

BID INSTRUCTIONS

Project: Town of Pinewood Demolition Project
CDBG Project #: 4-CE-21-016

I. INVITATION

The Town of Pinewood will accept separate sealed bids for the complete demolition and disposal of **four (4)** residential structures that CONTAIN ASBESTOS or ASBESTOS CONTAINING MATERIALS (ACM) located within the **Town of Pinewood**. The bid amount shall include the removal of all construction materials above and below grade for each parcel. All underground utilities such as water, gas and sewer connections are to be terminated and sealed at the street right-of-way and the work shall include removal of all buried pipes and footings for each parcel. Lots shall be left clean and free of debris and include trimming of overgrowth, bush hogging, stump/dead tree removal, vine removal and leveling with clean fill and seeded. All materials from the sites shall be disposed of properly in accordance with all regulations. No on-site burning or burying materials is permitted.

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG). All federal CDBG requirements will apply to the contract. The CDBG Special Contract Provisions may apply to this project.

All contractors are required to be registered in the federal System for Award Management (SAM). Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must also make positive efforts to use small and minority-owned businesses and to offer employment, training and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968.

Asbestos testing as well as Project Design has been completed on all structures and reports are provided as part of this invitation.

All required Air Monitoring during asbestos abatement has been contracted separately and is not the responsibility of the contractor retained under this RFP.

II. MINIMUM QUALIFICATIONS OF CONTRACTORS

Responding contractors must possess the following minimum qualifications:

1. Contractors and all subcontractors performing work on this project must be registered with the Federal System for Award Management (SAM) and not on the excluded parties list (www.sam.gov) and proof provided prior to work commencement.
2. Must not be debarred from conducting business within the State of South Carolina
3. Must provide weekly demolition schedule to the grant's administrator (Santee-Lynches Regional Council of Governments)
4. Must be certified and permitted to perform asbestos abatement through the South Carolina Department of Health and Environmental Control (DHEC)
5. Must possess appropriate liability and property damage insurance
6. Must have workers' compensation insurance

III. ROLE OF CONTRACTOR/SCOPE OF WORK

Responsibilities/Scope of work include, but are not limited to:

Demolition and Clean-up

1. The contractor will be responsible for demolition, removal, and proper disposal of structures and contents of existing vacant residential buildings. The list of structures to be demolished is included.
2. The contractor will be responsible for all costs of transport and proper disposal of demolition debris, both Asbestos Containing material and non-Asbestos Containing material.
3. The Contractor will provide a complete compliance history and documentation of site procedures in relation to the abatement and ***disposal of asbestos and non-asbestos containing materials.***
4. The contractor will be responsible for all landfill fees for asbestos containing material. **Paid Landfill tickets must be submitted with all invoices in order for payment to be processed. Landfill tickets must clearly show the address and Parcel Number. Demolition for properties must be completed; no partial payment request will be accepted.**
5. The contractor is responsible for obtaining all certifications and permits necessary for the completion of the project from the applicable regulatory agencies. **Copies of permits are to be provided to the grant's administrator prior to any clearing and demolition.**
6. The contractor will be responsible for demolition of all slabs and all underground structures to a depth of two feet below existing finish floor grade. Approved material shall be placed as backfill in all excavated areas and graded to the elevation necessary to provide positive surface drainage to all areas of the site.

7. The contractor is responsible for removing all debris and trash from the **entire lot**, and the entire lot is to be left in a clean, properly graded, seeded state. Exception for those lots that have multiple units. In this case the area with the unit to be demolished will be cleared according to the discretion of the Owner.
8. The contractor is responsible for removing all slabs, walkways, driveways, fences, and accessory buildings.
9. The contractor is responsible for all temporary facilities necessary to successfully complete the project to include, but not limited to, portable restrooms, temporary power, temporary water, silt fencing, site security, etc.
10. Caution and care must be exercised to prevent damage to adjacent structures, and to ensure that existing businesses can operate normally without significant disruption during demolition activities.
11. Caution and care must be taken to ensure mature trees are not removed or damaged.
12. The Contractor must comply with **SCDHEC Regulation 61-86.1 – “Standards of Performance for Asbestos Projects”**.
13. All required Air Monitoring during asbestos abatement has been contracted separately and is not the responsibility of the contractor retained under this RFB.

Clearings

1. The contractor shall secure any necessary permits from local agencies and submit notifications to the Health Hazards Control Branch, as applicable, to include a Demolition Permit, any required Tree Permit and a Business License, as applicable.
2. For installation of sediment and erosion control devices, practices, and structures, per current SCDHEC and SCDOT standards.
3. Depressions greater than six inches created by the demolition and removal of items specified must be graded level with adjacent land, as directed by the **locality**. All areas where items specified have been demolished and/or removed will be seeded as directed by the locality.
4. Upon completion of the assigned work, the contractor will provide photos as written verification that all structures have been removed.

Backfill and Compilation

1. Bringing site to proper grade shall be part of the base bid. The contractor shall bring finished grade to match the sidewalks or to existing materials on all sides of the site. The contractor shall slope finish grade to drain.
2. It is expected that the Contractor will backfill all excavated areas with suitable material, and grade the area to provide for positive surface drainage for the entire

- site (generally, 0.5% minimum slope from the highest point of adjacent road, curb or sidewalk)
3. Fill shall be for counties classified as Group B per SCDOT standard, section 203.2....1.8, #15. The following soil types are acceptable for use as backfill material in accordance with AASHTO M 145. They are as follows: A-1, A-2, A-3, A-4, and A-5. Each layer shall be spread evenly and compacted. Each layer of backfill and the top eight inches of material shall be compacted by approved equipment and the density shall be 98% as determined by the Standard Proctor Test.
 4. The Contractor will be responsible for re-seeding the site with appropriate seasonal grass for erosion control, as directed by the locality.
 5. The Contractor will be responsible for installation of silt fence at the edge of curb or sidewalk to prevent sediment runoff. The Contractor will be responsible for repair of damage to any adjacent structures, and any curbing, sidewalk, or asphalt damaged during the project.
 6. Should unacceptable material such as muck, building debris or other unsuitable material be discovered, Contractor shall notify the locality before proceeding with work. Borrowed material shall be required to meet the SCDOT standard specifications for roadways and structures. Placement and compaction will be directed by **the locality**.

IV. WORK EXECUTION

Should work require road closure, the contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to provide safety, protection and warning to persons and vehicular traffic within the area in accordance with the locality and SCDOT Standards.

Cleanup: All debris shall be cleaned up each day before the work crew leaves the site unless given permission by the locality to do otherwise. Unless directed otherwise, it shall be the responsibility of the contractor to remove and lawfully dispose of all debris resulting from project activities. The contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either the locality or private property shall be the responsibility of the contractor to repair or to make arrangements to repair with the approval of the locality. This shall be done prior to final payment of the contract.

Supervision: This Contract is under the direct supervision of the locality and its administering agency, Santee-Lynches Regional Council of Governments. Any alterations or modifications of the work to be performed under the contract shall be made only by written pre-authorization by the locality. A Change Order shall be issued to include the additional work. No claims for extra work or materials will be allowed unless covered by an approved Change Order.

Work Crew Supervision: The Contractor shall provide qualified supervision of each crew at all times while working under the Contract. Each Foreman and Superintendent shall be authorized by the Contractor to accept and act upon all directives issued by the Contract. All policies and procedures related to asbestos abatement shall be followed according to all rules and regulations provided by DHEC and the Project Design for each individual property.

Working Hours: Except for emergency responses, the Contractor shall schedule work between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, unless authorized by **the locality** to do otherwise.

All Request for Bid forms must be completed, and sealed bids must be submitted by the deadline date of **Tuesday, January 14, 2025, at 3:00 pm**. Once a sealed bid is submitted, no opportunity shall exist to withdraw and submit an alternate bid. **The Town of Pinewood** encourages the participation of women and minority owned businesses. No bidder may withdraw their bid within 60 days of the date of the actual opening. Work should begin within 14 days of award and must be completed within **45 days (for Asbestos Abatement and Demolition)**.

The Town of Pinewood requests that all bidders respond with an actual bid or with a sealed **"No Bid"**. This provision guards against receiving an insufficient response to the Advertisement for Bids.

Bidders will follow local procedures relating to bonding, as applicable.

Bid Package envelopes are to be clearly marked **Town of Pinewood Demolition Project** and will be accepted in person, by U.S. Mail or by private courier service. The contractor shall bear all risks associated with delays in the U.S. mail or delivery service. Late submissions will not be considered. NO bids shall be accepted via oral or e-mail communication, telephone, or fax transmission.

The lowest responsible/responsive bidder, (with ALL required documents) will enter into a contract with **the Town of Pinewood** for the described work subject to approval of the South Carolina Department of Commerce, Division of Grants Administration, as applicable.

This solicitation does not commit **the Town of Pinewood** or Santee-Lynches Regional Council of Governments to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or services.

The Town of Pinewood reserves the right to accept or reject any bid in whole or in part and to award a contract that is in the best interest of the Town of Pinewood.

No bidder will be considered unless the bidder is certified and permitted to perform asbestos abatement through the South Carolina Department of Health and Environmental Control (DHEC) or can show proof of a subcontractor with required certifications and permits the bidder must also have appropriate liability and property damage insurance.

All contractors and subcontractors are **required** to be registered in the federal System for Award Management (SAM). If a contractor is not registered in SAM, or is unwilling to register, the South Carolina Department of Commerce will not approve the contract.

Any questions regarding this solicitation must be ***submitted in writing*** no later than **Friday, January 3, 2025, by 4:00 pm** and directed to Tammy Smith, tsmith@slcog.org.

Written questions must be received before the question deadline stated above. Any requests received after the above-stated deadline will not be considered. All requests received prior to the above deadline will be responded to and emailed to all prospective bidders.

In the event an addendum to this RFB is issued, all solicitation terms and conditions shall remain in effect unless specifically changed by the addendum. Bidders are encouraged to monitor the Santee-Lynches website at: www.santeelynchescog.org. Acknowledgement of all addenda must be remitted with the RFB, or a signed memo that acknowledges the addenda and refers to the RFB and addendum number(s).

Responsive bids must have ALL forms from the bid packet completed. Not completing and returning ALL forms will render the bid packet NON-RESPONSIVE. Bids are due to the Santee Lynches Council of Governments (SLCOG), 3219 Broad St. Sumter, SC, at 3:00 p.m. Tuesday, January 14, 2025. *Bids delivered prior to the bid opening may be delivered to the Santee Lynches Council of Government, at 3219 Broad St., Sumter, SC 29150.*

Dilapidated Structures to be Evaluated for Asbestos Town of Pinewood, SC

	Parcel ID #	Address
1	1681002032	W. Fulton-Manning Rd
2	1680701017	212 James St
3	1681602024	410 Ballpark Rd
4	1690201007	35 Morris St



1. Parcel #: 1681002032 – W. Fulton-Manning Road

Outstanding Friable Projects (Air Monitoring performed)
(approximately 14,455 cubic feet of contaminated debris)



2. Parcel #: 1680701017 – 212 James Street

Outstanding Friable Projects (No Abatement Activities)
(approximately 10,742 cubic feet of contaminated debris)



3. Parcel #: 1681602024 – 410 Ballpark Road ** (Mobile Home, located in back of property)**

Abatement Status Unknown



4. Parcel #: 1690201007 – 35 Morris Street

Completed Friable Projects (Air Monitoring performed)

REQUEST FOR BIDS

Demolition Services for five (5) properties in the Town of Pinewood, SC.

Responsive bids must have ALL forms from the bid packet completed. Not completing and returning ALL forms will render the bid packet NON-RESPONSIVE.

Bids are due to the Santee Lynches Council of Governments (SLCOG), 3219 Broad St. Sumter, SC, at 3:00 p.m. Tuesday, January 14, 2025. *Bids delivered prior to the bid opening may be delivered to the Santee Lynches Council of Government, at 3219 Broad St., Sumter, SC 29150.*

Full legal name of contractor performing services: _____

DEMOLITION, REMOVAL and CLEAN UP
ADDRESS:

W. Fulton-Manning Rd, Pinewood, SC
Tax map #1681002032

Asbestos Removal _____

Demolition Costs _____

TOTAL BID _____

212 James St, Pinewood, SC
Tax map #1680701017

Asbestos Removal _____

Demolition Costs _____

TOTAL BID _____

410 Ballpark Rd, Pinewood, SC
Tax map #1681602024

Asbestos Removal _____

Demolition Costs _____

TOTAL BID _____

35 Morris St, Pinewood, SC
Tax map #1690201007

Asbestos Removal _____

Demolition Costs _____

TOTAL BID _____

TOTAL BID FOR ALL STRUCTURES _____

Quotation Submitted by:

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Company Telephone: () _____ FAX: () _____ Email: _____

DUNS NUMBER: _____

Name of person submitting this Quotation: _____

Signature of person submitting this Quotation: _____

Telephone number of person submitting this Quotation: () _____

Email address of person submitting this Quotation: _____

**BID PACKETS NOT INCLUDING ALL LISTED DOCUMENTS (COMPLETED)
WILL BE CONSIDERED NON-RESPONSIVE TO BID:**

1. Proof of ACTIVE SAM.gov registration
2. Completed Bid Form
3. Copy of Active South Carolina Department of Health and Environmental Control (SCDHEC) Asbestos Abatement Contractor's License
4. Copy of SCDHEC Asbestos ID cards for all workers who will contribute to this project
5. Copy of Liability/Property Insurance (active through completion of project)
6. Copy of Workers' Compensation Insurance (active through completion of project)
7. South Carolina Illegal Immigration Reform Act Contractor Certification
8. Bidder's Proposed Section 3 Contract/Subcontracts
9. Bidder's Section 3 Estimated New Hires
10. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
11. Section 3 Business Concern Self-Certification
12. Acknowledgement of any Addenda
13. Original and one copy of all documents



Sumter City-County

Building Inspections Department

DERON L. MCCORMICK
CITY MANAGER

STEVE CAMPBELL
BUILDING DIRECTOR

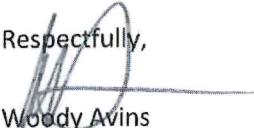
GARY M. MIXON
COUNTY ADMINISTRATOR

August 9, 2023

RE: Sumter County Tax Map Number 168-10-02-032
W. Fulton Manning Rd (Corner of US HWY 261 and S. Sumter St.), Pinewood, SC

An inspection of the dwelling on the parcel indicated above found the structure to be unsafe to enter. Both the floor and the roof of the structure are severely compromised with rot and decay.

Respectfully,


Woody Avins
Building Official



Sumter City-County

Building Inspections Department

DERON L. MCCORMICK
CITY MANAGER

STEVE CAMPBELL
BUILDING DIRECTOR


GARY M. MIXON
COUNTY ADMINISTRATOR

August 9, 2023

RE: Sumter County Tax Map Number 168-07-01-017
212 James St., Pinewood, SC

An inspection of the dwelling on the parcel indicated above found the structure to be unsafe to enter. The lot and structure are severely overgrown with vegetation. The structure has rotten floors and the roof is sagging, indicating it is structurally compromised.

Respectfully,


Woody Avins
Building Official



Sumter City-County

Building Inspections Department

DERON L. MCCORMICK
CITY MANAGER

STEVE CAMPBELL
BUILDING DIRECTOR

GARY M. MIXON
COUNTY ADMINISTRATOR

August 9, 2023

RE: Sumter County Tax Map Number 168-16-02-024
410 Balpark Rd, Pinewood, SC

An inspection of the dwelling on the parcel indicated above found the structure to be unsafe to enter. The old mobile home on this lot is structurally unsound. The building has rotten floors and walls and the roof is sagging.

Respectfully,


Woody Avins
Building Official



Sumter City-County

Building Inspections Department

DERON L. MCCORMICK
CITY MANAGER

STEVE CAMPBELL
BUILDING DIRECTOR


GARY M. MIXON
COUNTY ADMINISTRATOR

August 9, 2023

RE: Sumter County Tax Map Number 168-02-01-007
35 Morris St., Pinewood, SC

An inspection of the dwelling on the parcel indicated above found the structure to be unsafe to enter. The wood siding house on this lot is structurally unsound. The floors are rotten and the roof is sagging.

Respectfully,


Woody Avins
Building Official

10/16

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

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

Grant Number: 4-CE-21-016

Name of Participant: _____

Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
<ol style="list-style-type: none">1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.		

BIDDER'S SECTION 3 ESTIMATED NEW HIRES

NOTE: This form must be filled out by the contractor and is used to determine if any new hires will be needed as part of the project and if so, if any will be filled with Section 3 residents.

Job Category	Total Estimated Positions Needed (for this project)	No. Positions Occupied by Permanent Employees (for this project)	Number of Positions Not Occupied (for this project)	Number of Positions to be Filled with Section 3 Residents (for this project)
Officer/Supervisors				
Professionals				
Technical				
Hsq. Sales/Rental Mgmt.				
Office/Clerical				
Service Workers				
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident Definition:

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median income, adjusted by family size, for the county of residence or the non-metropolitan area of the state.

Company

Project Title

CDBG Grant Number

Name of Person Completing Form

Date

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with _____ (“Owner”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____

By: _____

Title: _____

**DEPARTMENT OF COMMERCE
GRANTS ADMINISTRATION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**



CONTRACT SPECIAL PROVISIONS

The following CDBG Contract Special Provisions should be used with all construction contracts, including housing rehabilitation, as applicable, and professional service contracts, where CDBG funds are being used in whole or in part.

CONTRACT SPECIAL PROVISIONS

1. **Definitions:** For purposes of this Contract, the following terms shall have the meanings set forth below:
 - (a) “Assistance” means the CDBG grant funds provided, or to be provided, to the Grantee by the State, pursuant to the Grant Award Agreement.
 - (b) “CDBG” means Community Development Block Grant.
 - (c) “Contract” means the contractual agreement between the Owner and the Contractor to which these Contract Special Provisions have been incorporated and made a part thereof.
 - (d) “Contractor” means the contractor whose services are retained pursuant to the Contract.
 - (e) “Grantee” means the unit of local government designated as the recipient of the Assistance in the Grant Award and signing the acceptance provision of the Grant Award.
 - (f) “HUD” means U.S. Department of Housing and Urban Development, which is the federal agency that awards and has authority over CDBG funding to the State.
 - (g) “Owner” means the Grantee or Subrecipient, as applicable.
 - (h) “Project” means the project for which the services of the Contractor have been retained pursuant to the Contract which are funded, in whole or in part, with CDBG funds.
 - (i) “State” means the State of South Carolina, or that agency, agency division, or Office of State government which has been delegated the responsibility for administering the CDBG program for the State of South Carolina, as appropriate.
 - (j) “Subrecipient” means the agent of the unit of local government as designated by an agreement.
 - (k) “Labor Surplus Area” means a civil jurisdiction that has an unemployment rate at least 20% above the average unemployment rate for all states, the District of Columbia, and Puerto Rico during the previous two calendar years. The Department of Labor issues the labor surplus area list on a fiscal year basis.

2. **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 Owner will consider the Contractor to be the sole point of contact with regard to contractual matters. All contractors must be registered in SAM and eligible to receive federal contracts.
3. **Federal and State Laws:** The Contractor agrees to comply with all CDBG requirements as well as other federal and state laws, regulations, or Executive Orders. The State reserves the right to add or delete terms and conditions of this Contract as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG Program.
4. **Procurement and Contracting:** In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.
 - (a) The Grantee shall ensure compliance with the requirements of the Build America, Buy America Act, as amended 41 U.S.C 8301 et. Seq. and all applicable HUD regulations. This domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.
5. **Ownership:** Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this Project, shall be vested in the Grantee, unless otherwise authorized by the State. When the Grantee determines that the property is no longer required for the purposes of this Project, the Grantee must notify the State and obtain approval for disposition of the property in accordance with applicable guidelines.
6. **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 the Project and under this Contract. However, HUD and the State 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 State 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 State'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.
6. **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 State or HUD. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

7. **Access to Records:** All records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by HUD, the State or the Grantee or their representatives upon their request.
8. **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 of the grant. 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.
9. **Confidential Information:** Any reports, information, data, etc., given to, prepared by, or assembled by the Contractor under this Contract, which the Grantee or the State requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of the Grantee or the State, as applicable.
10. **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 State, a recipient of funds has improperly or fraudulently applied for or received benefits, monies or services pursuant to this Contract or any other contract, such information shall be reported immediately to the appropriate authorities.
11. **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 Section 8-13-765 of the Code of Laws of South Carolina, 1976, as amended.
12. **Whistleblower Rights:** Grantees and subgrantees are required to inform their employees in writing of the employee's whistleblower rights and protections as prescribed under law. 2 CFR 200.217.
13. **Conflicts of Interest and Ethical Standards, South Carolina Consolidated Procurement Code:** The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Grantee and its subrecipients, including the Contractor.

In the procurement of supplies, equipment, construction and services, the more restrictive conflict of interest provisions of the State of South Carolina Ethics, Government Accountability and Campaign Reform Act of 1991 or of the Contractor shall apply.

In cases not governed by the above, such as the acquisition and disposition of real property and the provision of CDBG assistance to individuals, businesses and other private entities, the following provisions shall apply: except for eligible administrative or personnel costs, generally no employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award of CDBG funds. This conflict of interest provision applies to employees who exercise, or have exercised, any function or responsibilities with respect to CDBG activities assisted herein, or, are in a position to participate in a decision making process or gain inside information, who may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves

or those with whom they have family or business ties during their tenure or for one year thereafter. See 2 CFR 200.318(c).

Should any governmental entity, contractor, subcontractor, employee, board member or official know or perceive any breach of ethical standards or conflict of interest under the CDBG grant awarded to the Grantee or any other CDBG grant, they shall immediately notify in writing the Department of Commerce, Grants Administration, 1201 Main Street, Suite 1600, Columbia, South Carolina, 29201. If the State finds any circumstances that may give rise to a breach of ethical standards or conflict of interest, under any grant, they shall notify the participating governmental entity and the State Ethics Commission as applicable. The State may undertake any administrative remedies it deems appropriate, where there is a breach of ethical standards or conflict of interest under the regulations governing the CDBG Program and the State policies.

- 14. 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. By execution of this Contract, the Contractor agrees to submit to the jurisdiction of the State 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.
- 15. Limitation of Liability:** The Contractor will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Owner. This provision is not applicable to contracts for CDBG administration services where the Contractor is a Council of Government. The State shall not be liable for failure on the part of the Grantee or any other party to perform all work in accordance with all applicable laws and regulations. The Grantee agrees to defend, indemnify, and hold harmless the State from and against all claims, demands, judgments, damages, actions, causes of actions, injuries, administrative orders, consent agreement and orders, liabilities, penalties, costs, and expenses of any kind whatsoever, including, without limitation, claims arising out of loss of life, injury to persons, property, or business or damage to natural resources in connection with the activities of the Grantee and any other third parties in a contractual relationship with the Grantee, or a subsidiary, whether or not occasioned wholly or in part by any condition, accident, or event caused by any act or omission of the State as a result of the Assistance.
- 16. Legal Services:** No attorney-at-law shall be engaged through the use of any funds provided under this Contract in any legal action or proceeding against the State, the Grantee, any local public body or any political subdivision.
- 17. Contract:** If any provision in this 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, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.
- 18. Amendments:** Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the State prior to execution.
- 19. Termination for Convenience:** This Contract may be terminated for convenience in accordance with 2 CFR Part 200.

- 20. Sanctions:** If the Contractor fails or refuses to comply with the provisions set forth herein, the State or Owner may take any or all of the following actions: 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.
- 21. Subcontracting:** 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 Owner and to the State. All subcontracts must be approved by the Owner and the State to insure they are not debarred or suspended by the Federal or State governments and to insure the Owner and the State understand the arrangements.
- 22. 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 disadvantaged business enterprises (DBEs), small business enterprises (SBEs), minority business enterprises (MBEs) and women's business enterprises (WBEs). Accordingly, affirmative steps must be taken to assure that DBEs, SBEs, MBEs and WBEs are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
- (a) Including qualified DBEs, SBEs, MBEs and WBEs on solicitation lists;
 - (b) Assuring that DBEs, SBEs, MBEs and WBEs are solicited whenever they are potential sources;
 - (c) Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by DBEs, SBEs, MBEs and WBEs;
 - (d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBEs, SBEs, MBEs and WBEs;
 - (e) Using the services and assistance of the Small Business Administration, Minority Business Development Agency, the State Office of Small and Minority Business Assistance, the U.S. Department of Commerce and the Community Services Administration as required; and
 - (f) Requiring the subcontractor, if any, to take the affirmative actions outlined in (1) – (5) above.
- 23. Debarment Certification:** The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement 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 threshold (which is \$100,000 and is cumulative amount from all federal funding 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.
- In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.
- 24. South Carolina Illegal Immigration Reform Act:** The Owner and the Contractor are 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.

- 25. Equal Employment Opportunity:** 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.

In carrying out the Project, 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 ensure 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 for employment, notices to be provided by the State setting forth the provisions of 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 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. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State 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 send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State 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.

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 State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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 State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

- 26. 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.
- 27. 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 sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any

program or activity funded in whole or in part with funds made available under the CDBG program of the State.

- 28. 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 activity that receives the benefits from the Assistance.
- 29. Section 3, Compliance and Provision of Training, Employment and Business Opportunities:** 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 § 1701u). 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 said 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 24 CFR Part 75 regulations.

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 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 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 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.

The Contractor will certify that any vacant employment positions including training positions, that are filled (1) after the Contractor is selected but before this Contract has been executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 75.

The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 75. Noncompliance with the 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.

- 30. Lead-Based Paint:** The construction or rehabilitation of residential structures with any portion of the Assistance is subject to the HUD Lead-Based Paint regulations found at 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential

structures with any portion of the Assistance shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under Section 35.14(f) thereof.

31. 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 § 7401 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, and the South Carolina Stormwater Management and Sediment Reduction Act. In particular, the following are required:

- (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) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) 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 Sections 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) Agreement by the Contractor that the Contractor will include or cause to be included the criteria and requirements in these subparagraphs (1) through (4), 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 the Assistance 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.

32. Federal Labor Standards Provisions: (*Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units*)

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on Attachment 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

Attachment 1

U.S. Department of Housing and Urban Development, Office of Labor Relations form HUD-4010 (06/2009) ref. Handbook 1344.1

A. 1. (i) 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 l(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 and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) 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:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** 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 subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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.)

2. Withholding. 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 owner, 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 for an on 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. (i) Payrolls and basic records. 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 1 (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of 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 of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) the contractor shall submit weekly for each week in which any contract 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 owner, 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 prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

(1) 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;

(2) That each laborer or mechanic (including each 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;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) 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 owner, 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.

(i) **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

(ii) 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 who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate 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.

(iii) 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 subparagraphs 1 through 11 of this paragraph A 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 prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

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. (i) Certification of Eligibility. 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.

(ii) 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.

(iii) 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. 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.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B 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.

(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 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 sub paragraph (1) of this paragraph.

(3) 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 same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

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

(1) 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.

(2) 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.

(3) 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.