

Cherry Run Estates Gutters 2026

Bid Packet

- Bid Proposal Form (completion)
- Image of Property
- Scope of Work
- Acknowledgement of Requirements (Signature)
- HUD 5369 Instructions to Bidder
- HUD 5369 A Statements of Bidder (Completion, Signature)
- HUD 5370-EZ General Contract Conditions (Signature)
- Section 3 Compliance Plan (Completion, Signature)
- Equal Opportunities (Completion, Signature)
- Drug Free Workplace Policy (Signature)
- Confidentiality Policy (Signature)
- Davis Bacon Wages



Clarion County Housing and Redevelopment Authority

8 West Main Street, Clarion, PA 16214

Voice/TTY: (814) 226-8910

Fax: (814) 226-6039

Email: ccha@clarionhousing.com

Website: clarionhousing.com

2026 Cherry Run Gutters

BID PROPOSAL FORM

Proposal Submitted By: _____
(hereinafter referred to as the "Bidder")

Having carefully examined the project site and the Contract Documents, including all plans, specifications, addenda, and other bidding requirements prepared by Kelly Simpson, Project Manager, Clarion County Housing and Redevelopment Authority (CCHRA), the undersigned hereby submits the following proposal.

The Bidder certifies that:

- This bid has been prepared independently and without collusion, fraud, or any agreement with any other person, firm, or corporation submitting a bid for this project.
- The undersigned is duly authorized to submit this proposal on behalf of the Bidder.
- The Bidder has familiarized themselves with the existing site conditions, the scope of work, and all requirements necessary to complete the project.

If awarded the Contract, the Bidder agrees to:

- Execute the Contract and furnish all required bonds, certificates of insurance, and other required documents within ten (10) calendar days after receipt of the Notice of Award.
- Commence project mobilization, scheduling, procurement of materials, and all other work possible within ten (10) calendar days after receipt of the fully executed Contract or Notice to Proceed, unless otherwise directed by the Owner.
- Furnish all labor, supervision, materials, equipment, tools, transportation, permits, licenses, testing, disposal, and incidental items necessary to complete the work in accordance with the Contract Documents.
- Perform all work in a timely, substantial, and workmanlike manner to the complete satisfaction of the Owner.

The Bidder understands and agrees that this proposal shall remain valid and subject to acceptance by the Owner for a period of sixty (60) calendar days from the date bids are opened. The Bidder further agrees that all work associated with the Base Bid shall be completed within **ninety (90) calendar days** from the date of the Notice to Proceed, unless an extension is approved in writing by the Owner.

Clarion County Housing Authority prohibits discrimination in all of its activities on the basis of race, color, national origin, gender, religion, age, familial status, marital status, handicap or disability.

This institution is an equal opportunity housing provider and employer. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-6382 (TTD).





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BID SCHEDULE

1. BASE BID – GUTTER REPLACEMENT

Provide all labor, materials, equipment, supervision, permits, and incidental items necessary to complete the gutter replacement work as described in the Contract Documents.

Base Bid Amount:

\$ _____

Written Amount: _____

2. UNIT PRICES (To Be Used Only if Authorized by the Owner)

The following unit prices shall apply only when additional work is authorized in writing by the Owner.

Item	Unit Price
Replacement of damaged fascia board (per linear foot)	\$ _____
Replacement of rotted wood/framing discovered behind gutters (per linear foot)	\$ _____
Paint or stain repair to affected areas	\$ _____

Failure of Bidder to acknowledge receipt of scope/specs and addenda may be sufficient cause for rejection of their bid.

Signature _____

Title _____

Date _____

END OF DOCUMENT

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Scope of Work – Gutter Replacement/Installation **514/536 Chestnut Street Rimersburg, PA 16248**

1. General Requirements

- Contractor shall provide all labor, materials, equipment, tools, permits (if required), and supervision necessary to complete gutter installation.
- Contractor shall verify all measurements and site conditions prior to submitting bid.
- Work shall be completed in a professional manner and comply with applicable building codes and manufacturer installation requirements.
- Contractor shall protect existing siding, roofing, landscaping, walkways, and adjacent areas during work.
- Contractor shall remove and properly dispose of all construction debris.

2. Removal of Existing

- Remove existing gutters, downspouts, hangers, and associated hardware.
- Remove and dispose of existing materials off-site.
- Inspect fascia/roof edge conditions and notify owner of any damaged areas requiring repair before installation.

3. New Gutter Installation

- Gutter size: 5-inch seamless gutters
- Material: aluminum
- Color: Match to existing
- Style: K-style

Work shall include:

- Installation of continuous seamless gutters where feasible.
- Proper slope/pitch to ensure drainage toward downspouts.
- Secure fastening using heavy-duty hidden hangers or approved gutter brackets.
- Installation of end caps, miters, outlets, and sealed joints as required.
- Sealing all connections to prevent leaks.

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4. Downspouts

- Provide and install new downspouts matching gutter material/color.
- Size: same as existing (2x3)
- Install elbows and extensions as needed.
- Secure downspouts with straps/brackets.
- Direct water discharge away from foundation.
- Splash blocks, underground connections, extensions included

5. Gutter Guards

- Supply and install gutter protection system.
- Secure according to manufacturer requirements.
- Maintain roof warranty requirements if applicable.

6. Fascia/Trim Repairs

Include pricing separately for:

- Replacement of damaged fascia boards.
- Replacement of rotted wood behind gutters.
- Painting/staining repaired areas.

7. Cleanup and Final Inspection

- Contractor shall clean gutters and surrounding areas after installation.
- Remove all debris, excess materials, and packaging.
- Test system for proper drainage and leaks.
- Owner shall conduct final walkthrough prior to acceptance.
- Separate pricing for Fascia/Trim Repairs

Bids due on 8/7/2026 @ 1:59 PM, opening to follow at 2:00 PM

Kelly Simpson at kellysimpson@clarionhousing.com

814-226-8910 ext.110

90 days completion date after contract signing

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Acknowledgement of Requirements Cherry Run Gutters

The undersigned Contractor acknowledges and agrees to the following requirements, which shall govern the execution of any contract awarded:

1. Insurance Requirements

- Contractor shall maintain liability insurance
 - Insurance coverage shall be maintained with a company acceptable to the Owners.
 - Upon execution of the Agreement, Contractor shall provide the Owners with a certificate of insurance evidencing such coverage. The certificate must state that the insurer will provide the Owners with thirty (30) days' prior written notice of any change, cancellation, or non-renewal.
-

2. Indemnification

- Contractor shall indemnify, defend, and hold harmless the Owners, their officers, directors, volunteers, agents, and employees ("Indemnified Parties") from any and all liability, losses, damages, costs, attorney's fees, claims, or judgments arising out of or connected with the performance of work under this Agreement.
 - This indemnity includes, but is not limited to, claims involving bodily injury, property damage, or other harm caused by the Contractor, its employees, agents, or subcontractors—regardless of whether such claims involve active, passive, sole, concurring, or contributory negligence of the Indemnified Parties.
 - Contractor shall also indemnify the Indemnified Parties from claims for injury to or death of Contractor's employees, and from any claims or obligations arising under Worker's Compensation laws or related insurance coverages.
-

3. Scope of Work and Specifications

- Contractor affirms that it has reviewed the project scope, examined the site, and is familiar with existing conditions.
 - Contractor represents and warrants that it is familiar with, and will comply with, all applicable laws, regulations, and requirements of federal, state, and local agencies.
-

4. Compliance Requirements

- Contractor shall comply with all applicable federal, state, and local laws, ordinances, building codes.
- Contractor affirms that it holds all required licenses and qualifications necessary to perform the work.

- If subcontractors are used, Contractor shall ensure that each subcontractor complies with all insurance and indemnification requirements. Subcontractor information shall be submitted to the Housing Authority prior to commencement of work.

Acknowledgement

By signing below, the undersigned affirms that they have read, understood, and agree to the terms outlined above, and acknowledge that all bid proposals are subject to the pending court award of conservatorship.

Contractor/Company Name: _____

Signature: _____

Title: _____

Date: _____

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**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 and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

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

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

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

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

6. Bid Opening

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

7. Service of Protest

(a) Definitions. As used in this provision:

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

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

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

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

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

8. Contract Award

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

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

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

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

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

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

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

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

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

10. Assurance of Completion

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

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

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

[] (3) a 20 percent cash escrow;

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

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

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

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

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

11. Preconstruction Conference (applicable to construction contracts)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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)

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 finishing 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 classification(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 reprocurement 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/WHDL/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 contract 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, any 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.

Signature

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.

SECTION 3 COMPLIANCE PLAN HIRING FORM:

Section 3 requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD funds be directed to low-income residents, particularly those who are recipients of government assistance for housing, and to business concerns which provided economic opportunities to low-income persons.

We provide the following Section 3 Compliances Plan to outline how we will meet the requirements of Section 3.

Part I: Current Status as a Section 3 Business Concern (select one)

- ☐ We are a Section 3 business concern and are submitting the proper certification with our submission.
- ☐ We are not a Section 3 business concern.

Part II: Subcontracting (select one)

- ☐ We commit to subcontracting at least 25% of all labor hours must be performed by a Section 3 worker, or 5% of all labor hours must be performed by Targeted Section 3 workers.
- ☐ We do not intend to subcontract to qualifying Section 3 business concerns.

Part III: Hiring (select one)

- ☐ We anticipate needing to hire new employees to complete this project where Section 3 workers perform over 75% of the labor over a 3-month period.
- ☐ We do not anticipate needing any new hires to complete this project.

The undersigned company official does swear or affirm that the information on this form is true and correct to the best of their knowledge and there is no willful intent to mislead or commit fraud.

Signature _____ Date _____

Company _____



Clarion County Housing Authority prohibits discrimination in all of its activities on the basis of race, color, national origin, gender, religion, age, familial status, marital status, handicap or disability. This institution is an equal opportunity housing provider and employer.



8 West Main Street, Clarion, PA 16214
Email address: ccha@clarionhousing.com

(Voice/TTY) 814-226-8910
(Fax) 814-226-6039

EQUAL OPPORTUNITY ADDENDUM
To Be Inserted in Construction Contracts and
Subcontracts, and Materials Contracts and Purchase Orders

PART I

The Contractor represents that:

It has ☐ does not have ☐ 100 or more employees, and if it has, that

It has ☐ has not ☐ furnished the Equal Employment Opportunity -- Employers Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The Contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if -it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

PART II

CERTIFICATION OF NONSEGREGATED FACILITIES

The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its -establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest-rooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which 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. The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certifications in its files.

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

PART III

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965- and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with- the nondiscrimination clauses of this contract or with any of the said rules regulations or orders, this contract may be canceled, terminated or suspended in whole- or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11,246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such. provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The term "Contractor" shall also mean "Bidder" or " Seller" in case of materials and equipment contracts and purchase orders. and "Subcontractor" in the case of subcontracts.

The provisions of this addendum are not applicable to any. contract or subcontract not exceeding \$10,000.

This addendum supersedes the similar representations and provisions which may be contained in the contract form to which this addendum is attached. The Contractor may disregard the superseded representations and provisions.

CONTRACTOR

By _____

TITLE

DATE

Clarion County Housing Authority

Drug Free Workplace Policy

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DRUG FREE WORKPLACE POLICY

PURPOSE

Clarion County Housing Authority (the "Authority") values its employees, its customers, and its business reputation. It is committed to protecting the safety, health, and well-being of its employees, as well as those who enter on its property or use its services. This commitment also extends to preventing anyone or their actions from undermining the public's confidence in our company and its reputation. Because drug and alcohol abuse pose a direct and significant threat to this goal, the Authority is committed to creating and maintaining a workplace free from the effects of alcohol and substance abuse. This Policy is adopted and enforced in order to achieve that commitment.

Additionally, recognizing other adverse legal, economic, and social consequences of substance abuse, this Policy is adopted and enforced in order to:

- a. maintain consumer confidence;
- b. protect company property, equipment, and operations;
- c. maintain high employee morale;
- d. comply with applicable state and federal laws; and
- f. deter illicit drug and alcohol use.

Based on its independent authority as an employer, this Policy shall apply to all employees.

COMPLIANCE WITH AND MODIFICATION OF POLICY

Compliance a condition of employment – The Authority requires that all employees, including full-time, part-time or temporary employees, at all levels within the organization, comply with this Drug Free Workplace Policy as a condition of employment.

Employment relationship unchanged – The Policy does not create an expressed or implied contract. This Policy does not affect an employee's status as an "employee at-will", which, under Pennsylvania law, simply means that an employee may resign his or her employment or be fired at any time for any or no reason whatsoever.

Policy Modification – This Policy supersedes any other Authority Policy or practice on the subject of drug and alcohol use, abuse and testing. At any time, the Authority may, unilaterally, amend, supplement, modify, or change any part of this Policy without notice to its employees; including changes necessary to comply with federal, state or local laws.

Drug Free Workplace Program Representative – If you have any questions regarding this Policy, please direct them to the Executive Director, who is the Drug Free Workplace Program Representative. This Policy became effective **July 1, 2009**.

APPLICABILITY

A. Employees – This Policy shall apply to all employees, full-time, part-time, and temporary, at all levels within the organization (hereinafter referred to as “employees”). This Policy’s provisions relating to the Employee Assistance Program shall not apply to temporary employees, unless they work in safety-sensitive positions.

B. Contractors, Subcontractors and Consultants – Contractors, subcontractors and consultants are not required to submit to drug and/or alcohol testing except when their personnel participate in safety-sensitive functions. However, all such contractors, subcontractors, and consultants are required to comply with the Policy’s prohibited conduct section. Contracts and agreements with contractors, subcontractors, and consultants may be terminated by the Authority for violation of this Policy.

C. When applicable – This Policy governs employee conduct: (Revised 12/6/10)

- (1) while on work premises (whether on or off duty);
- (2) while on-duty (regardless of location);
- (3) during lunch and other breaks (whether paid or unpaid);
- (4) while representing the Authority in any capacity (whether paid or unpaid) while off-duty; or
- (5) while driving an Authority-owned vehicle.

D. Substances – This Policy governs employee conduct with regard to illegal drugs, prescription drugs, over-the-counter drugs, and alcohol. (Revised 12/6/10)

PROHIBITED CONDUCT

Illegal Drugs – An employee shall not sell, manufacture, distribute, dispense, use, possess, purchase, obtain, be under the influence of, or test positive for the illegal use of drugs while on work premises, while on-duty, during lunch or other breaks, while representing the Authority or while operating an Authority-owned vehicle.

Prescription Drugs – An employee shall not illegally sell, manufacture, distribute, dispense, use, possess, purchase, or obtain prescription drugs at any time; or be under the influence of, or test positive for, prescription drugs illegally obtained or used while on work premises, while on-duty, during lunch or other breaks, while representing the Authority or while operating an Authority-owned vehicle.

In addition, while on duty, while on work premises, during lunch or other breaks, while representing the Authority or while operating an Authority-owned vehicle, an employee shall not be under the influence of legally obtained and used prescription drugs that affect the individual’s functioning in such a way as to jeopardize the safety of the individual or others; or to substantially impair job performance. It shall be a violation of this Policy for an employee to fail to report, as required below in Section 5, prescription drug use that is likely to affect the individual’s function in such a way as to jeopardize the safety of the individual or others, or to substantially impair job performance.

Over-the-Counter Drugs – While on-duty, on work premises, during lunch or other breaks, while representing the Authority, or while operating an Authority-owned vehicle, an employee shall not be under the influence of, or test positive for, mood-altering over-the-counter drugs used contrary to the product's labeling (i.e. misuse of over-the-counter drugs).

In addition, while on-duty, while on work premises, during lunch or other breaks, while representing the Authority, or while operating an Authority-owned vehicle, an employee shall not be under the influence of, or test positive for, properly-used over-the-counter drugs that affect the individual's functioning or behavior in such a way as to jeopardize the safety of the employee, co-workers, customers, or others; or that substantially impair job performance. It shall be a violation of this Policy for an employee to fail to report, as required below in Section "Duty to Report, item B., over-the-counter drug use that is likely to affect the individual's functioning in such a way as to jeopardize the safety of the individual or others; or to substantially impair job performance. (Revised 12/6/10)

Alcohol – An employee shall not illegally possess, use, distribute or attempt to distribute, manufacture, dispense, or be involved in illegal alcohol-related conduct; including, but not limited to: driving under the influence and under-age drinking violations, while on work premises, while on-duty, during lunch or other breaks, while representing the Authority, or while operating an Authority-owned vehicle.

While on-duty, on work premises, during lunch or other breaks, while representing the Authority, or while operating an Authority-owned vehicle, an employee shall not possess open containers, use, consume, distribute, attempt to distribute, manufacture, dispense, test positive for, or be under the influence of alcohol.

The following conduct is prohibited for all employees;

- (1) no employee shall report for duty-while having an alcohol concentration of 0.04 or greater or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater;
- (2) being on duty or operating a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment;
- (3) performing safety-sensitive functions within four (4) hours after using alcohol; or
- (4) consuming alcohol within eight (8) hours following an accident or before a post-accident alcohol test is performed (whichever is sooner), if the accident would require a post-accident alcohol test as specified in this Policy. In no way is this test requirement intended to delay necessary medical treatment for injured people following an accident, to prohibit an employee from leaving the scene of an accident to obtain medical assistance for themselves or others.

DUTY TO REPORT

- A. Arrests and Convictions – Any employee who is arrested for a drug or alcohol law violation occurring on duty or off duty must notify the Authority's Executive Director, in writing, no later than five (5) calendar days after the arrest. In addition, the employee shall notify the Executive Director of any conviction for any drug or alcohol law violation occurring on duty or off duty no later than five (5) calendar days after the conviction. The Authority will review the facts giving rise to the arrest and/or conviction and any other pertinent information to determine whether this Policy has been violated. Neither charges pending nor a not guilty finding shall preclude the Authority from making an independent judgment of whether there is substantial evidence that this Policy has been violated. (Revised 12/6/10)
- B. Use of Prescription and Over-the-Counter Drugs – Whenever an employee is using legally prescribed drugs or is directed by a physician to use over-the-counter drugs, it is the employee's responsibility to ask the physician whether the drug or medicine, if taken as prescribed or directed, is likely to affect the employee's work performance in such a way that it would jeopardize safety, or substantially reduce the employee's effectiveness.

Legally using an over-the-counter drug whose labeling indicates that its use is likely to affect the employee's work performance in such a way that it would jeopardize safety, or substantially reduce the employee's effectiveness, the employee is obligated to report that fact to their immediate Leader. When reporting is required, an employee is not required or asked to report his or her medical condition or the drugs used; the employee should merely report that he or she is using medication that is likely to affect work performance in such a way that it would jeopardize safety, or substantially reduce effectiveness. The Authority will then determine whether the employee may continue to work during the course of treatment. If not, the Authority's sick leave policy will apply. Additionally, if the Authority learns, through any means including an employee's job performance, that an employee is using prescription or over-the-counter drugs that have the potential to affect performance in such a way that would jeopardize safety or substantially reduce the employee's effectiveness, even if a physician has advised the employee that it will not, the Authority may seek a second opinion from a physician and/or pharmacist of its choice. If the second opinion indicates such an affect on performance, the Authority may rely on the second opinion rather than that of the employee's prescribing physician. All prescribed medications and over-the-counter medications must be stored in their original containers.

- C. The Executive Director of the Clarion County Housing Authority is responsible to notify HUD and any other federal agency's program whom the convicted employee was working, in writing, within 10 calendar days after receiving notice from an employee of a drug abuse conviction or otherwise receiving actual notice of a drug abuse conviction. The notification must be provided in writing to HUD's Office of Departmental Grants Management and Oversight, Department of Housing and Urban Development, 451 7th Street, SW, Room 3156, Washington DC 20410-3000, along with the following information: (Revised 12/6/10)

- (a) The program title and award number for each HUD award covered;
 - (b) The HUD staff contact name, telephone and fax numbers;
 - (c) A grantee contact name, telephone and fax numbers; and
 - (d) The convicted employee's position and title.
- D. Identity to the agency making the award all known work places under the award. The workplace identification will include the actual address of buildings or other sites where work under the award will take place. The agency will be informed of any workplace changes during the performance of the award. The identification of the workplaces will occur either: (Revised 12/6/10)
- (a) At the time of application or upon award; or
 - (b) In documents that are kept on file during performance of an award, in which case the information will be available for inspection upon request by the agency.

DRUG AND ALCOHOL TESTING

- A. Testing a condition of employment – Any employee may be tested for drugs and alcohol. In order to carry out such testing an employee may be asked to submit to a medical examination and/or to submit saliva, urine, blood or breath sample for unannounced testing for drugs or alcohol. Employee acceptance of medical examinations and testing when requested is a mandatory condition of employment.
- B. Testing circumstances – The Authority may conduct tests for alcohol and/or drug use in the following circumstances:

- (1) Pre-Employment – The Authority shall require all applicants for all positions in the Authority to whom offers of employment are made to submit to a drug test. Pre-employment tests will be administered only after an offer of employment has been extended.

Any applicant who is given a conditional offer of employment must receive a negative result on the pre-employment drug test. An applicant whose drug test result is positive will not be considered for employment with the Authority and the conditional offer of employment shall be withdrawn.

- (2) Reasonable Suspicion – The Authority will require all employees to submit to alcohol and/or drug testing when the Authority has "reasonable suspicion" to believe that the employee has violated the prohibitions of this Policy.

The required observations for alcohol and/or drug use shall be made by supervisor or Authority official who is trained on the effects of alcohol and drug misuse. Employees subject to alcohol and/or drug testing based upon a

reasonable suspicion that this Policy has been violated will not return to work until notified by the Executive Director. Furthermore, employees testing negative after a post-accident test will receive back pay for any lost time due to testing.

Reasonable suspicion is based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, body odors, or symptoms of chronic withdrawal of the employee. Some indications that an employee has used, possessed, sold, manufactured, distributed, purchased, obtained, or been under the influence of drugs or alcohol in violation of this Policy, include but are not limited to:

- a. exhibiting physical signs and symptoms of substance abuse;
 - b. being subjected to a police investigation, arrest or
 - c. conviction, related to drug or alcohol use, possession or distribution;
 - d. tampering with or attempted to tamper with a drug or alcohol test;
 - e. having an adequately documented pattern of unsatisfactory work performance, for which no apparent non-drug or non-alcohol impairment related reason exists, including medication errors;
 - f. having a significant change in personality that appears to be drug or alcohol related;
 - g. engaging in fighting and assaults, or erratic, aggressive or violent behavior;
 - h. being involved in a flagrant violation of established safety, security, or other operating procedures; or
 - i. being involved in other circumstances from which management may reasonably infer the illegal use of drugs or unauthorized use of alcohol.
- (3) Post-Accident – The Authority will require any employee involved in a job-related accident or incident that includes the apparent violation of a safety rule or standard, which did or could have resulted in death, serious physical injury or property damage, to submit to post-accident alcohol and drug testing.
- (4) This determination shall be based on the best information available at the time of the accident. Employees subject to alcohol and drug post-accident testing will not return to work until notified by the Executive Director. Furthermore, employees testing negative after a post-accident alcohol and drug test will receive back pay for any lost time due to testing.

Any employee who is subject to post-accident testing and fails to be tested will be classified as having refused to submit to testing. If problems are experienced in submitting to testing, immediately contact the Executive Director for instructions. An employee who is seriously injured and cannot be tested at the time of the accident must provide the necessary authorization for

the Authority to obtain hospital reports and other pertinent documents that might indicate whether there was alcohol or drugs in his or her system.

In no way is this post-accident test requirement intended to delay necessary medical treatment for injured people following an accident or to prohibit an employee from leaving the scene of an accident to obtain medical assistance for themselves or others.

Drug tests must be administered no later than thirty-two (32) hours after an accident or incident. Because certain drugs or drug metabolites do not remain in the body for a long period of time, it is important to conduct the test as soon as possible. An alcohol test which is required, due to an accident or incident, should be conducted within two (2) hours following the event. If not performed within two (2) hours, the Authority shall prepare a record stating the reason for the delay. If an alcohol test is not conducted within eight (8) hours of the event, the Authority shall make no further attempt to perform the test and shall prepare a record detailing the reasons for the delay.

- (5) Return to Duty – All employees shall submit to and receive a negative result from a drug and alcohol test prior to returning to duty after engaging in conduct prohibited by this Policy.

In addition, the Authority shall require an employee who has violated this Policy, or may require an employee who has taken a leave of absence for treatment of a substance abuse disorder, to do the following before being permitted to return to duty:

- a. submit to a return to duty drug and alcohol test;
- b. receive a confirmed negative result for the return to duty drug and alcohol test;
- c. undergo an evaluation by the Authority's EAP and if deemed necessary by the EAP, undergo an evaluation by a substance abuse professional;
- d. actively participate in any and all treatment plans recommended by the treatment professional(s);
- e. agree to comply with and sign a written return to work agreement; and
- f. agree to random unannounced drug and alcohol testing for 60 months after completion of treatment plan. Any employee so tested will not be permitted to return to duty unless the test result is a verified negative for the presence of drugs and an alcohol test result indicating an alcohol concentration of 0%. In addition, an employee must agree to the terms and conditions set forth in a written return-to-work agreement.

- (6) Follow-up – Any employee who has violated this Policy and who desires to return to employment must submit to unannounced follow-up drug and alcohol testing, provided that prior to returning to work, the employee has undergone an evaluation by a treatment professional and is actively participating in the recommended treatment of the treatment professional.

Employees shall be referred to the Authority's Employee Assistance Program (EAP) for referral to a Certified Addiction Counselor or Masters Level Therapist. The Authority does not guarantee or promise a position to any employee should he or she undergo an evaluation and/or treatment.

Any employee who is required to engage in and/or complete treatment as a condition of continued employment will be subject to periodic unannounced drug and/or alcohol testing while engaged in treatment or rehabilitation (if the employee is working during the treatment or rehabilitation) and for up to sixty (60) months after completing such treatment or rehabilitation. It is expected that this post-treatment follow-up testing will be done with much greater frequency during, and in the first year after, treatment and rehabilitation, with progressively decreasing frequency thereafter.

For those employees who voluntarily enter treatment and/or rehabilitation, the Authority will be as supportive of their recovery as possible without negatively impacting business operations. The Authority welcomes the opportunity to participate in any treatment and continuing care plan to the extent deemed advisable by the treatment professionals and permitted by business concerns. In particular, the Authority will work with the treatment professionals to structure a post treatment follow-up testing program instituted with the consent of the employee.

C. Testing procedures for drugs – Testing for illegal use of drugs will be conducted through urine specimens collected on-site or at an off-site collection site utilizing Department of Transportation (DOT) and Department of Health and Human Services (DHHS) guidelines. In special circumstances, including, but not limited to, accidents, blood testing for the illegal use of drugs may be done instead of, or in addition to, urine testing. The collection site will take the necessary steps to assure that the specimen is not adulterated or tampered with and that a strict chain-of-custody is maintained. The specimen will then be transported to a DHHS certified laboratory for testing and analysis. The specimens of all employees shall be subject to a five panel drug test which shall include the following substances:

- Cannabinoids (THC-marijuana)
- Amphetamines (Methamphetamines)
- Phencyclidine (PCP)
- Opiates (Heroin, Morphine)
- Cocaine (Coke, Flake, Snow, Crack)

An employee suspected of being under the influence or testing positive for drugs will either be driven home by an Authority representative or an alternative means of transportation will be provided. An employee suspected of being under the influence should not be allowed to drive while the suspension persists. All urine samples will undergo an initial test using the Immunoassay Technique controlled substance screening procedures. If the specimen tests positive for any one of the drugs listed above, then the sample

undergoes a confirmation test with Gas Chromatography/Mass Spectrometry (GC/MS).

D. Testing procedures for alcohol – Testing for alcohol for all employees will be conducted through collection of a breath specimen and shall be collected on-site, at the scene of an accident, or at an approved off-site collection facility. In special circumstances, including, but not limited to, accidents, blood testing for alcohol may be done instead of, or in addition to, breath testing.

An initial screening test will be performed. If the blood alcohol concentration is less than 0.02, the test is considered negative. If the screening test results show an alcohol concentration level of .02 or greater, a confirmation test will be conducted. The confirmation test will be a breath test conducted on an Evidentiary Breath Testing (EBT) device approved for use in the DOT's Drug and Alcohol Misuse Prevention Program. If the confirmation test reads 0.02 or greater, the test results shall be considered positive and the employee will be subject to disciplinary action as specified in this Policy.

An employee testing positive for alcohol will either be driven home by an Authority representative or an alternative means of transportation will be provided.

E. Review of test results by Medical Review Officer - All drug and alcohol test results will be reviewed and interpreted by a Medical Review Officer (MRO) before the test results are reported to the Authority. A MRO is a licensed physician with knowledge of drug and alcohol abuse disorders. The MRO is not an employee of the laboratory. The MRO will review all negative and positive drug and alcohol test results. The review of a negative test is an administrative process to ensure that the chain-of-custody procedures were intact. The MRO review of a positive test result is not only to ensure the chain-of-custody procedures but also is to examine alternate medical explanations for the positive test result.

The MRO review of a positive test result may include conducting a medical interview (typically conducted over the phone with the employee) and review of the tested employee's medical history, or review of any other relevant biomedical factors. The MRO will review all medical records made available by the tested employee when a confirmed positive could have resulted from legally prescribed medication or physician-directed over-the-counter drug use.

Prior to making a final decision to verify a positive test result, the MRO will give the tested employee an opportunity to discuss the test result with him or her. The MRO will contact the tested employee directly, on a confidential basis, to determine whether the employee wishes to discuss the test result.

If after making all reasonable efforts and documenting them, the MRO is unable to reach the tested employee directly, the MRO shall contact the Authority's Executive Director, who will direct the tested employee to contact the MRO as soon as possible. In such circumstances, the Authority's

Executive Director will, to the maximum extent possible, ensure that the requirement that the tested employee contact the MRO is held in confidence.

If the tested employee does not contact the MRO within five (5) days after being instructed to do so, the MRO will verify the test as being positive. Should the employee subsequently present satisfactory documentation that serious illness, injury, or other unavoidable circumstances prevented the employee from contacting the MRO within the five (5) days and presents legitimate explanations for the failure of the drug test, the MRO may review the test result with the employee.

If the employee refuses to talk with the MRO regarding the positive drug test result, the MRO shall validate the failure and record the drug test as an unconfirmed positive. Upon completing the review: (1) if the MRO determines that there is no alternate medical explanation for the positive test result, the MRO will report to the Authority's Executive Director that the test result is positive; (2) if the MRO determines that a legitimate medical explanation exists for the test results, the MRO will report to the Authority's Executive Director that the test result is negative.

F. Employee verification of positive test – For urine drug testing, at the time the specimen is obtained, it will be split into two samples. One portion of the specimen will be preserved for up to sixty (60) days after the employee is told the test results. If the portion originally analyzed (the primary sample) is positive, the employee shall have the right to specify a laboratory certified by the U.S. Department of Health and Human Services or licensed by the Pennsylvania Department of Health to which the preserved portion will be sent for an independent analysis. The employee will be advised of this right and the employee must exercise this right within forty-eight (48) hours of receiving notification by submitting the request to retest to the Executive Director. The verification test costs shall be the responsibility of the employee, if the verification test result is positive. If the verification test result is negative, the cost of the test shall be the responsibility of the Authority. The verification test results shall be controlling.

G. Refusal to test and test tampering – Any employee who refuses to submit to testing, tampers or attempts to tamper with the testing, including but not limited to, the giving of the specimen, the chain of custody, or the testing procedure, will be subject to termination of employment. An applicant who refuses to submit to a drug test in the time frame designated by the Authority will be considered as withdrawing his/her application for employment.

H. Inability to provide specimen –

(1) Urine – In a situation where an employee or applicant is unable to provide a sufficient urine sample, the person administering the test at the collection site will instruct the employee or applicant to drink up to forty (40) ounces of fluid, distributed reasonably through a period of up to three (3) hours or until the employee or applicant has provided a new urine specimen, whichever occurs first.

(a) Refusal to drink or provide a second sample – If the employee or applicant refuses to drink fluids as directed or to provide a new urine specimen, the collection site person will terminate the collection and notify the Authority that the employee or applicant has refused to submit to testing. The Authority shall consider this situation to be a refusal to test under this Policy.

(b) Insufficient quantity – If, after following the directions of the collection site person as described above, the employee or applicant still cannot provide a sufficient urine specimen within three (3) hours of the first unsuccessful attempt to provide the specimen, the collection site person shall discontinue the collection and notify the Authority.

(i) Employees – If the person being tested is an employee, the Authority will then direct the employee to obtain as soon as possible after the attempted provision of urine, an evaluation from a licensed physician, who is acceptable to the Authority, to determine whether the employee's ability to provide an adequate amount of urine is a result of a "medical condition". To be a result of a medical condition there must be an ascertainable physiological condition (e.g., a urinary system dysfunction) or a documented pre-existing psychological disorder. Unsupported assertions of "situational anxiety" or dehydration will not constitute a "medical condition". The physician will provide to the MRO a brief written statement setting forth his or her conclusion and the basis for it, which will not include detailed information on the medical condition of the employee.

Upon receipt of this statement, the MRO will report his or her conclusions to the Authority in writing. If the physician determines, in his or her reasonable medical judgment, that a medical condition has or, with a high degree of probability, could have precluded the employee from providing an adequate amount of urine, the employee's failure to provide an adequate amount of urine shall not be deemed a refusal to test. If the physician cannot so determine, the employee's failure to provide an adequate amount of urine shall be regarded by the Authority as a refusal to take a test and the provisions regarding refusal to test shall be applied.

(ii) Applicants – If the person being tested is an applicant, in the sole discretion of the Authority, the Authority may proceed as described above for an employee or may treat the inability to provide a sufficient quantity as a refusal to test resulting in the consequences specified in this Policy.

(2) Breath – If an employee or applicant is unable to provide a breath sample for an alcohol test, the employee or applicant shall submit to an immediate blood alcohol test. If the employee/applicant refuses to submit to the blood alcohol test, then the Authority shall consider it a refusal to test and the provisions regarding a refusal to test shall be applied.

DISCIPLINE FOR POLICY VIOLATIONS

One of the following actions will be taken against an employee within 30 calendar days of receiving notice of any drug abuse conviction: (Revised 12/6/10)

- A. Institution of a personnel action against the employee, up to and including termination consistent with requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794) as amended; or
- B. Imposition of a requirement

Discipline for violations of this Policy is generally governed by the Discipline Policy. Violations of this Policy may result in discipline up to and including termination. The process of discipline for violations of this Policy is as follows:

- A. Automatic suspension without pay.
- B. The employee will be referred to the Authority's EAP for evaluation. If deemed necessary by the EAP, the employee will also be referred to a substance abuse professional for evaluation. This service will be contracted out as required by Department of Transportation regulations.
- C. If discipline less than termination is administered, prior to returning to work, the employee must:
 - 1. take a drug and alcohol test and receive a confirmed negative result for both;
 - 2. actively participate in any and all treatment plans recommended by the treatment professional(s);
 - 3. reach a "return to work" agreement between the employee, the EAP, and the Executive Director; and comply with the "return to work" agreement.

An employee testing positive for substance abuse shall be referred to the Employee Assistance program. If the employee's case is determined by the treatment professional to be appropriate for rehabilitation, he or she shall be entitled to use any accumulated leave and shall be granted any unpaid leave to the extent required by the Family and Medical Leave Act that might be necessary in order that he or she can obtain such treatment or rehabilitation. Additional leave may be made available at the discretion of the Authority. If the evaluation determines that the employee does not need treatment or rehabilitation, the employee may be required to successfully complete a drug education awareness program coordinated through the EAP. The employee's refusal to undergo the assessment, evaluation, drug education awareness program, treatment, or rehabilitation or to complete the same will be cause for immediate termination. The Authority may also refer an employee to the employee assistance program for a violation of this Policy or when it deems appropriate.

EMPLOYEE ASSISTANCE PROGRAM – The Authority has provided for an Employee Assistance Program (EAP). It is available to any employee and his or her family to assist with any personal problems, including, but not limited to, substance abuse problems. Any employee with a substance abuse problem is strongly encouraged to seek help voluntarily.

Periodically, the Drug Free Workplace Program Representative will discuss dangers of drug abuse in the workplace; discuss the Housing Authority's policy of maintaining a drug-free workplace and available drug counseling, rehabilitation, or the employee assistance program in addition to updating employees on the penalties that may be imposed upon employees for drug abuse violation occurring in the workplace. (Revised 12/6/10)

Leaders will be trained to recognize employees with job performance problems and will refer those employees to the EAP. Any employee who is referred to the EAP for work performance problems and refuses to participate in the EAP and to follow through with its recommendation, or to complete successfully the EAP recommended course of action shall be subject to discipline up to and including termination.

REFERRAL TO LAW ENFORCEMENT – In addition to imposing discipline, the Authority may refer to the appropriate law enforcement agency information regarding a violation of this Policy when it deems appropriate.

CONFIDENTIALITY OF DRUG TEST RESULTS – All drug and alcohol test results will be reported to the Executive Director. All records regarding whether and when a drug test was conducted and the results are confidential. They shall be maintained in secured files under the control of the Executive Director. The test results will not be included in personnel files. Results will only be disclosed:

- (a) on a need to know basis, including, but not limited to the MRO and the Executive Director;
- (b) with an individual's written authorization;
- (c) to the decision maker in a legal action initiated by or on behalf of the employee or placed at issue by the employee in any legal, administrative or other proceeding; or
- (d) as otherwise required by federal, state or local law.

An employee shall have the right to see the results of his or her own drug test(s). Non-specific statistical data related to drug testing and rehabilitation and training records may be released to any governmental agency upon request.

SEARCHES – When the Authority has any reason to believe that an employee is violating any aspect of this Policy, the employee's work areas, including vehicle, locker, desk, equipment, lunch box or other work-related areas will be immediately searched. In addition, the employee may be asked to empty his or her pockets, or purse in the presence of the immediate supervisor or designated individual. Searches are subject to the Authority's Privacy Expectation Policy. Should any employee refuse to cooperate in a search, the proper authorities will be contacted. In addition, the employee will be subject to additional discipline for insubordination.

Drug Free Workplace Statement

I, _____, have received and read the Clarion County Housing Authority's Drug Free Workplace Policy.

It is unlawful to manufacture, distribute, dispense, possess, or use a controlled substance in the workplace and such activities are prohibited.
(Revised 12/6/10)

I am aware that violation of the Policy will result in disciplinary action which includes but is not limited to a warning, suspension, termination and/or contract dissolution.

I am also aware that as a condition of employment under any federal award the Clarion County Housing Authority may be granted that I am required to abide by the terms of the statement and must agree to notify the Executive Director, Drug Free Workplace Program Representative, in writing, if I am convicted for a violation of a criminal drug statute occurring in the workplace and/or receive a DUI (driving under the influence) no later than 5 calendar days after such conviction. (Revised 12/6/10)

Signature

Date

Clarion County Housing Authority

Confidentiality Policy

Board Approved March 26, 2007
Resolution # 2007-07

Clarion County Housing Authority

Confidentiality Policy

The Clarion County Housing Authority, (CCHA), adheres to the principles of confidentiality and informed consent in the handling of material of the personal nature maintained in Authority record concerning clients and personnel. While all client's and personnel records and other files and documents maintained by the Authority are the property of CCHA, clients of CCHA programs and personnel have the right to expect that only authorized persons shall be allowed access to these records. This document is specifically designed to clearly state the confidentiality policies and procedures related to services provided by the Authority. It is a guide to all those associated with the Authority as they participate in protecting each individual's privacy.

All persons and groups associated with CCHA are expected to adhere to the principles of confidentiality in fulfilling their responsibilities to the Authority and to maintain this confidentiality even when they are no longer associated with the Authority. The following persons and groups, due to their defined relationships with the Authority, shall be expected to adhere to confidentiality policies and procedures as set forth in this policy and sign a Confidentiality Statement.

1. Board of Directors;
2. Authority employees (full-time, part-time, temporary);
3. Authority legal counsel;
4. Consultants;
5. Any contracted company with which the Authority officially contracts to do maintenance, construction, etc. at the properties owned by the Authority;
6. Any agency with which the Authority officially contracts to exchange data and/or contracts to provide services to applicants/residents/participants; and
7. Informal or Formal Hearing Officer(s)

Confidential information should be shared at a place and time that will protect the information from being overheard by other persons. Confidential written information should not be left in a place that would be accessible to others. Confidential information obtained as a result of employment with CCHA is not to be used by an employee for the purpose of furthering any private interest, or as a means of making personal gains. Use or disclosure of such information can result in civil or criminal penalties, both for the individual involved and for CCHA. If an individual attempts to relate confidential information about a client to an individual who does not have a "need to know" –

1. Stop him/her and explain why you are not the appropriate person to get the information;
2. Refer him/her to the appropriate person who should have the information; and
3. Remind him/her that sharing personal information with the inappropriate staff person is a breach of confidentiality.

It is proven that any of the identified individuals or groups has violated this policy, knowingly or unknowingly; they shall be subject to disciplinary action. Appropriate disciplinary action(s) includes but is not limited to warning, suspension, termination and contract dissolution for violations of this policy. All disciplinary action will be in accordance with disciplinary procedures as set forth in the Personnel Policy.

Definitions:

Client is considered an:

- a. Applicant who has applied for a CCHA program;
- b. Resident who has a signed lease with a CCHA property; and
- c. Participant who has been issued a Voucher and/or has a signed Tenancy Addendum in the Section 8 Housing Choice Voucher Program.

Confidential Communication is any information that is either written or spoken and shared between clients and personnel in the course of service delivery. The information that is exchanged is considered confidential and it is to be kept as such by all parties and disclosed only to those people who are:

1. Present at the time the information is shared and working to further the interests of the client;
2. Working for CCHA and also working on behalf of the client, such as counselors, case workers, etc.; and
3. Not associated with CCHA but working on behalf of a client, such as an attorney, counselor, or other social service agent. In cases where information is disclosed to personnel of other organizations, a signed Release of Information form must be obtained from the client.

Confidential Observation includes all observations made by personnel or clients about a client in the course of service delivery; or observations relative to an employee or contractor who is observed endangering the health, safety or welfare of clients or other employees. A confidential observation may include but is not limited to:

1. The unlawful manufacture, distribution, possession, or use of a controlled substance or alcoholic beverage;
2. Suspected verbal or physical abuse;
3. Poor housekeeping in a unit;
4. Failure to use or improper use of safety equipment;
5. Repair or maintenance attention required in a unit; and
6. Undesirable or dangerous behavior performed by a client, employee or contractor.

Confidential Information includes all information received by personnel in the course of service delivery or the Authority's relationship with the client, as well as any advice, report, or working paper given or made in the course of said relationship. Written materials received from other organizations after a client has signed a Release of Information form directing that the agency or institution release information to the Authority is likewise confidential and is subject to the non-disclosure mandate of this Confidentiality Policy, as well as the procedures for release of information as set forth in this policy.

Record(s) includes any record/file/document containing confidential client, personnel or client financial information in any format (print, disk, etc.).

Maintenance of Records:

Only information which directly relates to the determination of eligibility/suitability or eligibility/suitability for continued occupancy in a CCHA program shall be maintained in the client's file.

The "custodian of the records" of the CCHA is the Executive Director. The Executive Director will maintain control over all Authority records and is the individual within the Authority who must give permission for the Authority records to be released to third party and to whom all subpoenas regarding Authority records must be delivered. When the Executive Director is unavailable, the staff member who is assigned executive responsibility during his/her absence becomes the "custodian of the records" of CCHA.

All records shall be kept in locked file cabinets or locked desk/office when not in use. Employees shall be given keys only to those locked file cabinets to which they must have access in order to complete their duties. All confidential notes and materials shall be kept out of sight whenever personnel are away from their desks or when offices are visited by non-Authority employees.

No records shall ever be removed from Authority premises to non-Authority premises without consent of the Executive Director or designee. The Executive Director or designee will only approve the removal of records when a staff member must take client information to a meeting which is a part of the service for the client. Removal of records for any other reason must be approved by the Executive Director. To obtain consent for removal, personnel removing the material from Authority premises must document the material to be removed, the reasons for its removal, the date of the removal and the planned return date. This documentation must be signed by the staff member and the Executive Director or designee. When the material is returned, it is noted on the written documentation and signed by the staff member and Executive Director or designee. The staff member is responsible to forward completed documentation to the Executive Director who is designated as "custodian of the records". Record removal documentation shall be maintained for a one-year period.

The consent of the Executive Director is not required when case record material is being moved from one Authority premises to another, such as from the Administrative Office to the Hillside Apartments, Penn Court Apartments, Medardo Estates, Cherry Run Estates and Edenburg Court. However, when case records are transported they must be in a special folder/envelope or container which clearly states they are confidential Authority property. It is hoped that, if the staff member who is in control of the records becomes incapacitated, i.e. is injured in an accident or becomes seriously ill, person finding the records would return them to the Authority without violating their confidentiality.

Unless otherwise deemed necessary by the Authority's legal counsel, only those personnel working directly with a client – the property manager's, the Section 8 Coordinator's, the Administrative Assistant, the Executive Director, and the auditors – shall be allowed to review any given records of an client. Board

members and Committee member may have access to any record of a client if there are unusual compelling circumstances which require their knowledge of the case. In terms of the latter, such knowledge is only shared when deemed necessary the Authority's legal counsel.

If a client has been declared incompetent and has a legally appointed guardian or Power of Attorney, (POA), the legal guardian or POA of the client may act on behalf of the client as related to all aspects of this Confidentiality Policy. Legal guardians or POA's must provide a certified copy of their appointment as legal guardian or POA and must affirm that the appointment is current before action on behalf of the client is permitted. The client will be informed when such action is requested by legal guardians or POA's.

In all cases, personnel should make every effort to foster maximum self-determination on the part of clients. When legal guardian is authorized to act on behalf of the client, personnel shall deal with that person always with the client's best interests in mind. Personnel shall not engage in any action that violates or diminishes the civil or legal rights of client s without the informed consent of the client.

Client records and information in them may not be used for any purpose other than determining suitability/eligibility for admission to a CCHA program, and eligibility /suitability for continued occupancy in a CCHA program.

Client Rights Related to Records:

Prior to having access to his/her record, a client must provide photo identification as proof of identity. Records may only be reviewed within the confines of the Authority offices with a staff member present. The client must make a specific appointment with a staff member in order to review his/her records. Nothing may be removed from the file and photocopies will be made at the client's expense. Documentation provided by other social service agencies may not be photocopied. The client must contact the agency who provided the documentation and request a copy from their records. Any family member, caseworker, attorney, etc. must have written consent from the client to review or obtain copies from a client file.

Should the client find incomplete or inaccurate information within their file, they may request to amend the documentation to render them more accurate and complete. The Authority will respond to such as request, in writing, within ten (10) working days after written receipt from the client with applicable documentation supporting the request for amendment to their file. The Authority will either make the correction within the time period or will inform the individual that it refuses to honor the request to make a change stating the reasons for the refusal.

Disclosure of Information by Clarion County Housing Authority:

When information regarding a client is requested from an agency, the requesting agency shall be responsible to provide a written release of information signed by the client which indicates the specific information to be disclosed. When the Authority makes a disclosure of information to another agency, it shall keep a record of the date of the disclosure, the nature and purpose of the disclosure, and the name and address of the person or agency to which the disclosure was made. A copy of the signed release of information and the disclosure record shall be maintained for the life of the record.

The Authority shall maintain the right to only disclose information to requesting parties based on their "need to know" and "ability to use" the information to assist clients. If a dispute arises with the requesting party as to what will or will not be released by the CCHA, the requesting agency will contact the client, clarify its

position regarding the request and ask that the client disclose the requested information directly to the requesting agency.

When a confidential observation is made, it should be reported to the appropriate staff person as designated in the Reporting Procedure Chart on page 6 of this policy. The observer is responsible to report complete information relative to the observation: date, time, place, individuals involved, and specific information relative to the situation observed. The staff person receiving the report will be responsible to take appropriate action in compliance with established Authority policy and procedures.

Request for Information by the Clarion County Housing Authority:

When the CCHA is required to obtain information regarding client s from other sources, personnel shall obtain written permission, (signed release of information), from all client s, (head of household and all adult household members), for the Authority to request and receive such information. Only information relative to suitability/eligibility for occupancy and eligibility/suitability for continued occupancy in a CCHA program may be requested.

Exceptions to the Disclosure and Request of Information Policy:

Clients may prohibit their records from being used for any purpose other than those to which they originally agreed, with the following exceptions:

1. When information is being released or exchanged among Housing Authority personnel who must use the records to carry out their duties;
2. When information from records is conveyed in a disguised form so that no particular individual is identifiable;
3. In emergency situations where this release is necessary to protect the health, safety or welfare of an individual; and
4. With consent of the immediate supervisor, when there is an appropriate court order and/or subpoena.

Requests for information relative to the Freedom of Information Act should be forwarded to the Executive Director for appropriate action.

Confidential Information *Reporting Procedure:

OBSERVER OR RECIPIENT OF INFORMATION	CONCERN	REPORT TO APPROPRIATE STAFF
Employee Board Member Consultant Other Agency Employee	Poor housekeeping in a unit or apartment.	Project Manager Executive Director or Designee
Employee Board Member Consultant Other Agency Employee	Repair or maintenance attention required in a unit.	Maintenance Contractor Property Managers
Employee Board Member Consultant Other Agency Employee	Suspected Physical Abuse or Neglect.	Property Managers Executive Director or Designee
Employee Board Member Other Agency Employee	Home or family information relative to a client.	Property Managers Section 8 Coordinators
Employee Board Member Other Agency Employee	Undesirable or dangerous behavior performed by a client.	Property Managers Executive Director or Designee
Employee Board Member Other Agency Employee	Undesirable or dangerous behavior performed by an employee.	Executive Director

* Confidential Information includes any observation, verbal communication or written communication.

Confidential Policy Statement

I, _____, have received and read the Clarion County Housing Authority's Confidentiality Policy.

I am aware that releasing any confidential information about a client is a violation of the Confidentiality Policy and will result in a disciplinary action which includes but is not limited to a warning, suspension, termination and/or contract dissolution.

Signature

Date

"General Decision Number: PA20260089 05/18/2026

State: Pennsylvania

Construction Types: Building

Counties: Pennsylvania Counties of
Fayette

Modification Number	Publication Date
3	01/30/2026
4	05/18/2026

ASBE0002-005 08/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- DUCT, PIPE & MECHANICAL SYSTEM INSULATION AND INDUSTRIAL WORK (INCLUDING DUCT AND PIPE)).....	\$ 46.50	29.43

BOIL0154-007 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 48.28	33.17

BRPA0009-011 12/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 35.64	21.63
TILE FINISHER.....	\$ 28.76	17.16

BRPA0009-050 12/01/2022

	Rates	Fringes
MASON - STONE ADDITIONAL \$0.75 TO THE BASE WAGE FOR BRICK REFRACTORY WORK.....	\$ 36.55	24.46
BRICKLAYER: INCLUDING POINTING, CAULKING, CLEANING AND BRICK REFRACTORY WORK ADDITIONAL \$0.75 TO THE BASE WAGE FOR BRICK REFRACTORY WORK.....	\$ 36.55	24.46

CARP0142-013 06/01/2023

	Rates	Fringes
CARPENTER (INCLUDING ACOUSTICAL CEILING INSTALLATION, DRYWALL HANGING, METAL STUD INSTALLATION, FLOOR LAYING-HARDWOOD, CARPET AND VINYL; FORM WORK, AND SCAFFOLD BUILDING).....	\$ 38.92	20.06

CARP0274-003 01/01/2026

	Rates	Fringes
PILEDRIVERMAN.....	\$ 43.13	23.42

CARP0443-004 06/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 43.00	23.44

ELEC0005-016 12/26/2025		
	Rates	Fringes
ELECTRICIAN (INCLUDES ALARM INSTALLATION, INSTALLATION OF SOUND AND COMMUNICATION SYSTEM, LOW VOLTAGE WIRING AND HVAC TEMPERATURE CONTROL INSTALLATION).....	\$ 49.11	36.79

ENGI0066-040 06/01/2024		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: OILER.....	\$ 32.83	24.05
POWER EQUIPMENT OPERATOR: LOADER.....	\$ 41.69	24.05
POWER EQUIPMENT OPERATOR: BROOM/SWEEPER, COMPRESSOR, CONCRETE PUMP, HIGHLIFT, HOIST, PUMP, ROLLER, TUGBOAT, FORKLIFT (RIDDEN OR SELF-PROPELLED).....	\$ 35.62	24.05
POWER EQUIPMENT OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE, BOBCAT/SKID STEER/SKID LOADER, BULLDOZER, COMPACTOR, CRANE*, DRILL RIG CAISSONS, DRILL, GRADALL, GRADER/BLADE, MAN LIFT/OUTSIDE ELEVATOR, MECHANIC, PAVER (ASPHALT, AGGREGATE, AND CONCRETE), SCRAPER, FORKLIFT (LULL) *ADD TO CRANE RATE: BOOMS 101-150 JIBS- ADD \$.75 BOOMS 151-200 JIBS- ADD \$1.50 BOOMS 201-251 JIBS- ADD \$2.25.....	\$ 41.69	24.05

ENGI0066-051 06/12/2017		
	Rates	Fringes
POWER EQUIPMENT OPERATOR: LOADER.....	\$ 29.58	20.15

IRON0003-021 06/01/2023		
	Rates	Fringes
IRONWORKER (METAL ROOF INSTALLATION, ORNAMENTAL, REINFORCING, RIGGER AND STRUCTURAL; METAL BUILDINGS: METAL SIDING/WALL PANELS INSTALLATION)...	\$ 38.89	34.54

LAB00125-005 06/01/2022		
	Rates	Fringes
LABORER (MASON TENDER - CEMENT/CONCRETE).....	\$ 30.24	12.05

LAB00286-001 01/01/2015		
	Rates	Fringes
LABORER (MASON TENDER- BRICK).....	\$ 22.17	13.65

LAB00373-001 01/01/2026		
	Rates	Fringes
LABORER (ASBESTOS ABATEMENT (REMOVAL FROM FLOORS, WALLS, AND CEILINGS)).....	\$ 27.97	20.39

PAIN0057-033 06/01/2023		
	Rates	Fringes
PAINTER: DRYWALL FINISHING/TAPING.....	\$ 32.39	23.26
PAINTER (BRUSH, ROLLER, AND SPRAY, EXCLUDING WORK ON INDUSTRIAL SITES).....	\$ 30.56	23.72

PAIN0057-034 06/01/2023		
	Rates	Fringes
PAINTER (INDUSTRIAL: SPRAY AND SANDBLASTER ONLY)....	\$ 36.01	23.72
PAINTER (INDUSTRIAL: BRUSH AND ROLLER ONLY).....	\$ 36.01	23.72

PAIN0751-006 09/01/2023		
	Rates	Fringes
GLAZIER.....	\$ 35.65	29.73

PLAS0526-015 06/01/2021		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 31.77	21.89

PLAS0526-026 06/01/2021		
	Rates	Fringes
PLASTERER.....	\$ 30.69	18.99

PLUM0354-010 06/01/2024		
	Rates	Fringes
PIPEFITTER (INDUSTRIAL).....	\$ 47.75	26.55

PLUM0354-017 06/01/2024		
	Rates	Fringes
PLUMBER (INCLUDES HVAC PIPE INSTALLATION).....	\$ 40.02	26.55

PLUM0449-007 06/01/2023		
	Rates	Fringes
PIPEFITTER (EXCLUDES WORK ON INDUSTRIAL SITES).....	\$ 46.10	27.97

ROOF0037-004 12/01/2025		
	Rates	Fringes
ROOFER (INCLUDES WATERPROOFING, EXCLUDES METAL ROOF INSTALLATION).....	\$ 41.21	21.46

SFPA0669-004 01/01/2026		
	Rates	Fringes
SPRINKLER FITTER (FIRE SPRINKLERS).....	\$ 49.75	30.26

SHEE0012-010 07/01/2022		
	Rates	Fringes
SHEET METAL WORKER (INCLUDING HVAC DUCT INSTALLATION).....	\$ 39.50	30.79

SUPA2011-047 08/20/2014		
	Rates	Fringes
TRUCK DRIVER: DUMP TRUCK.....	\$ 23.36	7.60
LABORER: LUTEMAN.....	\$ 21.13	8.23
LABORER: LANDSCAPE.....	\$ 18.10	0.00
LABORER: COMMON OR GENERAL.....	\$ 20.92	9.27
LABORER: ASPHALT RAKER.....	\$ 20.92	9.09

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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