

SUMMARY OF BID PROPOSAL

Demolition of Structures at
 909 Chevis Street (**GARAGE ONLY**), Columbia, SC, 29205, Richland County Tax Map No. 13707-11-04;
 5519 Colonial Drive (**GARAGE ONLY**), Columbia, SC, 29203, Richland Co. Tax Map No. 11705-07-10;
 2513 Haskell Avenue, Columbia, SC, 29204, Richland Co. Tax Map No. 11412-12-09; and
 5527 N. Main Street, Columbia, SC, 29203, Richland Co. Tax Map No. 11706-08-19.

Name of Contractor Company: _____
 Name of Point of Contact for Contractor: _____
 Address (Street, City, State, ZIP): _____
 Work Telephone Number: _____
 Mobile Telephone Number: _____
 Fax Number: _____
 Email Address: _____

Do not change any item description on these sheets unless so directed by addendum. If the contractor makes any changes, the bid will not be read publicly and the proposal will be rejected and not considered.

ITEM NUMBER	DESCRIPTION	UNIT	AMOUNT
1.	Subtotal Bid Proposal for 909 Chevis Street (GARAGE ONLY)	LS	\$ _____
2.	Subtotal Bid Proposal for 5519 Colonial Drive (GARAGE ONLY)	LS	\$ _____
3.	Subtotal Bid Proposal for 2513 Haskell Avenue	LS	\$ _____
4.	Subtotal Bid Proposal for 5527 N. Main Street	LS	\$ _____
TOTAL AMOUNT OF BID PROPOSAL			\$ _____

Bids will be received by the City of Columbia until 9:00 a.m. on Monday, December 14, 2009. Up until that time, bids can be submitted to the City of Columbia, 1136 Washington Street, 2nd Floor, Planning & Development Services Department, between the hours of 8:30 a.m. to 5:00 p.m. On Monday, December 14, 2009 at 9:00 a.m., at the City of Columbia, 1136 Washington Street, 2nd Floor Conference Room, the City of Columbia will publicly open and read aloud the bids received. The envelope containing the bid must be sealed, addressed to the City of Columbia and designated as BID FOR THE DEMOLITION OF STRUCTURES AT CHEVIS, COLONIAL, HASKELL, AND N. MAIN.

IMPORTANT: Prior to the demolition of EACH structure at the above-listed Subject Properties, the City of Columbia will issue a written Notice to Proceed. HOWEVER, the City has not yet received all the approvals that would be necessary for the City to issue that Notice to Proceed. IN THE EVENT THE CITY CANNOT OBTAIN ALL APPROVALS NECESSARY TO AUTHORIZE THE DEMOLITION OF ANY STRUCTURE UPON AN ABOVE-LISTED SUBJECT PROPERTY, THE CITY SPECIFICALLY RESERVES THE RIGHT TO DELETE THE WORK RELATED TO THAT STRUCTURE AND SUBJECT PROPERTY FROM THIS SCOPE OF SERVICES AND/OR CONTRACT. All other Work and provisions of the Scope of Services and Contract would remain in full force and effect.

BID PROPOSAL DETAIL

**Demolition of Structure at
909 Chevis Street (GARAGE ONLY), Columbia, SC, 29205, Richland Co. Tax Map No. 13707-11-04.**

Name of Contractor Company: _____

The City of Columbia has made provisions to allow access to the Subject Property for its potential Contractors. To schedule such access, please contact Rozell Green at (803) 545-3429.

ITEM NUMBER	DESCRIPTION	UNIT	AMOUNT
1.	Demolition of Structure and All Contents (GARAGE ONLY)	LS	\$ _____
2.	Dust Control Measures	LS	\$ _____
3.	Dumpster Rental	LS	\$ _____
4.	Debris Removal & Disposal	LS	\$ _____
5.	Back Filling, Grading, Compaction, and Seeding	LS	\$ _____
		Subtotal	\$ _____

PLEASE TRANSFER THIS SUBTOTAL TO THE SUMMARY OF BID PROPOSAL PAGE.

BID PROPOSAL DETAIL

**Demolition of Structure at
5519 Colonial Drive (GARAGE ONLY), Columbia, SC, 29203,
Richland Co. Tax Map No. 11705-07-10.**

Name of Contractor Company: _____

The City of Columbia has made provisions to allow access to the Subject Property for its potential Contractors. To schedule such access, please contact Rozell Green at (803) 545-3429.

ITEM NUMBER	DESCRIPTION	UNIT	AMOUNT
1.	Demolition of Structure and All Contents (GARAGE ONLY)	LS	\$ _____
2.	Dust Control Measures	LS	\$ _____
3.	Dumpster Rental	LS	\$ _____
4.	Debris Removal & Disposal	LS	\$ _____
5.	Back Filling, Grading, Compaction, and Seeding	LS	\$ _____
		Subtotal	\$ _____

PLEASE TRANSFER THIS SUBTOTAL TO THE SUMMARY OF BID PROPOSAL PAGE.

BID PROPOSAL DETAIL

**Demolition of Structure at
2513 Haskell Avenue, Columbia, SC, 29204, Richland Co. Tax Map No. 11412-12-09.**

Name of Contractor Company: _____

The City of Columbia has made provisions to allow access to the Subject Property for its potential Contractors. To schedule such access, please contact Rozell Green at (803) 545-3429.

ITEM NUMBER	DESCRIPTION	UNIT	AMOUNT
1.	Demolition of Structure and All Contents	LS	\$_____
2.	Dust Control Measures	LS	\$_____
3.	Dumpster Rental	LS	\$_____
4.	Debris Removal & Disposal	LS	\$_____
5.	Back Filling, Grading, Compaction, and Seeding	LS	\$_____
		Subtotal	\$_____

PLEASE TRANSFER THIS SUBTOTAL TO THE SUMMARY OF BID PROPOSAL PAGE.

BID PROPOSAL DETAIL

**Demolition of Structure at
5527 N. Main Street, Columbia, SC, 29203, Richland Co. Tax Map No. 11706-08-19.**

Name of Contractor Company: _____

The City of Columbia has made provisions to allow access to the Subject Property for its potential Contractors. To schedule such access, please contact Rozell Green at (803) 545-3429.

ITEM NUMBER	DESCRIPTION	UNIT	AMOUNT
1.	Demolition of Structure and All Contents	LS	\$_____
2.	Dust Control Measures	LS	\$_____
3.	Dumpster Rental	LS	\$_____
4.	Debris Removal & Disposal	LS	\$_____
5.	Back Filling, Grading, Compaction, and Seeding	LS	\$_____
		Subtotal	\$_____

PLEASE TRANSFER THIS SUBTOTAL TO THE SUMMARY OF BID PROPOSAL PAGE.

Scope of Services – Demolition of Structures at Chevis, Colonial, Haskell, and N. Main

The Subject Properties include 909 Chevis Street (**GARAGE ONLY**), Columbia, SC, 29205, Richland County Tax Map No. 13707-11-04; 5519 Colonial Drive (**GARAGE ONLY**), Columbia, SC, 29203, Richland Co. Tax Map No. 11705-07-10; 2513 Haskell Avenue, Columbia, SC, 29204, Richland Co. Tax Map No. 11412-12-09; and 5527 N. Main Street, Columbia, SC, 29203, Richland Co. Tax Map No. 11706-08-19. The Subject Properties and structures in question are depicted upon Attachments #1, #2, #3, and #4, respectively.

For each Subject Property, the contractor shall be responsible for, and the work shall consist of, but not be limited to:

- Demolishing the existing structure noted on the associated site plan (see Attachment #1, #2, #3, or #4)) including excavating all foundations, slabs, and/or footings;
- **NOTE THAT THE STRUCTURES TO BE DEMOLISHED AT 909 CHEVIS STREET AND 5519 COLONIAL DRIVE ARE ONLY THE GARAGES;**
- Removing and disposing of any and all debris; and
- Back filling, compacting, finish grading, and seeding the area excavated and otherwise disturbed during demolition.

More specifically and in addition to the above list, the contractor shall be responsible for:

- Coordinating and ensuring that any and all utilities are disconnected prior to any work to any Subject Property and structures thereon. Upon the Subject Properties, the contractor may find waterworks, storm drainage, sanitary sewer, gas mains, telephone, power poles, underground storage tanks, and other such items. Other underground utilities or structures may be present. The Contractor shall locate these and other possible unknown utility lines by use of an electronic pipe finder and/or other means he may prefer, and shall expose all existing underground utilities or structures in advance of any demolition and excavation work. Underground storage tanks shall be abated as required by local, state, or federal code, regulations, or requirements. The Contractor will be responsible for the workmanlike repair of any damage done to any utilities upon any Subject Property or within the adjacent rights-of-way during the prosecution of his work. The Contractor shall familiarize himself with the existing conditions and be prepared to adequately care for and safeguard himself and the City from damages.
- Disposing of any and all debris at an off-site location of the contractor's choice that must be approved for the type of debris removed.
- Grading each Subject Property to include backfilling and compaction with suitable soil of any previously excavated areas such that the resulting grade is level with surrounding terrain. Material removed, such as asphalt, concrete, bricks, etc. shall not be allowed as fill material.
- Applying for and receiving a demolition permit from the City of Columbia for each structure.

- Controlling dust. All possible means shall be used to prevent dust from becoming a nuisance to the public. The contractor will be required to furnish any water necessary to control dust. A fire hydrant meter will be required for water used as dust control or for other work-related purposes. Fire hydrant meters are obtained by application and a fee from the City of Columbia, Department of Engineering and Utilities, 7th Floor, 1136 Washington Street, Columbia, SC. The contractor will be billed for water used.
- Installing silt fencing in areas as required to prevent vegetation, dirt, debris, or other loose items from entering the existing storm drainage system.

Lastly, the contractor shall comply with the following provisions:

- All such methods, operations, and procedures required above shall comply with all local, state, and federal codes, regulations, and requirements affecting the work, including but not limited to those codes, regulations, and requirements outlined within the attached DRAFT Neighborhood Stabilization Program Demolition Contract, a preliminary version of which was provided to those contractors deemed qualified by the TN Development Corporation prior to the Pre-Demolition Bid Meeting on October 26, 2009;
- No work shall occur beyond the property line of any Subject Property. Clearing or grubbing of existing trees and vegetation are not a part of this scope of services.
- Use of explosives is prohibited on any aspect of this Project.
- The contractor shall provide and pay for all materials, labor, tools, equipment, water, gas, lights, power, transportation, superintendence, taxes, insurance, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the time specified by the Contract.
- If fines or penalties are levied against any Subject Property or the City of Columbia, then the Contractor shall be responsible for payment of such fines or penalties or the cost of any fines or penalties shall be deducted from the Contract amount.
- The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract.
- No contractor is authorized to commence any work upon a Subject Property listed above before receiving a written Notice to Proceed SPECIFIC TO THAT SUBJECT PROPERTY from the City of Columbia.
- In that the above work is being entirely funded through a reimbursable federal Neighborhood Stabilization Grant, overseen by the South Carolina State Housing Finance and Development Authority, the contractor understands that the City of Columbia will make every effort to compensate the contractor for his work as soon as possible, but that other state or federal agencies may create delay.






Location Map

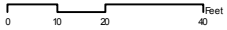
ATTACHMENT 1



Planning & Development
Services Department

Legend

-  INTERSTATES
-  RAILROADS
-  STREETS
-  PARCELS
-  CITY LIMITS



ORIGINAL PREPARATION/DATE:
This map was prepared by:

David L. Hatcher
December 4, 2009

DISCLAIMER:

The City of Columbia Department of Planning and Development Services data represented on this map or plan is the product of compilation, as produced by others. It is provided for informational purposes only and the City of Columbia makes no representation as to its accuracy. Its use without field verification is at the sole risk of the user.








Location Map

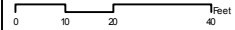
ATTACHMENT 2



Planning & Development
Services Department

Legend

-  INTERSTATES
-  RAILROADS
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-  PARCELS
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5519 Colonial Dr
TMS# 1705-07-10
(Garage Only)






Location Map

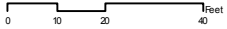
ATTACHMENT 3



Planning & Development
Services Department

Legend

-  INTERSTATES
-  RAILROADS
-  STREETS
-  PARCELS
-  CITY LIMITS



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



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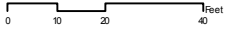




Planning & Development
Services Department

Legend

-  INTERSTATES
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NONCOLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He is _____ of _____, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

(3) Such Bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Columbia, S.C.** or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(Signed) _____

(Title)

Subscribed and sworn to before me

this _____ day of _____, 20_____

(Notary Public)

My commission expires _____

NEIGHBORHOOD STABILIZATION PROGRAM
DEMOLITION CONTRACT

THIS Contract is the final written integration of the Contract between the City of Columbia (the “City”), which term shall include its affiliates and subrecipients and _____ (the “Contractor”) (together, the “Parties”) executed on the date written next to their names signed below, the latter of which shall become the effective date of this Contract.

RECITALS

The City desires to avail itself of the services of the Contractor in connection with the demolition of the blighted structures located at 909 Chevis Street (GARAGE ONLY), 5519 Colonial Drive (GARAGE ONLY), 2513 Haskell Avenue, and 5527 N. Main Street, located within Richland County, South Carolina, all of which is hereto referred to as the “Project”, and the Contractor desires to provide such services.

In consideration of the premises set forth above, the Parties hereto agree as follows:

1. GENERAL CONDITIONS

1.1 “Work” includes all labor, materials, and costs required or reasonably inferable to demolish each structure, remove all associated debris, pay associated tipping and/or dumping fees, and grade, compact, and seed the associated property as is set forth herein and in the attached Scope of Services which is incorporated herein by specific reference hereto. For performance of the Work for each structure, the City shall pay the Contractor the associated sum listed upon the Bid Proposal, and the total amount of the Project shall not exceed _____ dollars and no cents (\$_____). The Contractor agrees to furnish all labor, materials, equipment, skill, and instrumentalities used in, or in connection with, the full performance of all Work required under the terms of this Contract and agrees to complete the Work associated with an individual structure within thirty (30) days after the effective date of a Notice to Proceed from the City for that structure. The giving of a Notice to Proceed by the City for each structure is a condition precedent to the duty of the Contractor to proceed with the Work and to the duty of the City to pay for such Work. Any Work performed or other services rendered by the Contractor prior to the giving of the Notice to Proceed for each structure is performed or rendered as the sole risk of the Contractor. **TIME IS OF THE ESSENCE FOR CONTRACTOR’S PERFORMANCE WITH RESPECT TO EACH AND EVERY TIME LIMIT ESTABLISHED BY THIS CONTRACT.**

1.2 **Indemnification:** Contractor agrees to indemnify, defend and hold the City harmless from any and all claims, liabilities, obligations, governmental penalties, fines and causes of action of whatsoever nature, including injury to or death of any person or damage to or destruction of any property, or court costs or attorney’s fees resulting from any and all negligent acts or omissions of Contractor or any Subcontractor to this Contract or any of their respective Directors, Officers, Partners, Principals, Employees or Agents. Neither this

Contract nor any Subcontract will create any contractual relationship between any Subcontractor and Engineer, nor any liability of Engineer to any Subcontractor.

- 1.3 Time for Completion: For each structure, the Contractor will begin Work immediately upon the giving of a Notice to Proceed by the City of Columbia in accordance with Section 1.1 of this Contract. If Work related to that structure is not completed within the time specified at Section 1.1 of this Contract and the contractor has not requested in writing and received in writing a contract extension, the City shall have the option to hire another Contractor to complete the Work for that structure and the Project.
- 1.4 Insurance: The Contractor shall furnish evidence of comprehensive public general liability insurance coverage protecting the City for not less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury and property damage, with an aggregate liability not less than \$2,000,000.00. Contractor shall also provide automobile liability in the amount of \$100,000 per occurrence. Such evidence shall be provided to the City prior to commencing any work upon any property.
- 1.5 Workmen's Compensation: Contractor shall provide evidence of insurance or other coverage required by local laws governing Workmen's Compensation. Such evidence shall be provided to the City prior to commencing any work upon any property.
- 1.6 Assignment of Contract: The Contractor shall not assign the Contract without written consent of the City.
- 1.7 Permits, Fees, Engineering Studies and Registered Surveys: The Contractor shall obtain and pay for all necessary permits, inspection charges (not conducted by the City) and licenses for the authorization and execution of the work and labor performed. The City shall furnish all engineering studies as required and specified.
- 1.8 Compliance with Code: The Contractor shall perform all work under the Contract in conformance with applicable local, state, and federal codes, ordinances, regulations, and requirements.
- 1.9 Cooperation: The City shall cooperate with the Contractor to provide access to the site for the performance of all Work.
- 1.10 Occupancy of Premises: Unless otherwise stated, it shall be assumed that the premises will be unoccupied during the course of the demolition.
- 1.11 Inspection: The Contractor shall permit authorized persons access to the site to inspect and examine the work during all working hours. These persons include agents of the U.S. Government, its designee, and the City or its designees.

- 1.12 Default: In case of default by the Contractor, the City may procure articles or services from other sources and hold the Contractor responsible for any excess cost incurred.
- 1.13 Changes: It is agreed that there shall be no changes to the Contract and the work covered unless, for essential work which causes a change in performance time, a mutually-agreed-to change has been put in writing and signed by the City and Contractor and with the concurrence of the South Carolina State Housing Finance and Development Authority (hereinafter referred to as "SCSHFDA").
- 1.14 Time for Performance: Work at each structure to be performed by the Contractor shall be completed within the period of time stated in the Contract. However the Contractor, on written notification to and approval of the City, will be excused from delay charges and a performance time extension granted if, at any time in the progress of the work, delays are caused by:
- a. Any act or neglect of the City
 - b. Changes ordered in the work
 - c. Strikes
 - d. Lockouts
 - e. Fire (if not caused by the Contractor)
 - f. Delay in transportation
 - g. Unavoidable casualties
 - h. Or any other causes beyond the Contractor's control.
 - i. Liquidated damages in the amount of fifty dollars (\$50) per day will be assessed against the Contractor beginning on the thirty-first (31st) day following the issuance by the City of a Notice to Proceed on an individual structure in the event that the Contractor fails to complete work within thirty (30) days after a notice to proceed has been issued on an individual structure (provided that no time extension has been granted prior to the original completion date).
- 1.15 Disputes: The City shall, within a reasonable time, make decisions on all claims of the Contractor submitted to the City in writing. In the event of a dispute that cannot be resolved between the City and the Contractor, the dispute shall be presented to an independent arbitrator. The decision of the independent arbitrator shall be final.
- 1.16 Workmanship: All Work provided by the Contractor shall be executed in a sound, workman-like, and substantial manner.
- 1.17 Supervision: The Contractor shall provide a competent supervisor who is capable of understanding the intent of all Work.
- 1.18 Termination: This contract may be terminated if:
- a. At any time the Contractor fails to furnish materials or execute all Work in accordance with the provisions of the contract documents, fails to proceed

with or complete all Work within the time limit specified in the contract documents or otherwise violates any provision of the Contract, the City shall have the right to terminate the Contract upon ten (10) days written notice to the Contractor. In this event, the City will proceed to have the remaining Work completed and apply the cost of completing that Work toward any money due to the Contractor under this Contract.

- b. At any time the City fails to cooperate with the Contractor by denying access to the property, refusing to furnish necessary services, or otherwise prohibiting completion of Work as specified in the Contract, the City shall have ten (10) days from notice to cure such deficiencies. Notice to the City shall contain the reason for the Contractor's intention to terminate. Unless the deficiency ceases or a satisfactory arrangement has been made for its correction, the Contractor shall have the right to terminate the Contract at the end of the ten (10) day notice period. After termination, the Contractor will be reimbursed for services rendered to the termination date upon submission to the City of detailed supporting documentation. The Contractor will not be entitled to profit or other compensation on services not performed.

1.19 Payments: Upon completion of the Work for each structure, the Contractor shall furnish to the City an invoice and photographic evidence that the debris has been removed and that the site is graded and seeded. Also, the Contractor shall furnish the City with satisfactory releases of liens or claims against the property by his subcontractors, laborers, and material suppliers. The City shall inspect the associated property within five business days of receipt of said invoice and photograph(s). Upon final clearance and acceptance of the Work specified for each structure, the City shall make every effort to make complete and final payment in under 30 days; however, payment could take as long as 90 days as the funding must first be received from the SCSHFDA before remittance to the Contractor. The amount of ten (10) percent of the final payment may be retained in escrow for a period of up to thirty (30) days to cover contract compliance or until completion of all Work.

1.20 Non-Collusive Affidavit: Any person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form provided by the City to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid.

1.21 Limitations of Indemnification: In any and all claims against the City or any of its agents or employees by any employee of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts it may be liable, the indemnification obligation under Paragraph 1.2 of these General Conditions shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under Workman's Compensation, Disability Benefit or other Employee Benefits Acts.

- 1.22 Captions: The Captions in these General Conditions are for the purposes of convenience only and form no part of the General Conditions. In no event shall they be deemed to limit or modify the text of the General Conditions.
- 1.23 Severability: The invalidity or unenforceability of any portion(s) or provisions(s) of this Contract shall in no way affect the validity or enforceability of any other portions(s) or provision(s) thereof. Any invalid or unenforceable provision(s) shall be severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion(s) or provision(s) held to be invalid and/or unenforceable.

If any provision in this Contract/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this Contract/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

2. NSP Contract Provisions

- 2.1 The failure of either party to insist upon strict performance of any terms, conditions, and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.
- 2.2 Federal, State, and local laws, codes, ordinances, regulations, and requirements are subject to change from time to time as they are promulgated. The contractor shall be notified in writing of any such changes when they occur and they shall be incorporated in writing to this Contract upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this Contract and then they shall be incorporated upon notification to the Contractor.
- 2.3 Termination for Convenience: This Contract may be terminated for convenience in accordance with 24 CFR, 85.44.
- 2.4 Amendments: Any changes to this Contract affecting the Work of the Project must be approved, in writing, by the City and Contractor and shall be incorporated in writing to this Contract.-
- 2.5 Copyright: Except as otherwise provided in the terms and conditions of this Contract, the Contractor paid through this Contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the federal awarding agency and state funding agency (SFA) reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for federal government and SFA purposes:
- a. the copyright in any work developed under this Contract; and

- b. any rights of copyright to which a subcontractor purchases Ownership with grant support.

The Federal Government's rights and the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

- 2.6 Terms and Conditions: The SFA reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.
- 2.7 Reporting Requirements: The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required by the SFA.
- 2.8 Sanctions: If the Contractor fails or refuses to comply with the provisions set forth herein, the SFA or the City may take any or all of the following sanctions: cancel, terminate, or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the contractor is in full compliance.
- 2.9 Applicable Law: In addition to the applicable Federal Laws and Regulations, this Contract is also made under and shall be construed in accordance with the laws of the State of South Carolina. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State of South Carolina for all matters arising or to arise hereunder, including but not limited to performance of said Contract and payment of all licenses and taxes of whatever kind or nature applicable hereto.
- 2.10 Compliance with Air and Water Acts: Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time. If applicable, the Contractor shall provide:
 - a. A stipulation by the Contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Contract by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well

as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.

- c. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.
- d. Contract by the Contractor that he will include or cause to be included the criteria and requirements in Section 2.10 (a) through (d) of this Contract, in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions.

In no event shall any amount of assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

2.11 Maintenance of Records: Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five year period, then records must be retained for five years after the litigation, claim or audit is resolved.

2.12 Subcontracting with Small and Minority Firms, Women's Business Enterprise and Labor Surplus Areas: It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- a. Including qualified small and minority businesses on solicitation lists;
- b. Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
- c. Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
- d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and

- e. Using the services and assistance of the Small Business Administration, the Governor's Office of Small and Minority Business Assistance, the Department of Commerce and the Community Services Administration as required.
- 2.13 Confidential Information: Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the SFA requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the SFA.
- 2.14 Access to Records: Records with respect to all matters covered by this contract shall be made available for audit and inspection by the SFA, the grantor or their representatives.
- 2.15 Prime Contractor Responsibilities: The Contractor is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this Contract. The City will consider the Contractor to be the sole point of contact with regard to contractual matters.
- 2.16 Subcontracting: Contractor may subcontract any of the work required of it under this Contract. If any part of the work covered by this Contract is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made therewith to the City. All subcontracts must be approved by the City to insure they are not debarred or suspended by the Federal or State Governments and to insure the City understands the arrangements.
- 2.17 Legal Services: No attorney-at-law shall be engaged through the use of any funds provided under this Contract in suits against the SFA, Local Public Body, or any political subdivision.
- 2.18 Political Activity: None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.
- 2.19 Reporting of Fraudulent Activity: If at any time during the term of this Contract anyone has reason to believe by whatever means that, under this or any other program administered by the Authority, a subrecipient or other third parties of funds has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported to the appropriate authorities.
- 2.20 Age Discrimination: In accordance with 45 CFR, parts 90 and 91, the Contractor agrees there shall be no bias or age discrimination as to benefits and participation under this Contract.

- 2.21 Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin or be subject to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 2.22 Section 3, Compliance and Provision of Training, Employment and Business Opportunities: If the total cost of the work to be performed pursuant to this contract exceeds \$100,000, then and in that event 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 USC 1701. 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.

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

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

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

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

The Contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

- 2.23 Section 504 of the Rehabilitation Act of 1973, as Amended: The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program, or any activity that receives the benefits from the federal financial assistance.
- 2.24 Debarment Certification: The Contractor must comply with Federal Debarment and Suspension regulations prior to entering into a financial Contract for any transaction as outlined below.
- a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase sources.
 - b. Any procurement contract for goods and services, regardless of amount, under which the Contractor will have a critical influence on or substantive control over the transaction.
- 2.25 Equal Employment Opportunity: In carrying out the program,
- a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to insure that applicants for employment 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 shall post in conspicuous places, available to employees and applicants, this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for Project Work to be undertaken as part of the program.
 - b. The Contractor will, in all solicitations or advertisements for employees 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.
 - c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining contract or other contract or

understanding, a notice to be provided by the SFA advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. 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 State.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the SFA, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the SFA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such 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 contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Contractor will include the portion of the sentence immediately preceding subsection 2.25(a) and the provisions of subsections 2.25(a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 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 State 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 State, the Contractor may request the State to enter into such litigation to protect the interest of the State.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Contractor so participating is a local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

- 2.26 Federal Labor Standards Provisions: U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (07/2003) ref. Handbook 1344.1 (**Applicable to demolition or construction contracts in**

excess of \$2,000 or residential rehabilitation contracts involving more than eight units. These regulations must be complied with or sanctions will be instituted.)

This Project for which the Work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- a. (1) Minimum Wages. All laborers and mechanics employed or working upon the site of the Work will be paid unconditionally and not less often once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached thereto and made a part thereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification of the time actually work therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification an wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321)) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (2) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination.

HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - c. In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1214-0140.)
 - d. The wage rate (including fringe benefits where appropriate) determined pursuant to this Section shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
 - e. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the

wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

- f. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

3. Withholding:

- 3.1 HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federal-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice trainee or helper, employed or working on the site of the Work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or the City, take such action as may be necessary to cause the suspension or any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld from an account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3.2 Payrolls and basic records.

- a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably

anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates are prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- b. (1) The Contractor shall submit weekly for each week in which any Work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or the City, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (a) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5(a)(3)(i) and that such information is correct and complete.
- (b) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (c) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as

specified in the applicable wage determination incorporated into the Contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Subsection 3.2(b).(2) and the subsections there under.
- (4) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The Contractor or subcontractor shall make the records required under this Section 3.2 available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant or the City, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

4.1 Apprentices. 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 Training Administration, Office of Apprenticeship Training, Employer and Training Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as state above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ration permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage

rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

4.3 Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall 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 will insert in any subcontracts the clauses contained in Sections 1 through 11 of this Contract and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses required by this Section.
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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of Eligibility.
 - 10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - 10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - 10.3 The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provided in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be

false shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees.

11.1 No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

11.2 Contract Work Hours and Safety Standards Act. The provisions of this Subsection 11.2 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 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 40 hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 11.2(a.) of this Contract, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. 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 watchmen and guards, employed in violations of the clause set forth in Section 11.2(a.) of this Contract, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in Section 11.2(a.) of this Contract.

c. Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the Contractor, such sums as may be determined to

be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Section 11.2(b.) of this Contract.

- d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in Section 11.2(a.) through (c.) of this Contract and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

11.3 Health and Safety. The provisions of this Section 11.3 are applicable only where the amount of the prime contract exceeds \$100,000.

- a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.
- c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

11.4 South Carolina Illegal Immigration Reform Act: The Grantee is required to comply with the South Carolina Illegal Immigration Reform Act (signed June 4, 2008) requiring verification of lawful presence in the United States of any alien eighteen years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

12. Construction of this Contract.

It is agreed that the terms and conditions of the Contract shall not be construed in favor of or against either party and that both parties have legal counsel available to review this Contract in connection with this arms length transaction.

13. Notices.

Except as otherwise provide in this Contract, all communications required or permitted hereunder must be in writing and will be effective only when actually received by the parties. All notices shall be sent to the following individuals as set forth below:

For the City:

Name: Marc S. Mylott, AICP
Address: City of Columbia
Planning & Development Services Department
1136 Washington Street, 2nd Floor
Columbia, SC 29201
Telephone: (803) 545-3210 office
Facsimile: (803) 255-8935
e-mail: msmylott@columbiasc.net

For the Contractor:

Name:
Address:

SC
Telephone: (803) office
Telephone: (803) mobile #1
Telephone: (803) mobile #2

IN WITNESS WHEREOF, the City and Contractor have hereunto set their hands and seals in duplicate the day and year written below.

FOR the City

Date: _____

By: _____

Printed Name: Steven A. Gantt

Title: Interim City Manager

FOR the Contractor

Date: _____

By: _____

Printed Name: _____

Title: _____