater - edge coating is required for any field cuts to seal the edges and make joints less visible.

Touch-up Pens - conceal nailheads and very small nicks and scratches less than a dime size. Replace the area with a new piece of plank or panel if area is larger than a dime.



COLOR MATCHED CAULK

Use caulk that comply with ASTM C920 Grade NS, Class 25 or higher or a latex joint sealant complying with ASTM C834. Apply caulk in accordance with the manufacturer's written instructions. About 18-20 linear feet per OSI® QUAD® MAX sealant tube.

LAMINATE

Leave protective laminate sheet in place during cutting, installation and touch-up, then remove laminate and discard.



Visit **JamesHardiePros.com** for the latest installation instructions and useful job-site tips in our industry-leading Best Practice Guide.



HardiePlank® Lap Siding

EFFECTIVE DECEMBER 2019

IMPORTANT: FAILURE TO FOLLOW JAMES HARDIE WRITTEN INSTALLATION INSTRUCTIONS AND COMPLY WITH APPLICABLE BUILDING CODES MAY VIOLATE LOCAL LAWS, AFFECT BUILDING ENVELOPE PERFORMANCE AND MAY AFFECT WARRANTY COVERAGE. FAILURE TO COMPLY WITH ALL HEALTH AND SAFETY REGULATIONS WHEN CUTTING AND INSTALLING THIS PRODUCT MAY RESULT IN PERSONAL INJURY. BEFORE INSTALLATION, CONFIRM YOU ARE USING THE CORRECT HARDIEZONE® PRODUCT INSTRUCTIONS BY VISITING HARDIEZONE.COM OR CALL 1-866-942-7343 (866-9-HARDIE)

STORAGE & HANDLING:

Store flat and keep dry and covered prior to installation. Installing siding wet or saturated may result in shrinkage at butt joints. Carry planks on edge. Protect edges and corners from breakage. James Hardie is not responsible for damage caused by improper storage and handling of the product.



⚠ CUTTING INSTRUCTIONS

OUTDOORS

1. Position cutting station so that airflow blows dust away from the user and others near the cutting area.
2. Cut using one of the following methods:
 - a. Best: Circular saw equipped with a HardieBlade® saw blade and attached vacuum dust collection system. Shears (manual, pneumatic or electric) may also be used, not recommended for products thicker than 7/16 in.
 - b. Better: Circular saw equipped with a dust collection feature (e.g. Roan® saw) and a HardieBlade saw blade.
 - c. Good: Circular saw equipped with a HardieBlade saw blade.

INDOORS

- DO NOT grind or cut with a power saw indoors. Cut using shears (manual, pneumatic or electric) or the score and snap method, not recommended for products thicker than 7/16 in.
- DO NOT dry sweep dust; use wet dust suppression or vacuum to collect dust.
 - For maximum dust reduction, James Hardie recommends using the "Best" cutting practices. Always follow the equipment manufacturer's instructions for proper operation.
 - For best performance when cutting with a circular saw, James Hardie recommends using HardieBlade® saw blades.
 - Go to jameshardiepros.com for additional cutting and dust control recommendations.

IMPORTANT: The Occupational Safety and Health Administration (OSHA) regulates workplace exposure to silica dust. For construction sites, OSHA has deemed that cutting fiber cement with a circular saw having a blade diameter less than 8 inches and connected to a commercially available dust collection system per manufacturer's instructions results in exposures below the OSHA Permissible Exposure Limit (PEL) for respirable crystalline silica, without the need for additional respiratory protection.

If you are unsure about how to comply with OSHA silica dust regulations, consult a qualified industrial hygienist or safety professional, or contact your James Hardie technical sales representative for assistance. James Hardie makes no representation or warranty that adopting a particular cutting practice will assure your compliance with OSHA rules or other applicable laws and safety requirements.

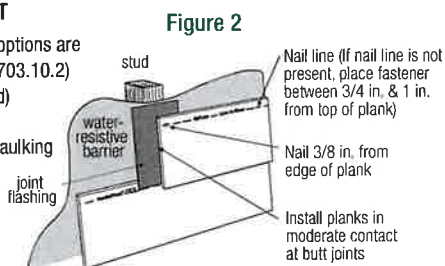
GENERAL REQUIREMENTS:

- HardiePlank® lap siding can be installed over braced wood or steel studs, 20 gauge (33 mils) minimum to 16 gauge (54 mils) maximum, spaced a maximum of 24 in o.c. or directly to minimum 7/16 in thick OSB sheathing. See General Fastening Requirements. Irregularities in framing and sheathing can mirror through the finished application. Correct irregularities before installing siding.
- Information on installing James Hardie products over non-naailable substrates (ex: gypsum, foam, etc.) can be located in JH Tech Bulletin 19 at www.jameshardie.com
- A water-resistive barrier is required in accordance with local building code requirements. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements. James Hardie will assume no responsibility for water infiltration. James Hardie does manufacture HardieWrap® Weather Barrier, a non-woven non-perforated housewrap¹, which complies with building code requirements.
- When installing James Hardie products all clearance details in figs. 3-14 must be followed.
- Adjacent finished grade must slope away from the building in accordance with local building codes - typically a minimum of 6 in. in the first 10 ft..
- Do not use HardiePlank lap siding in Fascia or Trim applications.
- Do not install James Hardie products, such that they may remain in contact with standing water.
- HardiePlank lap siding may be installed on flat vertical wall applications only.
- For larger projects, including commercial and multi-family projects, where the span of the wall is significant in length, the designer and/or architect should take into consideration the coefficient of thermal expansion and moisture movement of the product in their design. These values can be found in the Technical Bulletin "Expansion Characteristics of James Hardie® Siding Products" at www.jameshardie.com.
- James Hardie Building Products provides installation/wind load information for buildings with a maximum mean roof height of 85 feet. For information on installations above 60 feet, please contact JH technical support.

INSTALLATION: JOINT TREATMENT

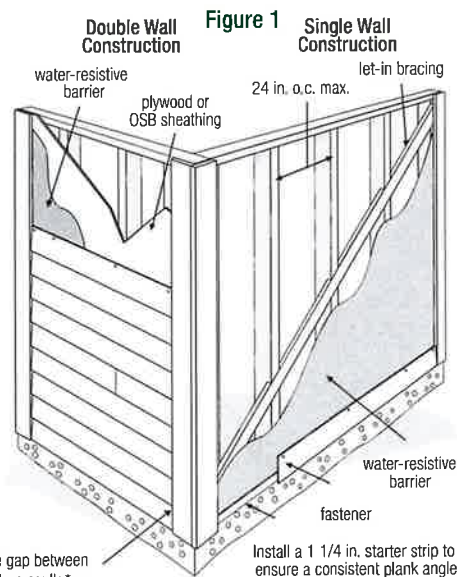
One or more of the following joint treatment options are required by code (as referenced 2009 IRC R703.10.2)

- A. Joint Flashing (James Hardie recommended)
- B. Caulking* (Caulking is not recommended for ColorPlus for aesthetic reasons as the Caulking and ColorPlus will weather differently. For the same reason, do not caulk nail heads on ColorPlus products.)
- C. "H" jointer cover



Note: Field painting over caulking may produce a sheen difference when compared to the field painted PrimePlus. *Refer to Caulking section in these instructions.

¹For additional information on HardieWrap® Weather Barrier, consult James Hardie at 1-866-4Hardie or www.hardiewrap.com



SELECT CEDARMILL® | SMOOTH | BEADED CEDARMILL® | BEADED SMOOTH | CUSTOM COLONIAL™ SMOOTH | CUSTOM COLONIAL™ ROUGHSAWN

Visit jameshardiepros.com for the most recent version.

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CLEARANCE AND FLASHING REQUIREMENTS

Figure 3
Roof to Wall

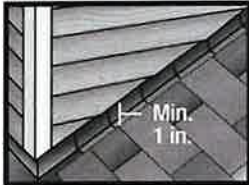


Figure 4
Horizontal Flashing



Figure 5
Kickout Flashing



Figure 6
Slabs, Path, Steps to Siding

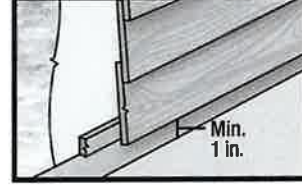


Figure 7
Deck to Wall

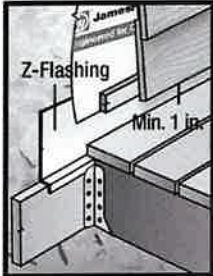


Figure 8
Ground to Siding

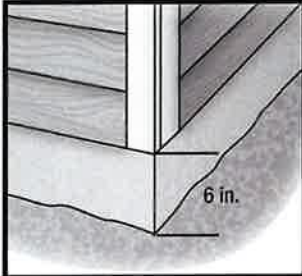


Figure 9
Gutter to Siding



Figure 10
Sheltered Areas

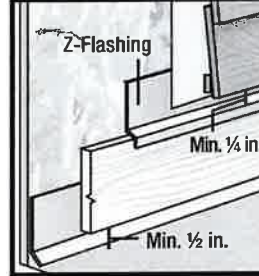


Figure 11
Mortar/Masonry

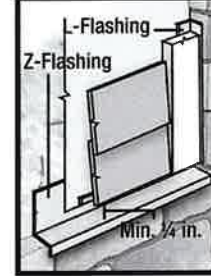


Figure 12
Drip Edge

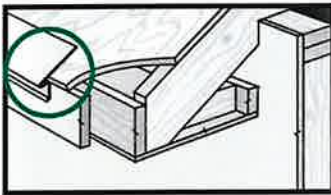


Figure 13
Block Penetration
(Recommended in HZ10)



Figure 14
Valley/Shingle Extension



FASTENER REQUIREMENTS*

Refer to the applicable ESR report online to determine which fastener meets your wind load design criteria.

Blind Nailing is the preferred method of installation for HardiePlank® lap siding products. Face nailing should only be used where required by code for high wind areas and must not be used in conjunction with Blind nailing (Please see JH Tech bulletin 17 for exemption when doing a repair).

BLIND NAILING

Nails - Wood Framing

- Siding nail (0.09 in. shank x 0.221 in. HD x 2 in. long)
- 11ga. roofing nail (0.121 in. shank x 0.371 in. HD x 1.25 in. long)

Screws - Steel Framing

- Ribbed Wafer-head or equivalent (No. 8 x 1 1/4 in. long x 0.375 in. HD) Screws must penetrate 3 threads into metal framing.

Nails - Steel Framing

- ET & F Panelfast® nails or equivalent (0.10 in. shank x 0.313 in. HD x 1-1/2 in. long)
- Nails must penetrate minimum 1/4 in. into metal framing.

OSB minimum 7/16 in.

- Siding nail (0.09 in. shank x 0.215 in. HD x 1-1/2 in. long)
- Ribbed Wafer-head or equivalent (No. 8 x 1 5/8 in. long x 0.375 in. HD).

FACE NAILING

Nails - Wood Framing

- 6d (0.113 in. shank x 0.267 in. HD x 2 in. long)
- Siding nail (0.09" shank x 0.221" HD x 2" long)

Screws - Steel Framing

- Ribbed Bugle-head or equivalent (No. 8-18 x 1-5/8 in. long x 0.323 in. HD) Screws must penetrate 3 threads into metal framing.

Nails - Steel Framing

- ET & F pin or equivalent (0.10 in. shank x 0.25 in. HD x 1-1/2 in. long)
- Nails must penetrate minimum 1/4 in. into metal framing.

OSB minimum 7/16 in.

- Siding nail (0.09 in. shank x 0.221 in. HD x 1-1/2 in. long)

*Also see General Fastening Requirements; and when considering alternative fastening options refer to James Hardie's Technical Bulletin USTB 5 - Fastening Tips for HardiePlank Lap Siding.



FASTENER REQUIREMENTS continued

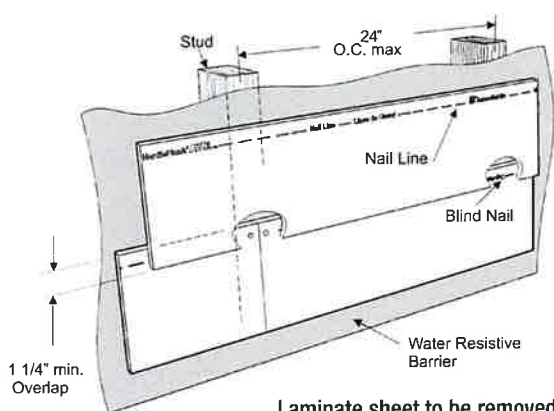
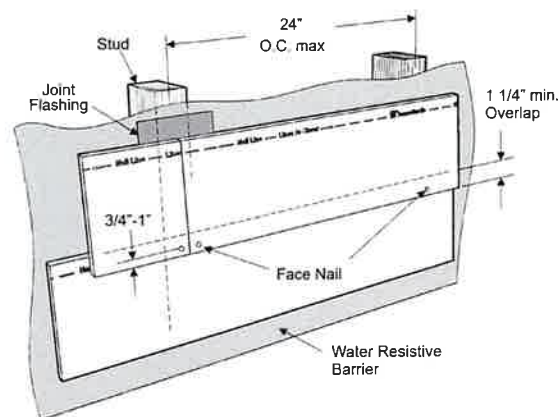
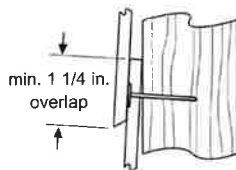


Figure 15 Figure 16

Minimum overlap
for Both Face
and Blind Nailing



Laminate sheet to be removed immediately after installation of each course for ColorPlus® products.

Pin-backed corners may be done for aesthetic purposes only. Finish nails are recommended for pin-backs. Headed siding nails are allowed. Place pin-backs no closer than 1 in. from plank ends and 3/4 in. from plank edge into min. 3/8 in. wood structural panel. Pin-backs are not a substitute for blind or face nailing.

GENERAL FASTENING REQUIREMENTS

Fasteners must be corrosion resistant, galvanized, or stainless steel. Electro-galvanized are acceptable but may exhibit premature corrosion. James Hardie recommends the use of quality, hot-dipped galvanized nails. James Hardie is not responsible for the corrosion resistance of fasteners. Stainless steel fasteners are recommended when installing James Hardie® products near the ocean, large bodies of water, or in very humid climates.

Manufacturers of ACQ and CA preservative-treated wood recommend spacer materials or other physical barriers to prevent direct contact of ACQ or CA preservative-treated wood and aluminum products. Fasteners used to attach HardieTrim Tabs to preservative-treated wood shall be of hot dipped zinc-coated galvanized steel or stainless steel and in accordance to 2009 IRC R317.3 or 2009 IBC 2304.9.5

- Consult applicable product evaluation or listing for correct fasteners type and placement to achieve specified design wind loads.
- NOTE: Published wind loads may not be applicable to all areas where Local Building Codes have specific jurisdiction. Consult James Hardie Technical Services if you are unsure of applicable compliance documentation.
- Drive fasteners perpendicular to siding and framing.
- Fastener heads should fit snug against siding (no air space).
- NOTE: Whenever a structural member is present, HardiePlank should be fastened with even spacing to the structural member. The tables allowing direct to OSB or plywood should only be used when traditional framing is not available.

CUT EDGE TREATMENT

Caulk, paint or prime all field cut edges. James Hardie touch-up kits are required to touch-up ColorPlus products.

CAULKING

For best results use an Elastomeric Joint Sealant complying with ASTM C920 Grade NS, Class 25 or higher or a Latex Joint Sealant complying with ASTM C834. Caulking/Sealant must be applied in accordance with the caulking/sealant manufacturer's written instructions.

Note: some caulking manufacturers do not allow "tooling".

PAINTING

DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products. Factory-primed James Hardie products must be painted within 180 days of installation. 100% acrylic topcoats are recommended. Do not paint when wet. For application rates refer to paint manufacturers specifications. Back-rolling is recommended if the siding is sprayed.

PNEUMATIC FASTENING

James Hardie products can be hand nailed or fastened with a pneumatic tool. Pneumatic fastening is highly recommended. Set air pressure so that the fastener is driven snug with the surface of the siding. A flush mount attachment on the pneumatic tool is recommended. This will help control the depth the nail is driven. If setting the nail depth proves difficult, choose a setting that under drives the nail. (Drive under driven nails snug with a smooth faced hammer - Does not apply for installation to steel framing).



DO NOT



IF, THEN



HAMMER
FLUSH



REMOVE &
REPLACE

DO NOT



IF, THEN ADDITIONAL NAIL



COUNTERSINK
& FILL

DO NOT USE



**COLORPLUS® TECHNOLOGY CAULKING, TOUCH-UP & LAMINATE**

- Care should be taken when handling and cutting James Hardie® ColorPlus® products. During installation use a wet soft cloth or soft brush to gently wipe off any residue or construction dust left on the product, then rinse with a garden hose.
 - Touch up nicks, scrapes and nail heads using the ColorPlus® Technology touch-up applicator. Touch-up should be used sparingly. If large areas require touch-up, replace the damaged area with new HardiePlank® lap siding with ColorPlus® Technology.
 - Laminate sheet must be removed immediately after installation of each course.
 - Terminate non-factory cut edges into trim where possible, and caulk. Color matched caulks are available from your ColorPlus® product dealer.
 - Treat all other non-factory cut edges using the ColorPlus Technology edge coat, available from your ColorPlus product dealer.
- Note:** James Hardie does not warrant the usage of third party touch-up or paints used as touch-up on James Hardie ColorPlus products.

Problems with appearance or performance arising from use of third party touch-up paints or paints used as touch-up that are not James Hardie touch-up will not be covered under the James Hardie ColorPlus Limited Finish Warranty.

PAINTING JAMES HARDIE® SIDING AND TRIM PRODUCTS WITH COLORPLUS® TECHNOLOGY

When repainting ColorPlus products, James Hardie recommends the following regarding surface preparation and topcoat application:

- Ensure the surface is clean, dry, and free of any dust, dirt, or mildew
- Repriming is normally not necessary
- 100% acrylic topcoats are recommended
- DO NOT use stain, oil/alkyd base paint, or powder coating on James Hardie® Products.
- Apply finish coat in accordance with paint manufacturers written instructions regarding coverage, application methods, and application temperature
- DO NOT caulk nail heads when using ColorPlus products, refer to the ColorPlus touch-up section

COVERAGE CHART/ESTIMATING GUIDE

Number of 12 ft. planks, does not include waste

COVERAGE AREA LESS OPENINGS (1 SQ = 100 sq.ft.)	HARDIEPLANK® LAP SIDING WIDTH									
	(exposure)	5 1/4 4	6 1/4 5	7 1/4 6	7 1/2 6 1/4	8 6 3/4	8 1/4 7	9 1/4 8	9 1/2 8 1/4	12 10 3/4
1		25	20	17	16	15	14	13	13	9
2		50	40	33	32	30	29	25	25	19
3		75	60	50	48	44	43	38	38	28
4		100	80	67	64	59	57	50	50	37
5		125	100	83	80	74	71	63	63	47
6		150	120	100	96	89	86	75	75	56
7		175	140	117	112	104	100	88	88	65
8		200	160	133	128	119	114	100	100	74
9		225	180	150	144	133	129	113	113	84
10		250	200	167	160	148	143	125	125	93
11		275	220	183	176	163	157	138	138	102
12		300	240	200	192	178	171	150	150	112
13		325	260	217	208	193	186	163	163	121
14		350	280	233	224	207	200	175	175	130
15		375	300	250	240	222	214	188	188	140
16		400	320	267	256	237	229	200	200	149
17		425	340	283	272	252	243	213	213	158
18		450	360	300	288	267	257	225	225	167
19		475	380	317	304	281	271	238	238	177
20		500	400	333	320	296	286	250	250	186

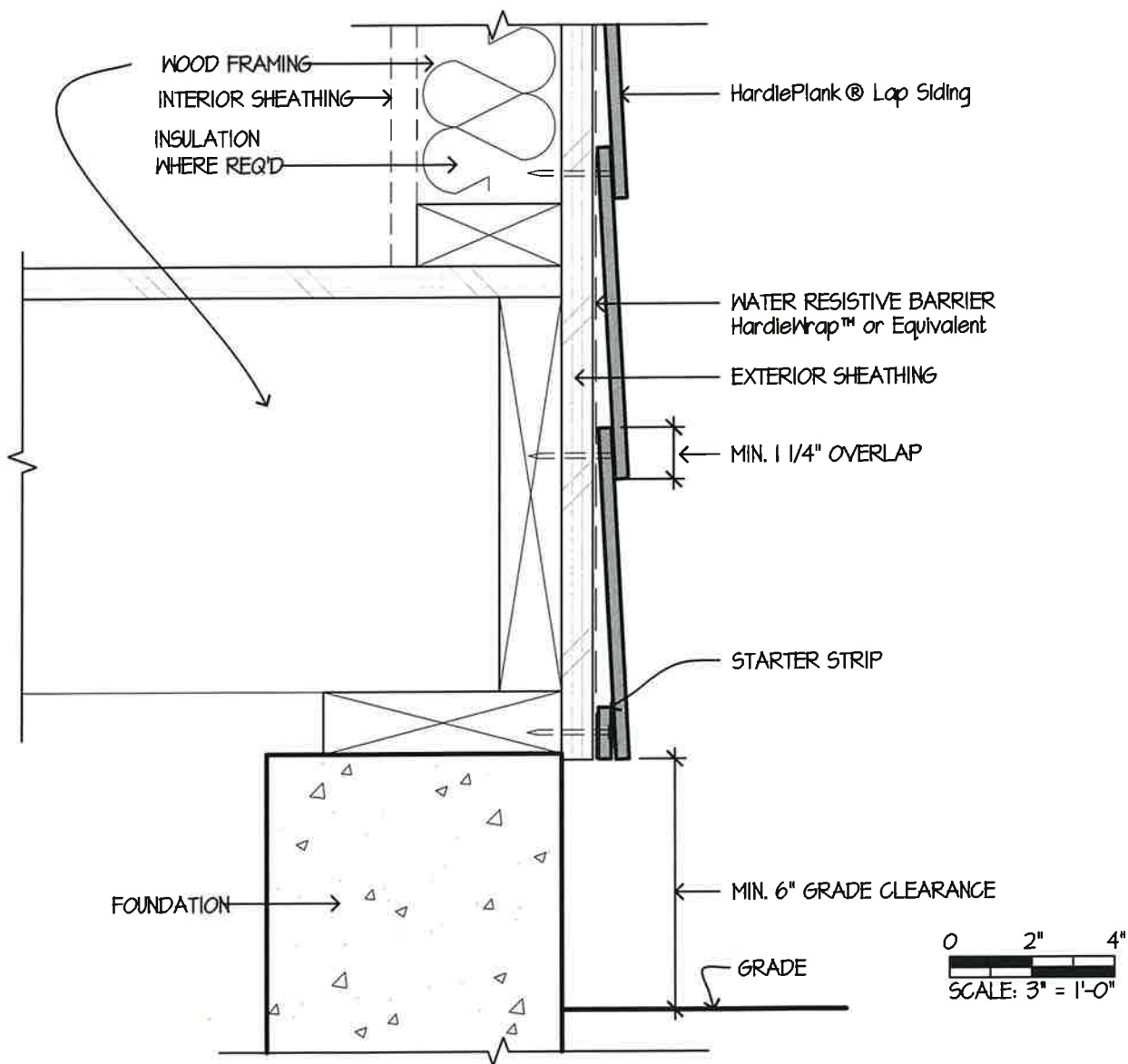
This coverage chart is meant as a guide. Actual usage is subject to variables such as building design. James Hardie does not assume responsibility for over or under ordering of product.

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SILICA WARNING DANGER: May cause cancer if dust from product is inhaled. Causes damage to lungs and respiratory system through prolonged or repeated inhalation of dust from product. Refer to the current product Safety Data Sheet before use. The hazard associated with fiber cement arises from crystalline silica present in the dust generated by activities such as cutting, machining, drilling, routing, sawing, crushing, or otherwise abrading fiber cement, and when cleaning up, disposing of or moving the dust. When doing any of these activities in a manner that generates dust you must (1) comply with the OSHA standard for silica dust and/or other applicable law, (2) follow James Hardie cutting instructions to reduce or limit the release of dust, (3) warn others in the area to avoid breathing the dust, (4) when using mechanical saw or high speed cutting tools, work outdoors and use dust collection equipment; and (5) if no other dust controls are available, wear a dust mask or respirator that meets NIOSH requirements (e.g. N-95 dust mask). During clean-up, use a well maintained vacuum and filter appropriate for capturing fine (respirable) dust or use wet clean-up methods - never dry sweep.

WARNING: This product can expose you to chemicals including respirable crystalline silica, which is known to the State of California to cause cancer. For more information go to P65Warnings.ca.gov.

RECOGNITION: In accordance with ICC-ES Evaluation Report ESR-2290, HardiePlank® lap siding is recognized as a suitable alternate to that specified in the 2006, 2009, 2012 & 2015 International Residential Code for One and Two-Family Dwellings, and the 2006, 2009, 2012 & 2015 International Building Code. HardiePlank lap siding is also recognized for application in the following: City of Los Angeles Research Report No. 24862, State of Florida Product Approval FL#13192, Miami-Dade County Florida NOA No. 17-C406-06, U.S. Dept. of HUD Materials Release '263', Texas Department of Insurance Product Evaluation EC-23, City of New York VEA 223-93-M, and California CSA PA-019. These documents should also be consulted for additional information concerning the suitability of this product for specific applications.



GRADE CLEARANCE

These drawings are published as an information guide only. These CAD drawings are intended as templates to assist the designer. They do not contain the full details required for construction and must be read in conjunction with the installation instructions on www.jameshardie.com. You should obtain architectural, engineering or other technical advice to assess the suitability of these drawings to the requirements of your particular project. James Hardie accepts no liability in respect to the use of these drawings.

For fastener specifications and complete installation instructions refer to appropriate documentation at www.JamesHardie.com

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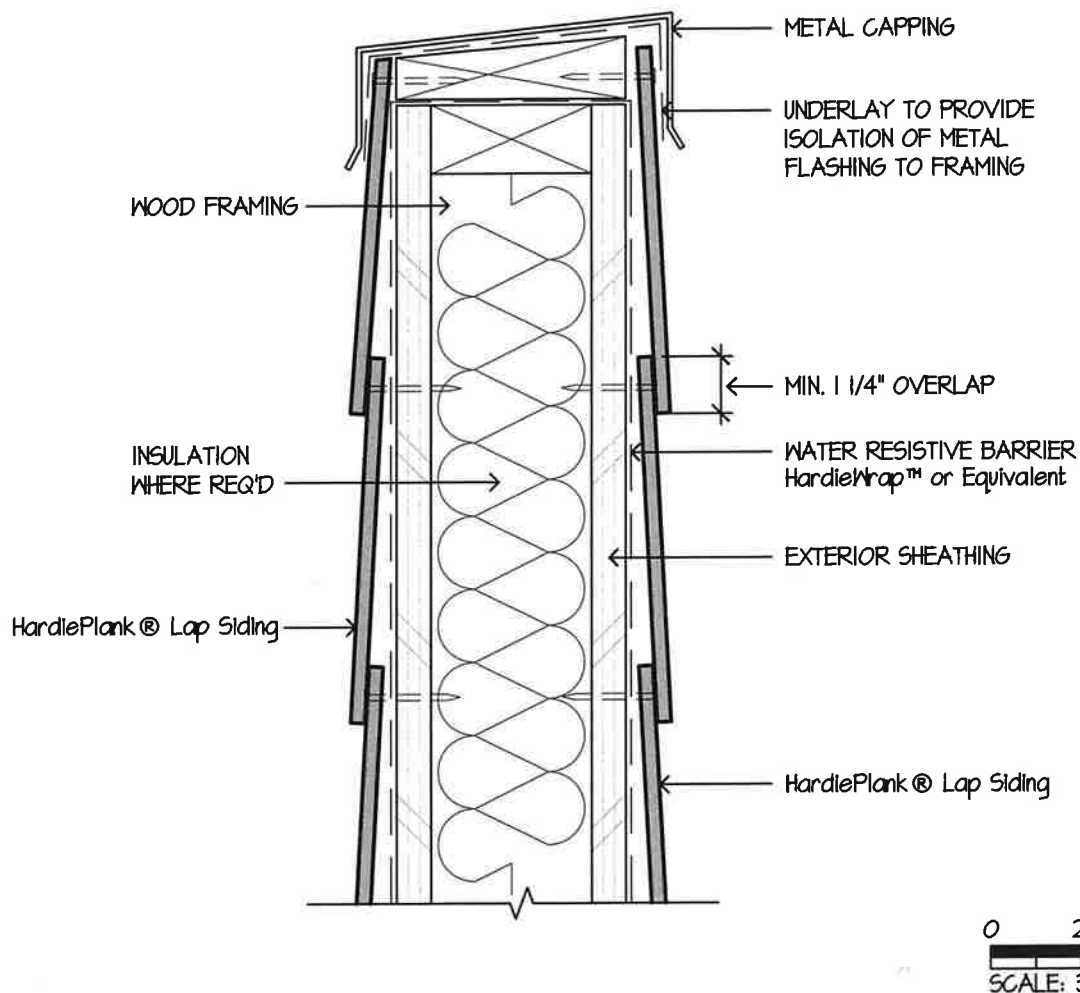
PLANK
1.06

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened Into Framing



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PARAPET

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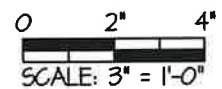
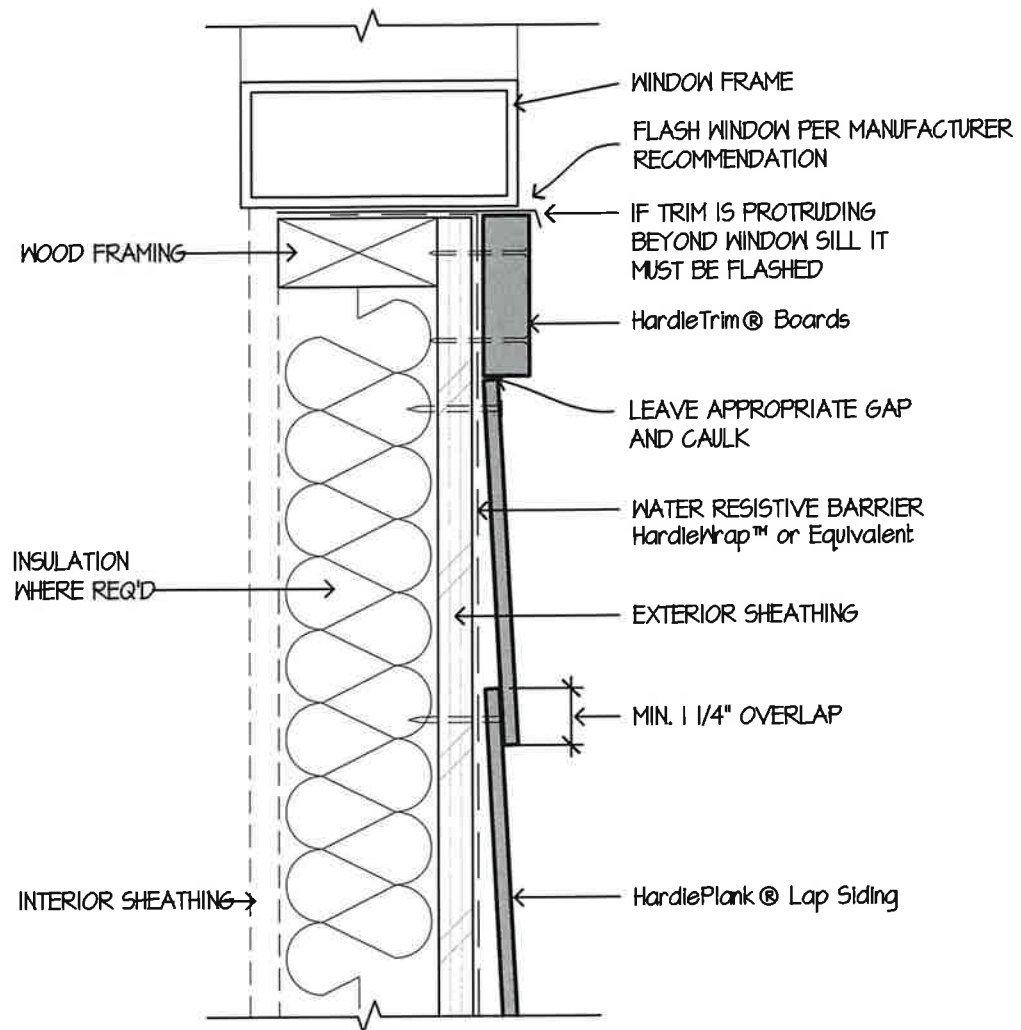
**PLANK
109**

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



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WINDOW SILL

These drawings are published as an information guide only. These CAD drawings are intended as templates to assist the designer. They do not contain the full details required for construction and must be read in conjunction with the installation instructions on www.jameshardie.com. You should obtain architectural, engineering or other technical advice to assess the suitability of these drawings to the requirements of your particular project. James Hardie accepts no liability in respect to the use of these drawings.

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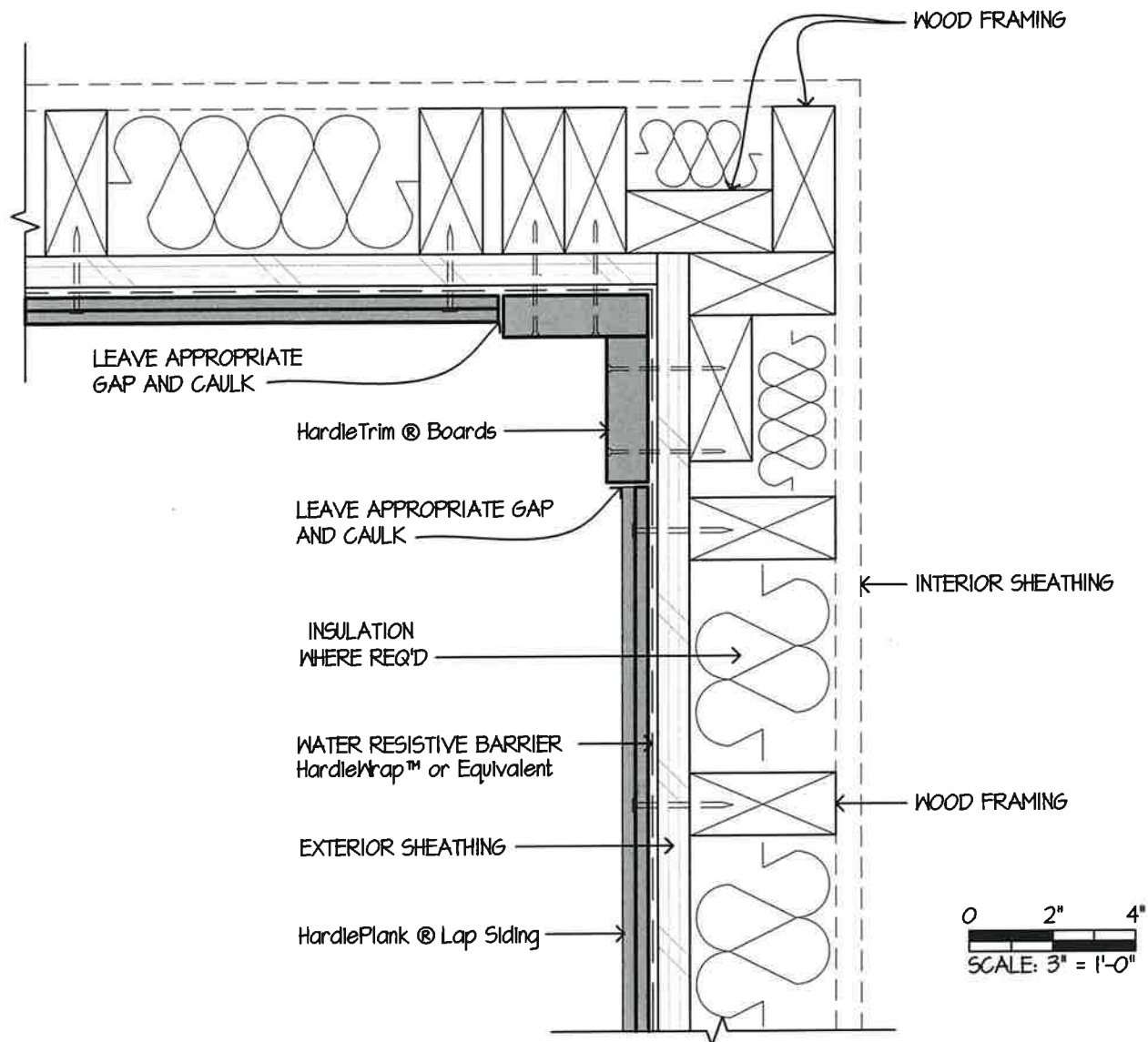
PLANK
104

HardiePlank® Lap Siding Details

- Wood Framing
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INSIDE CORNER

These drawings are published as an information guide only. These CAD drawings are intended as templates to assist the designer. They do not contain the full details required for construction and must be read in conjunction with the installation instructions on www.jameshardie.com. You should obtain architectural, engineering or other technical advice to assess the suitability of these drawings to the requirements of your particular project. James Hardie accepts no liability in respect to the use of these drawings.

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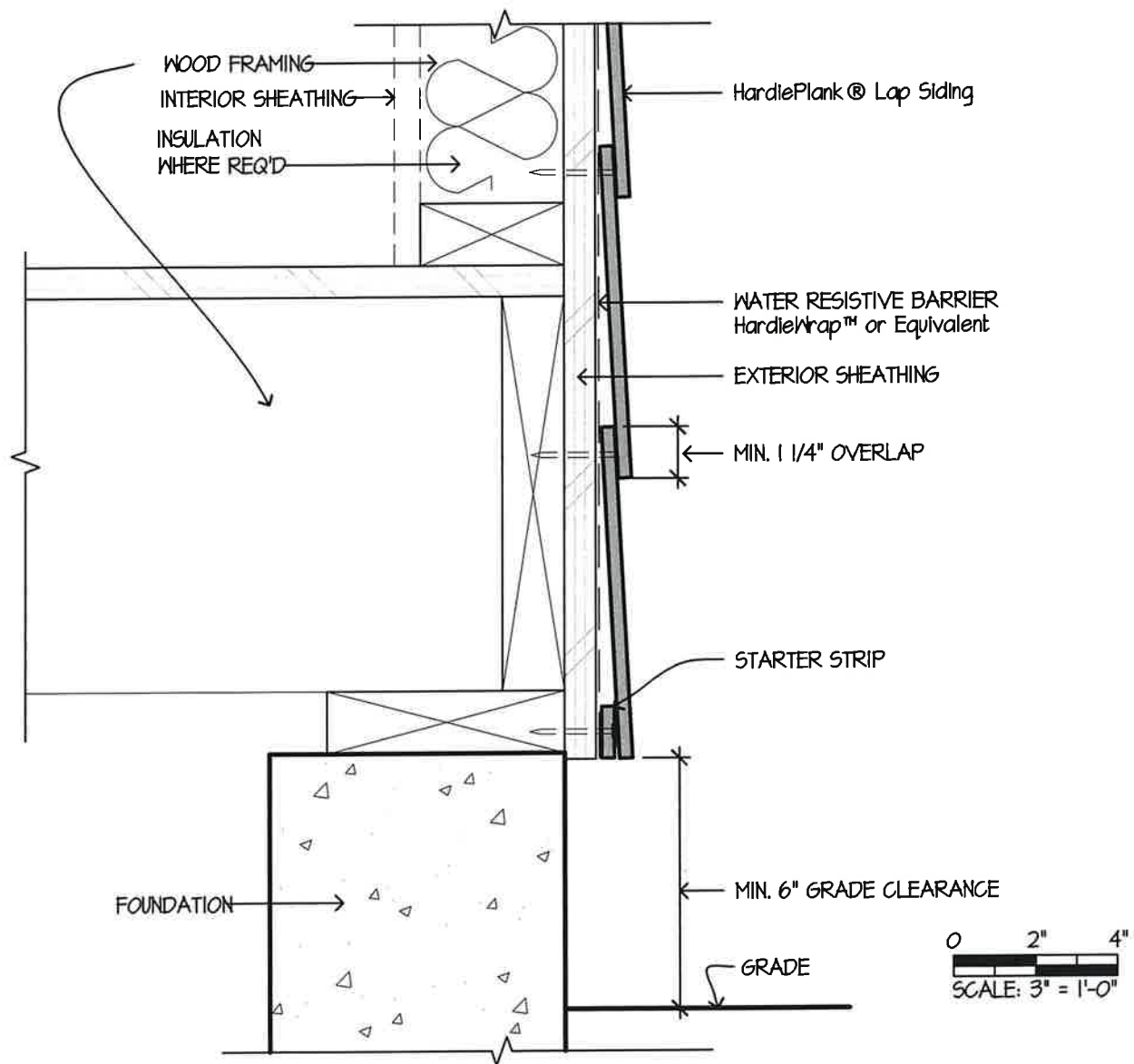
PLANK
101

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



JamesHardie



GRADE CLEARANCE

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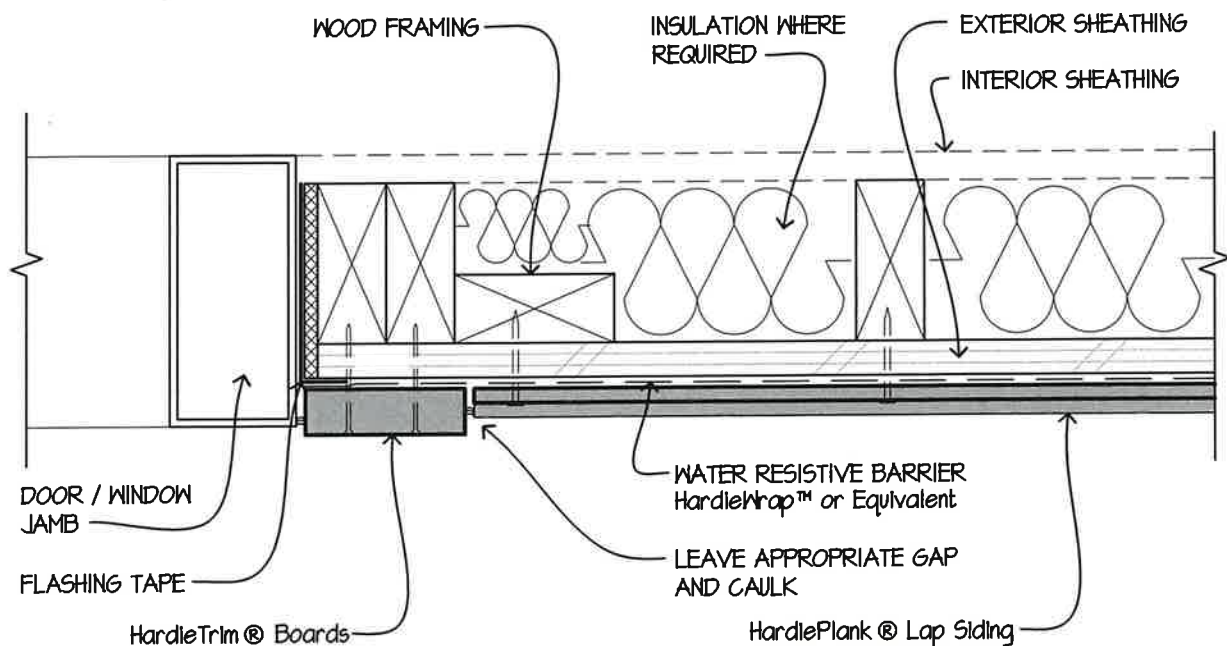
PLANK
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HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



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0 2" 4"
SCALE: 3" = 1'-0"

DOOR / WINDOW JAMB

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DETAIL:

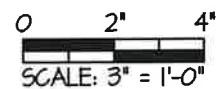
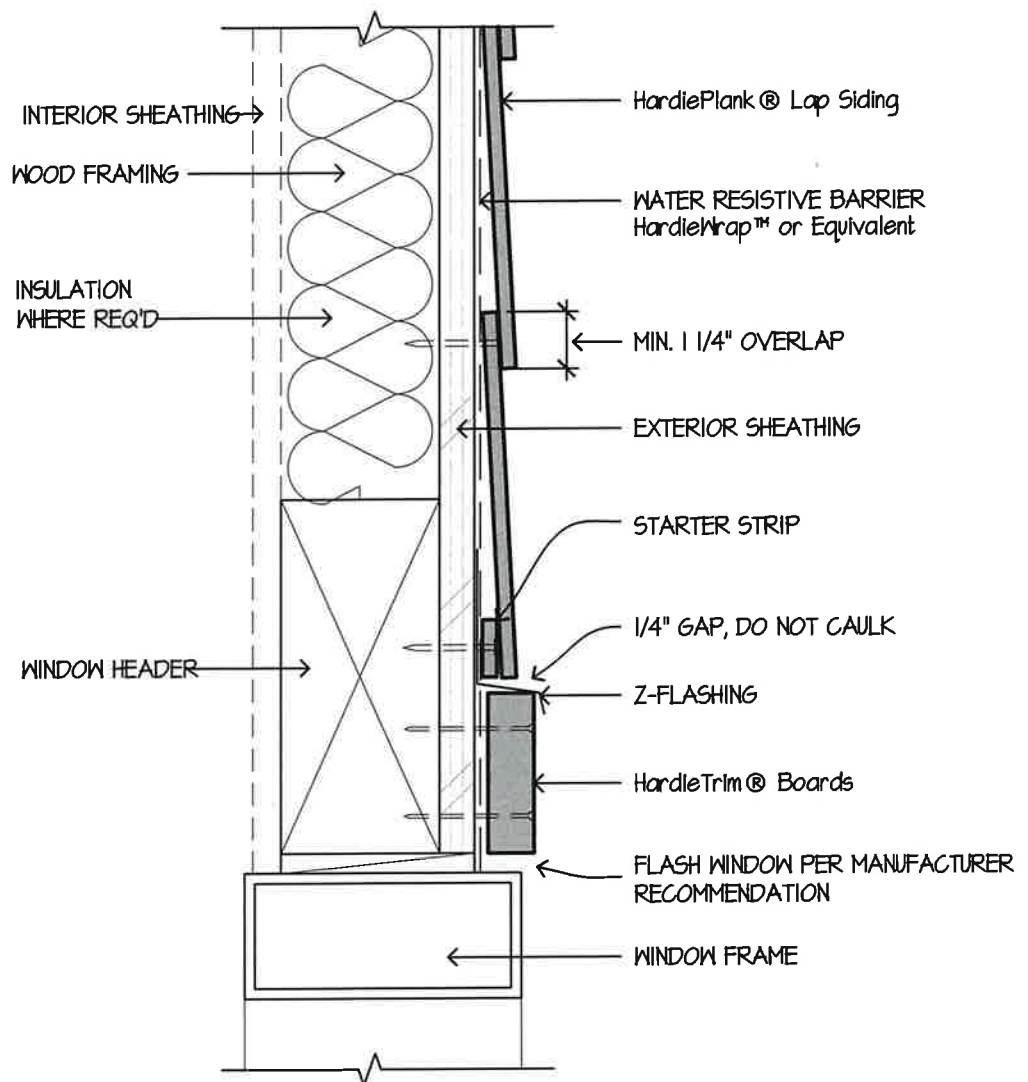
PLANK
110

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



JamesHardie



WINDOW / DOOR HEAD

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For fastener specifications and complete installation instructions refer to appropriate documentation at www.JamesHardie.com

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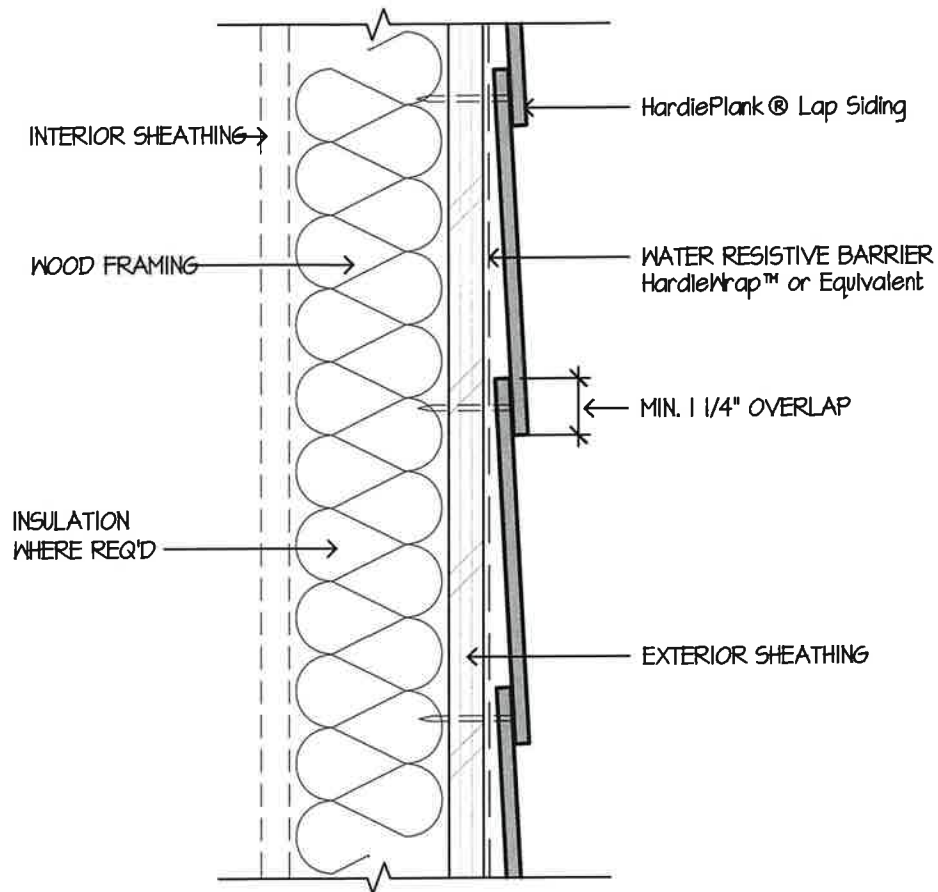
PLANK
103

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



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HORIZONTAL LAP VIEW

These drawings are published as an information guide only. These CAD drawings are intended as templates to assist the designer. They do not contain the full details required for construction and must be read in conjunction with the Installation Instructions on www.jameshardie.com. You should obtain architectural, engineering or other technical advice to assess the suitability of these drawings to the requirements of your particular project. James Hardie accepts no liability in respect to the use of

DETAIL:

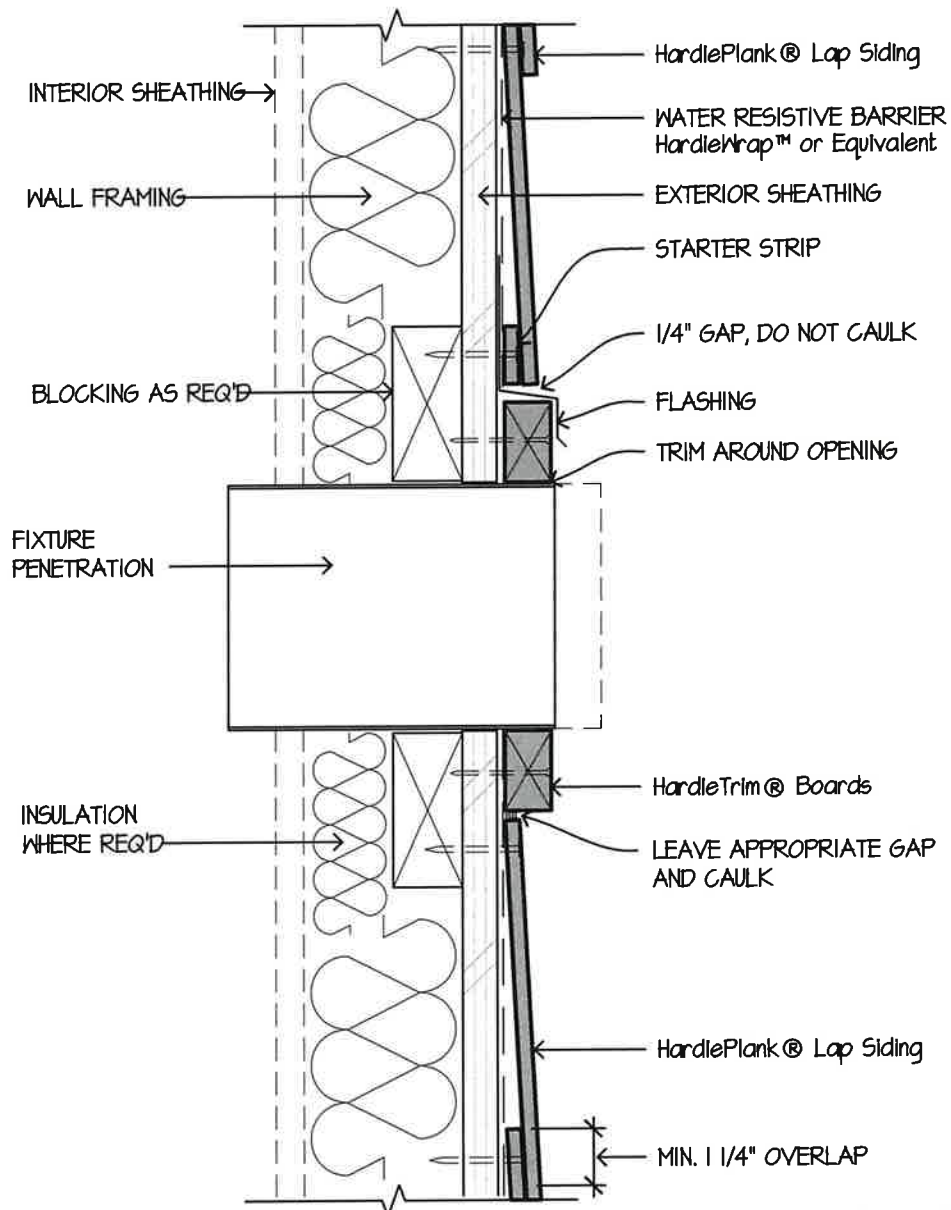
105

HardiePlank® Lap Siding Details

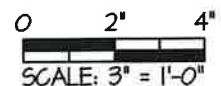
- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



JamesHardie



FIXTURE PENETRATION



These drawings are published as an information guide only. These CAD drawings are intended as templates to assist the designer. They do not contain the full details required for construction and must be read in conjunction with the installation instructions on www.jameshardie.com. You should obtain architectural, engineering or other technical advice to assess the suitability of these drawings to the requirements of your particular project. James Hardie accepts no liability in respect to the use of these drawings.

For fastener specifications and complete installation instructions refer to appropriate documentation at www.JamesHardie.com

DETAIL:

PLANK
1.07

HardiePlank® Lap Siding Details

- Wood Framing
- OSB or Plywood Sheathing
- Shown with Siding Nails Blind Fastened into Framing



JamesHardie

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. 1/31/2027)

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.
- (b) 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.
- (c) 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.
- (d) 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
- (e) 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.

(f) 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

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (1) *Minimum wages*—(i) *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; 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 particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classifications(s) 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

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5(a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5(a)(1)(iii)(C) or (D) must 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.

(iv) Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) Unfunded plans. 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, in accordance with the criteria set forth in 29 CFR 5.28, 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.

(vi) Interest. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) *Withholding*—(i) *Withholding requirements.* The [write in name of Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5 (a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (3) Records and certified payrolls—(i)

Basic record requirements—(A) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(D) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements—*(A) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the [write in name of appropriate Federal agency] if the agency is a party to the contract, but if the agency is not such a party, the

the case may be, that maintains such records, for transmission to the [write in name of agency]. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(1) That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

(2) That each laborer or mechanic (including each helper and apprentice) working 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

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

(D) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii) (C).

(E) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) *Required disclosures and access—*(A) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the [write the name of the agency] or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor or sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the [write in name of appropriate Federal agency] if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the [write in name of agency], the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) *Apprentices and equal employment opportunity—*(i) *Apprentices—*(A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has

been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) *Fringe benefits.* Apprentices must 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 determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the [write in the name of the Federal agency] may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *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.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract 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 contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, a ny worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

(vii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

(viii) Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

(b) *Contract Work Hours and Safety Standards Act (CWHSSA).* The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 CFR 5.5(b) (1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5 (b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

(3) *Withholding for unpaid wages and liquidated damages—(i) Withholding process.* The [write in the name of the Federal agency or the recipient of Federal assistance] may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a) (2)(i) or (b)(3)(i), or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907. (4) Subcontracts. The contractor or subcontractor must insert in any subcontracts the

clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;

(ix) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or

(x) Informing any other person about their rights under CWHSSA or 29 CFR part 5.

(c) *CWHSSA required records clause.* In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this

paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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 75. The form is required for construction contracts awarded by Public Housing Agencies (PHAs). The form is used by Housing Authorities in solicitations 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. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

**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

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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, except 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.

**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

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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)

Certification Regarding Debarment and Suspension

U.S. Department of Housing and Urban Development

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official		Title

"General Decision Number: FL20250055 01/03/2025

Superseded General Decision Number: FL20240055

State: Florida

Construction Type: Residential

County: Brevard County in Florida.

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. 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.
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:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. 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.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/03/2025

ENGI0673-015 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crawler Crane, Hydro Crane, Locomotive Crane,		
Tower Crane, Truck Crane....	\$ 36.00	15.10
Gantry Crane, Bridge Crane..	\$ 36.00	15.10
Oiler.....	\$ 24.50	15.10

IRON0808-003 01/01/2024

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 31.50	16.45

SUFL2009-094 06/08/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER, Includes Form Work....	\$ 13.46 **	0.54
CEMENT MASON/CONCRETE FINISHER...	\$ 12.56 **	0.00
ELECTRICIAN.....	\$ 12.66 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 12.60 **	0.00
IRONWORKER, REINFORCING.....	\$ 16.88 **	0.00
LABORER: Common or General.....	\$ 10.00 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.51 **	0.00

LABORER: Mason Tender - Cement/Concrete.....	\$ 10.46 **	0.00
LABORER: Pipelayer.....	\$ 11.79 **	0.00
LABORER: Roof Tearoff.....	\$ 9.00 **	0.00
LABORER: Landscape and Irrigation.....	\$ 9.15 **	0.00
OPERATOR: Asphalt Paver.....	\$ 12.07 **	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 17.04 **	0.00
OPERATOR: Backhoe/Excavator.....	\$ 12.56 **	0.00
OPERATOR: Bulldozer.....	\$ 12.14 **	0.00
OPERATOR: Distributor.....	\$ 11.57 **	0.00
OPERATOR: Forklift.....	\$ 17.38 **	0.00
OPERATOR: Grader/Blade.....	\$ 15.50 **	0.00
OPERATOR: Loader.....	\$ 11.70 **	0.00
OPERATOR: Roller.....	\$ 11.02 **	0.00
OPERATOR: Screed.....	\$ 11.08 **	0.00
OPERATOR: Trackhoe.....	\$ 15.68 **	0.00
OPERATOR: Tractor.....	\$ 10.20 **	0.00
PAINTER: Brush, Roller and Spray.....	\$ 13.61 **	0.00
PLUMBER.....	\$ 13.54 **	0.00
ROOFER, Includes Built Up, Modified Bitumen, and Shake & Shingle Roofs (Excludes Metal Roofs).....	\$ 13.33 **	0.00
ROOFER: Metal Roof.....	\$ 16.99 **	0.00
SHEET METAL WORKER, Excludes Metal Roof Installation.....	\$ 9.81 **	0.00

TRUCK DRIVER, Includes Dump
Truck.....\$ 10.22 ** 0.00

TRUCK DRIVER: Lowboy Truck.....\$ 12.10 ** 0.00

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"



Smoke Free Addendum

FR-5597-F-3
HUD PIH 2017-03

To protect residents from the hazards of secondhand smoke, many residential buildings are adopting Smoke-Free policies. On February 3, 2017, HUD issued PIH 2017-03 that prohibits smoking in Public Housing and related facilities.

In order to comply with the HUD directive and to ensure a healthy living environment, where everyone can live and breathe smoke-free air, the Housing Authority of Brevard County and the Melbourne Housing Authority will be adopting a Smoke-Free policy.

Smoking will not be permitted inside or within 25 feet of the apartments, buildings, or any common area on property owned and/or operated by Housing Authority. Cigarette and cigar butts must not be discarded on the grounds but handled like any other trash item.

Smoking includes any inhaling, exhaling, carrying, or possessing any lighted cigarettes, cigars, pipes, hookahs, or any other smoke delivery system. Smoking of medical marijuana and electronic cigarettes are also prohibited.

By Signing the Contractor understands:

The Smoke-Free Policy is part of the lease, and the tenant agrees to abide by the policy. The Tenant will be responsible for enforcing this Smoke-Free policy with all their visitors, guests and relatives who visit the premises. Failure to strictly comply with the attached policy will be considered a violation of the lease and may subject the tenant to adverse action up to and including eviction, and/or the imposition of a reasonable cleaning charge where a violation has been found.

Contractor: _____

Date: _____



We do Business in Accordance with the Fair Housing Laws

SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).